

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Board of Trustees – Regular Meeting –  
October 18, 2005 - 6:00 p.m. – Student Services 101, Moreno Valley Campus

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

Anyone who requires a disability-related modification or accommodation in order to participate in this meeting should contact Heidi Wills at (951) 222-8052 as far in advance of the meeting as possible.

Closed Session

Pursuant to Government Code Section 54956.8, conference with real property negotiator David Bristow, Attorney, Reid & Hellyer, regarding properties located at 3801 Market Street and 3892 University Avenue, Riverside, and 1533 Spruce Street, Riverside.

**Recommended Action: To be Determined**

I. Approval of Minutes - Regular meeting of September 13, 2005

II. Chancellor’s Reports

A. Communications

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

**Information Only**

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 (None)
    - (b) Contract Faculty (None)
    - (c) Long-Term, Temporary Faculty (None)
    - (d) Special Assignments
    - (e) Overload Assignments
    - (f) Part-Time Faculty, Hourly Assignments
    - (g) Child Development Center Hourly Employees
    - (h) Coordinators, Academic Year 2005-06
    - (i) Extra-Curricular Activities, Academic Year 2005-06
  - 2. Salary Placement Adjustments
  - 3. Salary Reclassifications
  - 4. Separation
- b. Classified Personnel
  - 1. Appointments
    - (a) Management
    - (b) Management – Categorically Funded
    - (c) Classified/Confidential
    - (d) Classified/Confidential – Categorically Funded (None)
    - (e) Professional Experts
    - (f) Short Term
    - (g) Temporary as Needed Student Workers

- (h) Community Education Programs – 2005 Summer and Full Semesters
    - (i) Special Assignment
  - 2. Professional Growth
  - 3. Permanent Increase in Workload
  - 4. Temporary Increase in Workload
  - 5. Request to Adjust Dates
  - 6. Request for Leave with Pay
  - 7. Separations
- 2. Purchase Order and Warrant Report -- All District Funds  
- Purchase orders and warrant reports issued by the Business Office.
- 3. Annuities  
- Tax shelter annuities for employees, amendments and terminations.
- 4. Budget Adjustments
  - a. Budget Adjustments  
- Request approval of various budget transfers between major object codes as requested by administrative personnel.
  - b. Resolutions to Amend Budget
    - 1. Resolution to Amend Budget – Resolution No. 4-05/06 AmeriCorps Local Emergency Readiness Teams (ALERT) Project  
- Recommend adopting a resolution to add income and expenditures to the adopted budget.
    - 2. Resolution to Amend Budget – Resolution No. 7-05/06 2005-2006 CCNCCE Supporting Actions for Engagement (SAFE) Program  
- Recommend adopting a resolution to add income and expenditures to the adopted budget.
- 5. Bid Awards

- a. Award of Bid – Real Time Captioning Services  
- Recommend awarding a bid for captioning services including a provision for four additional one-year terms upon mutual agreement between the District and the vendor, with increases limited by the consumer price index each given year.
6. Donations (None)
7. Out-of-State Travel  
- Recommend approving out-of-state travel requests.
8. Grants, Contracts and Agreements
  - a. Riverside Community College District Participation in an Agreement Between the Long Beach City College Foundation, Acting as Fiscal Agent of the Underfunded Caucus Districts and California Strategies, LLC, a Consulting Firm  
- Recommend approving the agreement to allow the District to participate with the coordination effort of the Underfunded Caucus Districts in support of equalization, growth and non-credit funding.
9. Other Items
  - a. Surplus Property  
- Recommend declaring listed property as surplus, finding the property does not exceed \$5,000, and authorizing the property be consigned to be sold on behalf of the District.
  - b. Destruction of Records  
- Recommend approving the destruction of records as listed pursuant to Board Policy.
  - c. Notice of Completion – Martin Luther King, Jr., High Tech Teaching/Learning Center Roof Replacement  
- Recommend accepting the Martin Luther King Jr., High Tech Teaching/Learning Center Roof Replacement project as complete, approving the execution of the Notice of Completion and authorizing the signing of the notice.
  - d. Notice of Completion – Early Childhood Playground Equipment, Norco Campus

- Recommend accepting the Early Childhood Playground Equipment, Norco Campus project as complete, approving the execution of the Notice of Completion and authorizing the signing of the notice.

- e. Notice of Completion – PE Complex Modular Facilities  
- Recommend accepting the PE Complex Modular Facilities project as complete, approving the execution of the Notice of Completion and authorizing the signing of the notice.
- f. Notice of Completion – 48 Modtech Modular Buildings – Relocatable Swing Space  
- Recommend accepting the Modtech Modular Buildings – Relocatable Swing Space project as complete, approving the execution of the Notice of Completion and authorizing the signing of the notice.

**Recommended Action: Request for Approval**

B. Information (None)

V. Board Committee Reports

A. Academic Affairs and Student Services

1. Academic Affairs

- a. Pulled
- b. WorkAbility III Agreement  
- Recommend approving the amended WorkAbility III Contract Agreement with the Department of Rehabilitation for additional funding which will provide assistance to students and Department of Rehabilitation clients in securing training and employment.
- c. Agreement with Cobro Consulting, LLC  
- Recommend approving the agreement to provide customized consulting service, implementation and ongoing technical support services for Comprehensive Program Assessment System.

**Recommended Action: Request for Approval**

2. Performing Arts

- a. Agreement with Mark Gunderson  
- Recommend approving the agreement to provide services as the clinician for the RCC Concert Band Festival.
- b. Agreement with Don Jaramillo  
- Recommend approving the agreement to provide services as the clinician for the RCC Concert Band Festival.
- c. Agreement with Bob Feller  
- Recommend approving the agreement to provide services as the clinician for the RCC Concert Band Festival.
- d. Agreement with Don Gunderson  
- Recommend approving the agreement to provide services as the clinician for the RCC Concert Band Festival.
- e. Agreement with Tom Leslie  
- Recommend approving the agreement to provide services as the clinician for the RCC Concert Band Festival.
- f. Agreement with Mitch Fennell  
- Recommend approving the agreement to provide services as the clinician for the RCC Conducting Symposium.
- g. Agreement with Mike Haithcock  
- Recommend approving the agreement to provide services as the clinician for the RCC Conducting Symposium.
- h. Agreement with Larry Zalkind  
- Recommend approving the agreement to provide services as the guest soloist for the RCC Wind Ensemble.
- i. Agreement with Becky Long  
- Recommend approving the agreement to provide services as the principal cellist for the RCC Symphony.
- j. Agreement with Mitch Fennell  
- Recommend approving the agreement to provide services as the clinician for the RCC Concert Band Festival.

- k. Agreement with Bodie J. Smith  
- Recommend approving the agreement to provide recording services for the 2005-2006 RCC Dance Concert Season.
- l. Agreement with Sue Williams  
- Recommend approving the agreement to provide costumes for the 2005-2006 RCC Dance Concert Season.
- m. Agreement with James Wunderlich  
- Recommend approving the agreement to provide musical parts for the RCC Marching Band Pit Percussion 2005 Field Show.
- n. Agreement with Wayne Downey  
- Recommend approving the agreement to provide musical parts and musical direction for the RCC Marching Band Pit Percussion 2005 Field Show.
- o. Agreement with Gary Lee  
- Recommend approving the agreement to provide services as the guitar player for the Off Broadway Play Series production of "Godspell."
- p. Agreement with Carlos Rivera  
- Recommend approving the agreement to provide services as the bass player for the Off Broadway Play Series production of "Godspell."
- q. Agreement with Scott Janssen  
- Recommend approving the agreement to provide services as the sound designer for the Off Broadway Play Series production of "Godspell."
- r. Agreement with Anthony Loa  
- Recommend approving the agreement to provide services as the choreographer for the Off Broadway Play Series production of "Godspell."

**Recommended Action: Request for Approval**

- 3. Faculty Affairs
  - a. Agreement with Los Angeles Valley College  
- Recommend ratifying the renewal agreement to provide the licensing and set up of 4faculty.org.

- b. Agreement with OmniPlatform Software Corp.
  - Recommend approving the agreement for custom software development of an online content management system.

**Recommended Action: Request for Approval**

- 4. Early Childhood Studies
  - a. Contract with First 5 Riverside County Children and Families Commission
    - Recommend ratifying the agreement to provide funds for Early Childhood Education community and staff development.
  - b. Agreement with Don Hackenberg
    - Recommend approving the agreement to provide a one-day workshop on “How to get your children to do what you want them to do.”
  - c. Resolution No. 5-05/06 with California Department of Education
    - Recommend ratifying the resolution to provide meals for children enrolled in the Child Development Program.

**Recommended Action: Request for Ratification**

- 5. Economic Development
  - a. Pulled
  - b. Agreement with David Hunt
    - Recommend approving an agreement to form an Industry Advisory Council to act as a liaison between area high schools and to develop a manufacturing strategic plan for the District.
  - c. Agreement with City of Moreno Valley
    - Recommend approving an agreement to provide training services related to the Leadership Academy.
  - d. Agreement with North American Stainless
    - Recommend approving an agreement to provide training services to WorkKeys Pre-employment Testing.



- e. Certification and Board Resolution with the State of California Employment Training Panel  
- Recommend approving the resolution of certification.
- f. Agreement with Charles Lowe  
- Recommend approving an agreement to provide project management assistance of import and export services for the Center for International Trade Development.
- g. Agreement with Learning Resource Network  
- Recommend approving an agreement to perform a review and analysis of Community Education and Contract Education programs.
- h. Agreement with Fisher Center for Real Estate and Urban Economics, Haas School of Business, University of California, Berkeley  
- Recommend approving an agreement to conduct a study to examine trends and prospects for expansion of services and business opportunities in foreign markets for California firms.
- i. Agreement with Crafton Hills College  
- Recommend approving an agreement to serve as a Regional Academy for Cisco Systems and provide continuing education and support for local instructors.

**Recommended Action: Request for Approval**

- 6. Moreno Valley Campus
  - a. Memorandum of Understanding with Saint Francis University  
- Recommend approving the Memorandum of Understanding to provide an opportunity for Riverside Community College District Physician Assistant students to receive course credit towards a Master's degree from Saint Francis University.
  - b. Agreement with Desert Ambulance Service, Inc.  
- Recommend approving the affiliation agreement that provides field rotations for Emergency Medical Services students.
  - c. Agreement with The Flyn Corporation

- Recommend approving the affiliation agreement that provides Emergency Medical Services students with field rotations.
- d. Memorandum of Understanding with Nuview Union High School District
  - Recommend approving the Memorandum of Understanding regarding the planning of Nuview Bridge Early College High School.
- e. Affiliation Agreements with Mission Family Medical Group and Moreno Valley Urgent Care
  - Recommend approving the affiliation agreements that provide clinical sites for Physician Assistant students.

**Recommended Action: Request for Approval**

- 7. Workforce Development
  - a. Agreement with Nicki Bywater
    - Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.
  - b. Agreement with Dan Crain
    - Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.
  - c. Agreement with Jill Johnson
    - Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.
  - d. Agreement with Sheralyn Pope
    - Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.
  - e. Agreement with Michelle Runnels
    - Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.
  - f. Agreement with Keith Hosea

- Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.
- g. Agreement with Nathaniel Rodriguez
  - Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.
- h. Agreement with Rik Rusovik
  - Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.
- i. Agreement with Lisa White
  - Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.
- j. Agreement with Diana Esparza
  - Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.
- k. Agreement with Sonia Vela
  - Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.

**Recommended Action: Request for Approval**

- 8. Performance Riverside
  - a. Agreement with University/Resident Theatre Association, Inc.
    - Recommend approving the agreement for payroll services for Steven Young as lighting designer for the Performance Riverside production of Quilters.
  - b. Agreement with Teri Ralston
    - Recommend approving the agreement for assistant to the director services for the Performance Riverside production of Quilters.
  - c. Agreement with Karen Rymar

- Recommend approving the agreement for assistant to the director services for Performance Riverside production of Quilters.

- d. Agreement with Laguna Playhouse
  - Recommend approving the agreement for props, quilt pieces, set pieces and costume rental services for the Performance Riverside production of Quilters.

**Recommended Action: Request for Approval**

- 9. Work Ability Agreement with Corona-Norco Unified School District
  - Recommend approving the renewal of the agreement to provide a work site for special needs students at the Norco Campus.

**Recommended Action: Request for Approval**

- 10. Agreement with Ted Baca
  - Recommend approving the agreement to provide coordination with RCC President and staff regarding reorganization of the Academic Affairs Office.

**Recommended Action: Request for Approval**

- 11. Agreement with Innovative Interfaces
  - Recommend approving the agreement that provides maintenance service on INNOPAC software and hardware in the Digital Library.

**Recommended Action: Request for Approval**

- 12. Agreement with Clarke and Associates Educational Consultants
  - Recommend approving the agreement for the development of Talent Search and Educational Opportunity Centers Program proposals for the Riverside Campus.

**Recommended Action: Request for Approval**

- B. Planning and Development (None)

- C. Personnel and Labor Relations

- 1. Contract with California Community Colleges Registry Job Fair
  - Recommend approving the contract to attend, exhibit, and advertise District faculty and management positions.

2. College Closure – December 26, 2005 – January 2, 2006  
- Recommend approving the recommendation to close the District from December 26, 2005 through January 2, 2006.

**Recommended Action: Request for Approval**

3. Amendment of Riverside Community College District Conflict of Interest Code, Board Policy 1080 and Approval of Resolution No. 06-05/06 – First Reading  
- Recommend accepting the amended regulations and resolution for first reading.

**Recommended Action: Accept for First Reading**

D. Finance and Audit

1. Riverside City College Nursing/Sciences Building, Agreements for Professional Services for Architectural, Civil and Geotechnical Engineering  
- Recommend approving proposed agreements to provide architectural, civil and geotechnical engineering services relative to the Nursing/Sciences Building at Riverside City College.
2. Acceptance of Magnolia Avenue Right-of-Way  
- Recommend accepting a right-of-way on the easterly and westerly sides of Magnolia Avenue between Fifteenth Street and Terracina Drive to facilitate the construction of RCCD's five level parking structure.
3. Change Order No. 1 – PE Complex/Parking Structure  
- Recommend approving a proposed change order relative to the PE Complex/Parking Structure.
4. Riverside Community College District Foundation Major Gifts Campaign – Advance of Funds Proposal  
- Recommend approving an advance of funds to the RCCD Foundation relative to a major gifts campaign to be undertaken by the Foundation.

**Recommended Action: Request for Approval**

5. 2004-2005 CCFS-311 – Annual Financial and Budget Report  
- Information report relative to the District's financial status for FY 2004-2005.

**Information Only**

E. Legislative (None)

F. Board of Trustees Committee Meeting Minutes

- Recommend receipt of Board committee minutes from the September 6, 2005 Academic Affairs and Student Services and Finance and Audit Committees.

**Information Only**

VI. Administrative Reports

A. Vice Chancellors

B. Provosts

VII. Academic Senate Report

VIII. Business from Board Members

A. Appointment of Adhoc Committee of the Board of Trustees Regarding the Miné Okubo Estate

- Recommend President Takano appoint two Board members to serve on an adhoc committee to work with District Administration to reach a settlement with the other beneficiaries of the Miné Okubo Estate.

**Recommended Action: Appoint Adhoc Committee Members**

IX. Comments from the Public

X. Closed Session

Pursuant to Government Code Section 54956.8, conference with real property negotiator Dr. Jim Buysse, Associate Vice Chancellor, Administration and Finance, regarding contractual issues, parcel #141-260-008-2, located in the vicinity of La Sierra University, along portions of vacated Pierce Street, Riverside, California.

Pursuant to Government Code Section 54957 (b)(1), conference with District-designated representative, Brad Neufeld; Unrepresented employee: Chancellor.

**Recommended Action: To be Determined**

XI. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING OF SEPTEMBER 13, 2005

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

CALL TO ORDER

Trustees Present

Ms. Mary Figueroa  
Mr. Jose Medina  
Mr. Mark Takano  
Mr. Nicholas Carbone, Student Trustee

Trustees Absent

Ms. Kathleen Daley  
Ms. Grace Slocum

Staff Present

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

Mr. Carbone led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Board President Takano called for a minute of silence in honor of Dr. Wilfred Airey, former RCC Trustee, who passed away on Friday, September 9, 2005.

MINUTE OF SILENCE  
HONORING DR. WILFRED  
AIREY, FORMER RCC TRUSTEE

The Board adjourned to closed session at 6:03 p.m., pursuant to Government Code Section 54956.8, to confer with real property negotiator David Bristow, Attorney, Reid & Hellyer, regarding property located at 3801 Market Street and 3892 University Avenue, Riverside.

CLOSED SESSION

The Board reconvened to open session at 6:22 p.m., announcing that no action would be reported from closed session.

RECONVENEMENT TO OPEN  
SESSION

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve the minutes of the regular meeting of August 23, 2005. Motion carried. (3 ayes, 2 absent [Daley/Slocum])

MINUTES OF REGULAR  
MEETING OF AUGUST 23, 2005

Mr. Carbone, student trustee, reported on recent and planned ASRCC activities.

STUDENT REPORT

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

Action

Approve the listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 8)

Academic and Classified  
Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$5,392,977.89, and District Warrant Claims totaling \$1,894,752.90; (Appendix No. 9)

Purchase Order and Warrant  
Report – All District Funds

Approve amendment to employment contracts and terminations as listed; (Appendix No. 10)

Annuities

Accept the new and corrected donations as listed; (Appendix No. 11)

Donations

Grant out-of-state travel as listed; (Appendix No. 12)

Out-of-State Travel

Ratify the agreement, from July 1, 2005 through June 30, 2008, for an amount not to exceed \$3,700.00 per year, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Student-Right-to-Know  
Subscription Agreement

Approve the agreement and the addendum to the agreement, from September 14, 2005 through September 30, 2005, for a total cost of \$15,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Costume  
World Inc.



Declare the property listed to be surplus, find that the property does not exceed the total value of \$5,000.00, and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District, by unanimous vote. (Appendix No. 13)

Surplus Property

Motion carried. (3 ayes, 2 absent [Daley/Slocum])

Information

In accordance with Board Policy 1040.1, the Chancellor has accepted the resignations of Ms. Estella Gutierrez-Zamano, Activity Director, Hispanic-Serving Institutions (Title V Grant), Teacher Preparation, effective September 2, 2005, for personal reasons, and Ms. Stacey Williams, Student Financial Services Specialist, effective September 9, 2005, for personal reasons.

Separations

#### BOARD COMMITTEE REPORTS

Academic Affairs and Student Services

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

Academic Affairs

Approve the agreement, from January 23-February 21, 2006, for an amount not to exceed \$9,900.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with The Set Company

Approve the agreement, from September 14-30, 2005, for \$3,333.63, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with University/Resident Theatre Association, Inc.

Approve the agreement, from September 14-November 20, 2005, for an amount not to exceed \$862.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with V & S Video

Approve the agreement, from September 14, 2005 through June 30, 2006, for an amount not to exceed \$6,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Kerry Jones

Approve the agreement, from September 14-25, 2005, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Anthony Gagliardi

Approve the agreement between Riverside Community College District and Michael Charles from September 15, 2005 through June 30, 2006, for a total of \$2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Agreement with Michael Charles

Motion carried. (3 ayes, 2 absent [Daley/Slocum])

#### Workforce Preparation

This item was withdrawn from consideration.

Memorandum of Understanding with ACS/Perris OASIS Youth Opportunity

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

Approve the agreement, from October 12, November 9, and December 7, 2005, for an amount not to exceed \$150.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Riverside City and County Public Library

Approve the Modification Addendum #1 to the agreement, from December 15, 2004 through September 30, 2005, for the amount of \$83,299.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Modification Addendum #1 to Agreement with Riverside County Economic Development Agency

Motion carried. (3 ayes, 2 absent [Daley/Slocum])

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement, from September 14-November 30, 2005, for \$7,000.00 plus travel expenses, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (3 ayes, 2 absent [Daley/Slocum])

Agreement with Vincent Tinto

#### Economic Development

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement, from October 1, 2005 to September 30, 2007, in the amount of \$251,400.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (3 ayes, 2 absent [Daley/Slocum])

Agreement with State of California Employment Training Panel

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement, from September 30, 2005 through September 30, 2006, for an amount not to exceed \$10,250.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (3 ayes, 2 absent [Daley/Slocum])

Agreement with George Bonnard

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

#### Occupational Education

Ratify the agreement, from July 1, 2005 through June 30, 2006, for an amount not to exceed \$965.00 per year, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Appel Company

Ratify the agreement, from July 1, 2005 through June 30, 2006, for an amount not to exceed \$900.00 per year, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Agreement with Appel Company

Motion carried. (3 ayes, 2 absent [Daley/Slocum])

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees accept for first reading the revisions to Policy and Regulation 5120, and subsequent revisions to Regulations 6120 and 8005, to reflect District and campus responsibilities and ensure that the District's policy is in compliance with current court rulings and legal interpretations. Motion carried. (3 ayes, 2 absent [Daley/Slocum])

Revised Regulations for Policies and Regulations 5120, 6120, and 8005 – First Reading

Finance and Audit

Mr. Takano opened the public hearing for the adoption of the 2005-2006 Budget at 6:45 p.m. Comments were made by the public, and the public hearing was closed at 6:53 p.m.

2005-2006 Budget – Public Hearing and Budget Adoption

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees adopt the 2005-2006 Budget for the Riverside Community College District. Motion carried. (3 ayes, 2 absent [Daley/Slocum])

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees adopt the resolution which establishes the 2005-2006 Gann Limit for the Riverside Community College District at \$134,195,364.00. Motion carried. (3 ayes, 2 absent [Daley/Slocum])

Resolution Regarding Appropriations Subject to Proposition 4 Gann Limitation – Resolution No. 3-05/06

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve entering into an agreement to perform Proposition 39 audit services for FY 2005 through FY 2007, and authorize the Vice Chancellor, Administration and Finance, to

Proposition 39 Audit Services Agreement with Eadie and Payne LLP

sign the agreement. Motion carried. (3 ayes, 2 absent [Daley/Slocum])

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve increasing the credit card account credit limit to \$15,000.00. Motion carried. (3 ayes, 2 absent [Daley/Slocum])

Permission to Amend Credit Card Account

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement to purchase emission credits through Market-Based Solutions from October 1, 2005 through September 30, 2006, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (3 ayes, 2 absent [Daley/Slocum])

Agreement to Purchase Emission Credits through Market-Based Solutions

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the RCC Foundation proposal for an advance of funds in support of a major gifts campaign contingent upon approval of said campaign by the RCC Foundation Board, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (3 ayes, 2 absent [Daley/Slocum])

Proposal for a Major Gifts Campaign

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreements with: 1) Steinberg Architects to prepare a Final Project proposal, 2) ARUP Corporation to conduct a seismic, life/safety assessment of Wheelock Gym and Wheelock Stadium and 3) Richard Walton, Consultant, for the Physical Education Phase II project, and authorize the use of Measure C bond proceeds to cover the costs of these agreements, with a total cost of \$194,546.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements. Motion carried. (3 ayes, 2 absent [Daley/Slocum])

Agreements for Preparing the Final Project Proposal (FPP) Submittal for the Physical Education, Phase II (Wheelock Gym/Stadium) Project, Riverside City Campus

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the

Professional Services for the A. G. Paul Quadrangle

agreements with Information Technology Solutions, LLC (ITS); Groundwater & Environmental Services, Inc. (GES); Bruce Borg, Class II DSA Inspector; Keith Francis & Co., Inc.; WCS/Ca., Inc.; and Patricia A. Guerra, for the Quad Modernization Project, with a total cost of \$598,993.00, to be funded as outlined, and authorize the Vice Chancellor, Administration and Finance, to sign each agreement. Motion carried. (3 ayes, 2 absent [Daley/Slocum])

Modernization Project

The Board received for information the quarterly financial status report for the quarter ended June 30, 2005.

CFS-311Q – Quarterly  
Financial Status Report for  
the Quarter Ended June 30,  
2005

The Board received for information the minutes from the August 15, 2005 Academic Affairs and Student Services Committee and Finance and Audit Committee Meetings.

Board of Trustees  
Committee Meeting Minutes

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

ACADEMIC SENATE REPORT

A comment was made by a member of the community.

COMMENT FROM THE PUBLIC

The Board adjourned the meeting at 7:55 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
HUMAN RESOURCES

Report No.: IV-A-1-a

Date: October 18, 2005

Subject: Academic Personnel

1. Appointments

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

It is recommended the following appointments be approved:

- a. Management  
(none)
- b. Contract Faculty  
(none)
- c. Long-Term, Temporary Faculty  
(none)
- d. Special Assignments  
Payment as indicated to the individuals specified on the attached list.
- e. Overload Assignments

Summer Intersession 2005

<u>Name</u>	<u>Subject</u>
Gregory Aycock	Counseling
Jacquelyn Dobson	Early Childhood Studies
Evangeline Fawson	Nursing
Gerard Forlenza	History
Maureen Fry	Learning Disabilities
Daniel Ortega	Counseling
Kathleen Saxon	Mathematics
Sheryl Tschetter	English
Debbie Whitaker	Early Childhood Studies

Fall Semester 2005

The individuals specified on the attached list.

Subject: Academic Personnel

1. Appointments – cont.

f. Part-Time Faculty, Hourly Assignments

Fall Semester 2005

The individuals specified on the attached list.

g. Child Development Center Hourly Employees

Fall Semester 2005

The individuals specified on the attached list.

h. Coordinators, Academic Year 2005-06

<u>Activity</u>	<u>Name</u>
Frankie Moore	Student Activities
Dimitrios Synodinos	Student Activities

i. Extra-Curricular Activities, Academic Year 2005-06

<u>Activity</u>	<u>Name</u>
Director of Performing Arts	Jasminka Knecht

2. Salary Placement Adjustments

At the meetings of April 19, May 17, and June 21, 2005, the Board of Trustees approved the appointments of the following faculty members. The employees have provided appropriate verification of experience and/or coursework completed that will affect their salary placement.

It is recommended the Board of Trustees approve the adjustment of salary placement for the faculty members listed below, effective during the 2005-06 academic year:

<u>Name</u>	<u>From Column/Step</u>	<u>To Column/Step</u>
Mark Longway	C-6	D-6
Phu Tran	H-1	H-2
Valarie Zapata	G-2	H-2



Report No.: IV-A-1-a

Date: October 18, 2005

Subject: Academic Personnel

### 3. Salary Reclassifications

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

It is recommended the Board of Trustees grant salary reclassification to the following faculty members effective November 1, 2005:

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Martin Gilligan	C	D
Lisa Howard	F	G
Diana MacDougall	B	D

### 4. Separation

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

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

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Scott Parks	Associate Professor, Physical Education/ Head Track and Cross Country Coach	09/30/05	Personal

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
HUMAN RESOURCES

Report No.: IV-A-1-b

Date: October 18, 2005

Subject: Classified Personnel

1. Appointments

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

a. Management

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Robert Kleveno Jr.	Supervisor/Sergeant, College Safety and Police	10/19/05	11.2	Promotion (Supervisory)

b. Management – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
John Sousa	Director, Foster Youth Emancipation Program	10/19/05	15.6	Appointment (Management)
George Zottos	Outcomes Assessment Specialist (Title V – Riverside City College) (Part-time, 50%)	10/19/05	12.5	Appointment (Management)

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Lori Aldana	Community Relations/Major Events Coordinator	10/19/05	18-1	Appointment
Jose Escoto	User Support Coordinator (Information Services)	10/19/05	28-5	Promotion
Lisa Frantz	Academic Evaluations Specialist/ Moreno Valley Campus	11/01/05	19-5	Promotion
Tabitha Fuller	Academic Evaluations Specialist/ Riverside City College	10/19/05	19-4	Transfer
Christine Hiatt	Cosmetology Receptionist/Cashier (11-month, part-time 50%)	10/19/05	15-1	Appointment
Gustavo Ortiz	Outreach Specialist/Riverside City College	10/17/05	18-5	Transfer

Subject: Classified Personnel

1. Appointments - Continued

d. Classified/Confidential – Categorically Funded  
(None)

e. Professional Experts

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Michael Barbee	Professional Expert/Athletic Coach	10/19/05	11-1	Appointment
Alicia Berber	Professional Expert/Athletic Coach	10/19/05	11-1	Appointment

f. Short Term

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

g. Temporary as Needed Student Workers

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

h. Community Education Programs – 2005 Summer and Full Semesters

The following Professional Expert Presenters, indicated below, presented a Community Education program:

<u>Expert/Presenter</u>	<u>Program (Class)</u>	<u>Start Date</u>	<u>End Date</u>
Heather Anderson	Baby Signing Class	06/01/05	08/31/05
Darryl Cleveland	EMT Training	09/01/05	12/31/05
Teryn Hartnett	How to Be a Dog Trainer	09/01/05	12/31/05
Carla Knight	EMT Training	09/01/05	12/31/05

i. Special Assignment

Payment to be approved for the following individuals in the amount indicated for their participation in a special project:

Accompanist III – Heritage Music Foundation – College Night – (10/19/05) and

Fair Housing Council – Convention Center – (10/20/05)

Jerome Henderson – Total amount not to exceed \$200

Subject: Classified Personnel

2. Professional Growth

Participation in the Professional Growth Program is voluntary for classified employees. Employees who participate in the program receive achievement steps upon prior approval from the Professional Growth Committee of the coursework.

Professional achievement steps are \$35 per month for completion of 12 semester units of coursework and \$40 per month for completion of 12 semester units of job related coursework. Each employee may earn a maximum of seven (7) achievement steps in both categories combined, two (2) of which must be in the job skills area of professional growth. (California School Employees Association Agreement 2002-2005, Exhibit A)

It is recommended the Board of Trustees approve the following professional growth achievement steps, effective November 1, 2005:

<u>Name</u>	<u>Title</u>	<u>Achievement Step Earned</u>
Isabel Alanis	Educational Advisor (part-time, 47.5%)	1@\$35 & 2@\$35
John Moore	Educational Advisor	1@\$35
Stacy Parsons	College Receptionist (part-time, 57.5%)	4@\$35

3. Permanent Increase in Workload

The funding for the following part-time, permanent 12 month classified position allows for an increase in percentage of hours; and whereas this increase has the approval of the Vice Chancellor, Academic Affairs;

It is recommended the Board of Trustees approve the increase in percentage of hours for William Despres, Assistant to the Coordinator, International Education Program, from 50% to 100%, effective October 19, 2005.

4. Temporary Increase in Workload

It is recommended the Board of Trustees ratify a temporary increase in workload for part-time, categorically-funded employee, Susan Terberg, Secretary II (Procurement Assistance Center), from 75% to 100%, benefits included, retroactive to September 12, 2005 until further notice. This increase has the approval of the Dean of Business, Information Systems, and Economic Development.

Subject: Classified Personnel

5. Request to Adjust Dates

At its regular meeting of September 13, 2005, the Board of Trustees approved a request to adjust the dates for temporary reduced workload from 100% to 50% for Blanca Martinez, Administrative Secretary II, due to preparation for educational purposes, effective September 5, 2005 through December 30, 2005;

It is recommended the Board of Trustees ratify the request to adjust the dates for temporary reduced workload to October 3, 2005 through February 28, 2006 at 50%. Ms. Martinez' request has the approval of the Vice Chancellor, Administration and Finance.

6. Request for Leave With Pay

It is recommended the Board of Trustees ratify a request for leave with pay for Mr. Octavio Rojas, Officer, Safety and Police, due to deployment (FEMA) for the days of September 3,4,5,10,11,12,17,18,19 2005. Mr. Rojas' request has the approval of the area Vice Chancellor, Student Services.

7. Separations

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

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Linda Fox	Mailroom Coordinator	10/14/05	Retirement
Rebecca Gramlich	Secretary III	10/11/05	Personal
Hanalei Hanohano	Assistant Grounds Manager	10/11/05	Personal

Report No.: IV-A-1-b

Date: October 18, 2005

Subject: Classified Personnel

Submitted by:

Transmitted to the Board by:

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Richard Ramirez  
Acting Associate Vice Chancellor, Human  
Resources

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Salvatore G. Rotella  
Chancellor

Concurred by:

Concurred by:

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Virginia MacDonald  
Chief of Staff/Executive Assistant to the  
Chancellor

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Daniel Castro  
President, Riverside City College

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Ray Maghroori  
Vice Chancellor, Academic Affairs

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Brenda Davis  
Provost, Norco Campus

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James L. Buysse  
Vice Chancellor, Administration and Finance

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Richard Tworek  
Provost, Moreno Valley Campus

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Linda Lacy  
Vice Chancellor, Student Services/Operations

Dance Touring Ensemble (October 20 – 29, 2005)

Choreograph a piece for the Dance Touring Ensemble lecture/demonstration show.

Compensation at Group 1, Step 2 of the Faculty Hourly Salary Schedule.

Kristin Rooney – Total amount to be paid not to exceed \$250

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

Lori Dismuke – Total amount to be paid not to exceed \$250

Off Broadway Production (October 20 – 30, 2005)

Lighting designer for the Off Broadway production of “Godspell.”

Mark Haines – Paid as a lump sum upon completion in the amount of \$1,500

Basic Skills ESL Program Development (October 19 – December 17, 2005)

Develop an ESL proposed program for the RCCD Norco Campus and also continue to do outreach. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Margarita Shirinian – Total amount to be paid not to exceed \$3,000.60

Course Innovation Stipend for ESL Program (October 19 – December 17, 2005)

Co-curriculum develop an ESL program with Margarita Shirinian for the academic school year 2006-07. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Bonnie Pavlis – Paid as a lump sum upon completion in the amount of \$600.12

Course Innovation Stipend for Humanities 4 (September 14 – December 17, 2005)

Re-design and update power point presentations for two Humanities courses. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Bonnie Pavlis – Paid as a lump sum upon completion in the amount of \$1,000

Math 35 with Supplemental Instruction (October 19 – December 17, 2005)

Develop the curriculum for math 35 course to be offered with supplemental instruction.

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

Richard Ries – Paid as a lump sum upon completion in the amount of \$500

Course Innovation Stipend for Architecture/Architecture Related Classes (10/19/05 – 12/17/05)

Continue to develop a reference guide to assist students in all architecture and related classes.

Guide to focus on significant architectural sites in Southern California area for visitation and study. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Judy Jorgensen – Paid as a lump sum upon completion in the amount of \$500

Teacher Preparation Title V Grant (October 1 – December 17, 2005)

CBEST Reading comprehension workshop presenter. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Jacqueline Simon – Total amount to be paid not to exceed \$1,050.21

Teacher Preparation Title V Grant (September 1 – December 17, 2005)

Faculty member will enhance curriculum by developing instructional curriculum for science classes. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Terry Shaw – Total amount to be paid not to exceed \$2,950.59

Title V City Campus Curriculum Development (October 19 – November 4, 2005)

In collaboration with other Title V staff, plan and develop the structure and content of the Title V math mobile laboratory project. Duties will include professional development and related work. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

John Pietro – Total amount to be paid not to exceed \$2,700.54

Basic Skills Reading Curriculum Development (October 19 – December 17, 2005)

Develop curriculum for a reading course that will be thematically linked to an English course. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Diane Dieckmeyer – Total amount to be paid not to exceed \$3,600.72

Course Innovation Stipend for Math 10 – Chapter 3-6 (10/19/05 – 12/17/05)

Make lectures available to students as a supplement to their class notes, using *Scientific Notebook*, to write lecture notes and post online for students to download. Encourages technology use by students and faculty. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Will Clarke – Paid as a lump sum upon completion in the amount of \$1,000

Vocal Jazz Ensemble (November 4 – 22, 2005)

Drummer for the Riverside City College Vocal Jazz Ensemble Concert. Compensation at Group 1, Step 1 of the Faculty Hourly Salary Schedule.

Angela Tabor – Paid as a lump sum upon completion in the amount of \$500

Vocal Jazz Ensemble (November 4 – 22, 2005)

Arrange the song “Fly” for the Riverside City College Vocal Jazz Ensemble. Compensation at Group 1, Step 1 of the Faculty Hourly Salary Schedule.

Gerhard Guter – Paid as a lump sum upon completion in the amount of \$400

National Science Foundation Advanced Technological Education Program (10/18/05 – 12/17/05)

Project manage ABET accreditation effort; develop and obtain curriculum committee approval for Statistics for Technicians course; establish linkage with Cal Poly Pomona Engineering/Engineering Technology program; and perform other grant related work in support of the Principal Investigator. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Andy Robles – Total amount to be paid not to exceed \$2,250.45

National Science Foundation Advanced Technological Education Program (01/03/06 – 02/09/06)

Project manage ABET accreditation effort; develop and obtain curriculum committee approval for Statistics for Technicians course; establish linkage with Cal Poly Pomona Engineering/Engineering Technology program; and perform other grant related work in support of the Principal Investigator. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Andy Robles – Total amount to be paid not to exceed \$2,000.40



National Science Foundation Advanced Technological Education Program (02/13/06 – 06/08/06)  
Project manage ABET accreditation effort; develop and obtain curriculum committee approval for Statistics for Technicians course; establish linkage with Cal Poly Pomona Engineering/Engineering Technology program; and perform other grant related work in support of the Principal Investigator. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Andy Robles – Total amount to be paid not to exceed \$4,000.80

National Science Foundation Advanced Technological Education Program (10/18/05 – 12/17/05)  
Collaborate with Brendan O’Neill to develop and obtain curriculum committee approval for Physics for Technicians course. Compensation at Group 1, Step 1 of the Faculty Hourly Salary Schedule.

Phu Tran – Total amount to be paid not to exceed \$1,504

National Science Foundation Advanced Technological Education Program (01/03/06 – 02/09/06)  
Collaborate with Brendan O’Neill to develop and obtain curriculum committee approval for Physics for Technicians course. Compensation at Group 1, Step 1 of the Faculty Hourly Salary Schedule.

Phu Tran – Total amount to be paid not to exceed \$1,337

Kinetic Conversations (October 20 – December 4, 2005)

Choreography and performance for Fall Faculty Dance Concert. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Summer LeSueur – Paid as a lump sum upon completion in the amount of \$675.13

Kristin Rooney – Paid as a lump sum upon completion in the amount of \$621.27

Kinetic Conversations (October 20 – December 4, 2005)

Music composition.

Patrick Doran-Sheeran – Paid as a lump sum upon completion in the amount of \$300

Latino Educational Program (October 24 – December 17, 2005)

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

Clarence Romero – Total amount to be paid not to exceed \$1,100.22

Latino Educational Program (February 20 – March 29, 2006)

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

Clarence Romero – Total amount to be paid not to exceed \$1,100.22

**ESL 55 Shared Final Exam Development (October 1, 2005 – December 20, 2005)**

Coordinate the development of the writing portion of the final exam and the grading and evaluation session of the grammar and writing of the Final Exam for ESL 55. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Carla Stoabs – Paid as a lump sum upon completion in the amount of \$300

**ESL 55 Shared Final Exam Grading (October 1, 2005 – December 20, 2005)**

Participate in grading and evaluation session of the grammar and writing of the Final Exam for ESL 55 to be held in December after all classes have completed their final exams.

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

Linda Abidin – Paid as a lump sum upon completion in the amount of \$150

Doug Bowen – Paid as a lump sum upon completion in the amount of \$150

Olga Dumer – Paid as a lump sum upon completion in the amount of \$150

Robin Hendrickson – Paid as a lump sum upon completion in the amount of \$150

George Jiang – Paid as a lump sum upon completion in the amount of \$150

Miguel Reid – Paid as a lump sum upon completion in the amount of \$150

Margaret Shirinian – Paid as a lump sum upon completion in the amount of \$150

Carla Stoabs – Paid as a lump sum upon completion in the amount of \$150

Margaret Tjandra – Paid as a lump sum upon completion in the amount of \$150

Jennifer Vallely – Paid as a lump sum upon completion in the amount of \$150

**ESL 55 Shared Final Exam (October 1, 2005 – December 20, 2005)**

Participate in developing the writing portion of the Final Exam for ESL 55 which includes the following activities: meeting with the group to decide on format, evaluating the testing options, deciding on percentage distribution, creating a rubric, developing writing prompts which correspond to the stated student learning objectives of the course. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Doug Bowen – Paid as a lump sum upon completion in the amount of \$200

George Jiang – Paid as a lump sum upon completion in the amount of \$200

Miguel Reid – Paid as a lump sum upon completion in the amount of \$400

Carla Stoabs – Paid as a lump sum upon completion in the amount of \$400

Margaret Tjandra – Paid as a lump sum upon completion in the amount of \$200

Jennifer Vallely – Paid as a lump sum upon completion in the amount of \$400

**Screening/Interviewing Committee (Summer 2005)**

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

Douglas Alexander – Total amount to be paid not to exceed 11.5 hours

Anna Marie Amezquita – Total amount to be paid not to exceed 14 hours

Douglas Beckstrom – Total amount to be paid not to exceed 2.25 hours

Patricia Bufalino – Total amount to be paid not to exceed 4.5 hours

Janet Leigh Cordery – Total amount to be paid not to exceed 24.5 hours

Deborah Hall – Total amount to be paid not to exceed 11.5 hours

Jimmie Hill – Total amount to be paid not to exceed 7.5 hours

Donna Lesser – Total amount to be paid not to exceed 4 hours

Rosina Lopez – Total amount to be paid not to exceed 14 hours

High School Liaison (October 19 – December 15, 2005)

Assist Title V with contacting local high school districts and faculty; opening the lines of communication, coordinating articulation presentations and meetings, and working with college and high school faculty on curriculum alignment and articulation. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Bonavita Quinto-MacCallum – Paid as a lump sum upon completion in the amount of \$500

CAT Internship Project (October 18 – December 17, 2005)

Faculty member to obtain training for configuration and implementation of server messaging.

Janet Lehr– Paid as a lump sum upon completion in the amount of \$400

CAT Internship Project (October 18 – December 17, 2005)

Design CAT web site and internship program/class web pages.

Janet Lehr– Paid as a lump sum upon completion in the amount of \$2,600

Middle College H.S. Surveys (November 1 – December 16, 2005)

Follow up surveys for graduation classes of 2001 and 2005 as required by grant. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Tom Hale – Paid as a lump sum upon completion in the amount of \$1,000.20

SAFE Grant Service Learning (October 19 – December 17, 2005)

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

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

VirLynn Burton – Paid as a lump sum upon completion in the amount of \$333

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

Sharon Yates – Paid as a lump sum upon completion in the amount of \$333

SAFE Grant Service Learning (October 1 – December 17, 2005)

Incorporating Service Learning into curriculum.

Mark Lewis – Paid as a lump sum upon completion in the amount of \$333

Jacqueline Simon – Paid as a lump sum upon completion in the amount of \$333

Title V City Campus Curriculum Development (October 19 – December 17, 2005)

To create, implement and assist with curriculum development, planning and implementation of Title V activities as they relate to mathematics, English, ESL, and/or reading. The developer will also serve as a liaison between the department/discipline and the Title V program.

Chad Bemis – Paid as a lump sum upon completion in the amount of \$1,000

Christine Sandoval – Paid as a lump sum upon completion in the amount of \$1,000

Carla Stoabs – Paid as a lump sum upon completion in the amount of \$1,000

Linda Stonebreaker – Paid as a lump sum upon completion in the amount of \$1,000

**Kennedy Middle College Curriculum (October 19 – December 10, 2005)**

Combines effort with math and English faculty to identify any content gaps between RCC curriculum and CNUSD curriculum. Group will develop Senior College Prep classes to address any gaps. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Michael Cluff – Total amount to be paid not to exceed \$1,500

Jason Parks – Total amount to be paid not to exceed \$1,500

Robert Prior – Total amount to be paid not to exceed \$1,500

Andy Robles – Total amount to be paid not to exceed \$1,500

**Kennedy Middle College Curriculum (October 19 – December 10, 2005)**

Align curriculum and develop materials for RCC and high school; attend relevant CNUSD and RCC meetings. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Carlos Garcia – Total amount to be paid not to exceed \$300.06

Dominique Hitchcock – Total amount to be paid not to exceed \$300.06

Jason Parks – Total amount to be paid not to exceed \$300.06

Judy Perhamus – Total amount to be paid not to exceed \$300.06

Fernando Salcedo – Total amount to be paid not to exceed \$300.06

Paul Van Hulle – Total amount to be paid not to exceed \$300.06

**First Annual Articulation Conference (November 1, 2005)**

Faculty member will present at the First Annual Articulation Conference sponsored by Title V Moreno Valley Campus. Presentation includes preparing senior for college level composition, weaving RCC English curriculum with High School English curriculum, recruitment of students, placing into RCC English, collaborating between RCC faculty and high school faculty, and success rates. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Christine Sandoval – Paid as a lump sum upon completion in the amount of \$200

**First Annual Articulation Conference (November 1, 2005)**

Faculty member will attend and participate in the Articulation Conference. This conference will focus on opening discipline dialogues with high school faculty. Curriculum, standards and skill sets will be some of the topics discussed. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Anna Marie Amezcquita – Paid as a lump sum upon completion in the amount of \$150

Patricia Bufalino – Paid as a lump sum upon completion in the amount of \$150

Sean Brake – Paid as a lump sum upon completion in the amount of \$150

Olga Dumer – Paid as a lump sum upon completion in the amount of \$150

Jose Duran – Paid as a lump sum upon completion in the amount of \$150

Fen Johnson – Paid as a lump sum upon completion in the amount of \$150

Bonavita Quinto-MacCallum – Paid as a lump sum upon completion in the amount of \$150

Rolando Regino – Paid as a lump sum upon completion in the amount of \$150

Joe Reynolds – Paid as a lump sum upon completion in the amount of \$150

Kathleen Saxon – Paid as a lump sum upon completion in the amount of \$150

Katie Smith – Paid as a lump sum upon completion in the amount of \$150

Carlos Tovares – Paid as a lump sum upon completion in the amount of \$150

Edd Williams – Paid as a lump sum upon completion in the amount of \$150

Name	Subject
Avila, Patricia	Counseling
Aycock, Gregory	Counseling
Bajaj, Pankaj	Computer Information Systems
Baker, Sandra	Nursing
Barnes, Micheal	Counseling
Brewster, Steven	Library
Brockenbrough, Celia	Library
Carreras, Sofia	Dance
Carrillo, Michael	Guidance
Chaks, Leslie	Counseling
DiThomas, Deborah	Guidance
Gall, Nancy	Graphics
Garcia, Hayley	Library
Haugh, Judy	Counseling
Huang, Shufen	Mathematics
Jimenez, Gary	Counseling
Johnson, Fen	Mathematics
Knecht, Jasminka	Music
Mahon, Richard	Humanities
Marks, Jill	History
Moores, Paul	Library
Ortega, Daniel	Guidance
Pena, Larry	Counseling
Ryder, Mary	Counseling
Stone, Rachel	American Sign Language
Thomas, Sylvia	Work Experience
Vasquez, Beatriz	Biology
Yglecias, Elizabeth	Counseling

NAME	SUBJECT
Adams, Gregory	Emergency Medical Services
Aldridge, Lola	Physician's Assistant
Allen II, John	Emergency Medical Services
Alvarez, Veronica	Spanish
Anderson, John	Senior Citizen Education
Baker, Kevin	Guidance
Baker, Lance	Physical Education
Barankovich, Jennifer	Chemistry
Barnes, Sharon	Emergency Medical Services
Beach, Joshua	English
Beeler, Timothy	Emergency Medical Services
Bhatia, Anish	Humanities
Biehl, John	Biology Sub
Biggs, Steven	Theater
Blackmore, Lois	Senior Citizen Education
Bolowich, Hans	Emergency Medical Services
Bratton, Marc	Physician's Assistant
Broussard, Princess	Counseling
Chambers, Dean	Accounting
Chavez, Noel	Physician's Assistant
Collier, Steve	CIS
Copeland, Jeffrey	Emergency Medical Services
Coryell, John	Emergency Medical Services
Coulter, Alan	Administration of Justice
Courts, Janet	Accounting Sub
Curren, Scott	Electronics
Daniels, Leland	Human Services
Davis, Scott	Emergency Medical Services
Dirende, Dana	English
Dominguez, Robert	Music
Dotson, Gary	Fire Technology
Doty, Ann	Physical Education
Doyle, John	AOJ
Duncan, Terry	Emergency Medical Services
Eastridge, Monica	Art
Esquivel-Wessler, Raquel	Paralegal
Evan, Evan	Business
Farrell, Kathleen	English
Fillippelli, Kristen	Physical Education
Fonseca, Robert	Physician's Assistant
Garcia, Richard	Electronics

<u>NAME</u>	<u>SUBJECT</u>
Gerger, Debra	Dental Hygiene
Goodrich, Ronald	Computer Information Systems
Gressier, Pamela	Senior Citizen Education
Griffin, Alice	English
Gutierrez, Salvador	Administration of Justice
Hale, Tom	Education
Hall, Elizabeth	Reading
Harold, Ryan	Emergency Medical Services
Hartnett, Jess	Emergency Medical Services
Hayes, William	Biology
Holben, David	Music
Horne, Jeanette	Senior Citizen Education
James, Hudena	Paralegal Studies
James, Jacqueline	Paralegal Studies
Jeremiah, Steven	Emergency Medical Services
Jordon, Susan	Nursing
Kelley, Heather	Mathematics
Kinsey, Richard	Music
Kipley, Mark	Fire Technology
Klintworth, Paul	Music
Knight, Carla	Emergency Medical Services
Knosp, Linda	Senior Citizen Education
Kowallis, Norman	Physician Assistant
Kramer, Gigi	Emergency Medical Services
Kurland, Harvey	Senior Citizen Education
Leon, Christopher	Emergency Medical Services
Libertini, Richard	Music
Lindsey, Daniel	Mathematics
Maheshwari, Subodh	Senior Citizen Education
Martinez, David	Physical Education
Mawn, Doris	Medical Assisting
May, Michael	Accounting
McConnell, Lisa	Administration of Justice
McDaniel, Keith	Emergency Medical Services
McGinn, Kelly	Human Services
McKindley, Judith	Emergency Medical Services
McPherson, Ronald	Computer Information Systems
McWilliams, Elizabeth	Early Childhood Studies
Mulhall, Michael	Emergency Medical Services
Murphy, Dennis	Emergency Medical Services
Nace, Julie	Emergency Medical Services

NAME	SUBJECT
Navarro, Nidia	Guidance
Nordbeck, Dana	Nursing
O'Connor, Phil	Music
Ohl, Curtis	Psychology
Pinson, John	English
Porter, Tigger	Fire Technology
Price, Patrick	Emergency Medical Services
Prince, Gary	Computer Information Services
Pritchard, Randy	Emergency Medical Services
Racataian, Cristian	Computer Information Services
Read, Patrick	Music
Reynaud, Michael	Emergency Medical Services
Richardson Jr., David	Guidance/Counseling
Richmond, Daniel	Emergency Medical Services
Robinson, Jack	English
Robles, Magdalena	Emergency Medical Services
Rodriguez, Paul	Mathematics
Ross, Al	Real Estate
Roulston, Adam	Fire Science
Russell, Hazel	History/Sociology
Sabet, Mark	Computer Information Services
Sandidge, Joshua	Emergency Medical Services
Scharff, Mira	Physical Education
Schmidt, Steven	Music
Schoepflin, Leann	Dental Hygiene
Sferrazza, Mary	Senior Citizen Education
Shafer, Kenneth	History
Shibalovich, Paul	Mathematics
Shrake, Creagan	Geography
Smith, Julia	Physical Education
Soto, Nadia	Administration of Justice
Sotodemayor, Stephen	Physician's Assistant
Stafford, Paula	Physician's Assistant
Stamenkovich, Vera	Counseling
Steele, Loretta	Computer Information Services
Tate Jr., Curtiss	Emergency Medical Services
Taylor, Frank	Administration of Justice
Tennies, Michael	Human Services
Tew, Merrill	Senior Citizen Education
Tohline, Sharon	English
Vasile, Dan	Physician's Assistant



<u>NAME</u>	<u>SUBJECT</u>
Vega, Daniel	Counseling
Walsh, Sarah	Senior Citizen Education
Watson Jr., Harry	Mathematics
Weems, Justin	Emergency Medical Technician
Wennbo, Amanda	Health Care Technician
White, Michael	Emergency Medical Services
Wickers, Rodney	Real Estate
Wickremesinghe, Manoj	Counseling
Wilde, Sean	Emergency Medical Services
Williams, Steven	Music
Wu, Elva	Emergency Medical Services
Wu, Stephen	Emergency Medical Services
Yao, Chui	Mathematics
Yetter, Maria-Carlota	Spanish
Yount, Michael	Emergency Medical Services

<u>NAME</u>	<u>POSITION</u>
Beltran, Lisa	Early Childhood Master Teacher, hourly
Bijani, Shirley	Early Childhood Master Teacher, hourly
Carroll, Ashontis	Preschool Associate Teacher, hourly
Chavez, Yvonne	Preschool Associate Teacher, hourly
Cole, Glorimar	Preschool Associate Teacher, hourly
Diaz, Grissel	Preschool Associate Teacher, hourly
Hays, Denise	Preschool Associate Teacher, hourly
Helm, Susan	Preschool Associate Teacher, hourly
Herbertson, Regina	Preschool Teacher, hourly
Heredia, Christina	Early Childhood Master Teacher, hourly
Martinez, Linda	Early Childhood Master Teacher, hourly
Martinez, Vilma	Early Childhood Master Teacher, hourly
Meijer, Ann	Preschool Associate Teacher, hourly
Mercer, Nancy	Preschool Teacher, hourly
Morales, Lyneet	Preschool Associate Teacher, hourly
Pulido, Jessica	Early Childhood Master Teacher, hourly
Ramos, Juliana	Preschool Associate Teacher, hourly
Ridgel, Lynette	Preschool Associate Teacher, hourly
Rivera, Christina	Early Childhood Master Teacher, hourly
Rodriguez, Rebecca	Preschool Associate Teacher, hourly
Shanahan, Sarah	Preschool Associate Teacher, hourly
Siegurg, Christine	Preschool Associate Teacher, hourly
Straczek, Nancy	Preschool Associate Teacher, hourly
Tyrell, Carmen	Early Childhood Master Teacher, hourly
Weaver, Sandra	Early Childhood Master Teacher, hourly
Winsell, Emily	Preschool Master Teacher, hourly
Zepeda, Laura	Preschool Associate Teacher, hourly
Zipper, Frances	Preschool Associate Teacher, hourly

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES  
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Katherine Aceves	Clerical, Substitute	09/12/05-12/01/05	15-1
Cheryl Burke	Clerical, Substitute	08/01/05-06/30/06	15-1
Ruth Ann Milam	Clerical, Substitute	09/23/05-11/15/05	16-1
Aya Saito	Clerical, Substitute	09/26/05-06/30/06	18-1
Cindi Washam	Clerical, Substitute	08/29/05-02/28/06	16-1
Mark Adame	Custodian, Substitute	09/20/05-06/30/06	13-1
Matthew Hutcheson	Sr. Toolroom Attendant, Sub.	10/03/05-06/30/06	16-1

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>
Wendi Turk	Accompanist III	07/01/05-06/30/06	15.00/hour
Mehret Isaac	Budget/Accounting Specialist	09/01/05-06/30/06	35.00/hour
Jeannine Deloye	Communication Assistant	08/30/05-06/30/06	7.75/hour
Jacqueline Duran	Community Service Officer	09/12/05-06/30/06	14.00/hour
Ryan Henry	Community Service Officer	09/01/05-06/30/06	14.00/hour
Gerald Parks	Community Service Officer	08/26/05-06/30/06	14.00/hour
Erik Peraza	Community Service Officer	08/26/05-06/30/06	14.00/hour
Patricia Rios	Community Service Officer	08/26/05-06/30/06	14.00/hour
Vicki Soelter	Computer Operator	07/11/05-09/30/05	15.00/hour
Kelly Scott	Computer Technician	08/31/05-06/30/06	10.00/hour
Mark Adame	Custodian Assistant	09/20/05-06/30/06	12.50/hour
John Hill	Food Service Assistant	09/01/05-06/30/06	9.00/hour
Guadalupe Neeld	Food Service Assistant	09/08/05-06/30/06	9.00/hour
Mary Vargas	Food Service Assistant	08/01/05-06/30/06	9.00/hour
Tom Vitzelio	Grant Facilitator	10/01/05-06/30/06	40.00/hour
Joseph Skelley	Instructional Aide I	09/01/05-06/30/06	6.75/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>
Michael McMurray	Instructional Aide III	09/06/05-05/30/06	8.75/hour
Arlyne Witczak	Interpreter I	09/30/05-06/30/06	11.00/hour
Sandra Laird	Interpreter II	09/21/05-06/30/06	15.00/hour
Joseph Bates	Interpreter III	09/12/05-06/30/06	18.00/hour
Mark McCrory	Interpreter III	08/30/05-06/30/06	18.00/hour
Maria Kochan	Lab Aide II	09/15/05-06/30/06	10.00/hour
Amari Canada	Matriculation Assistant II	09/12/05-06/30/06	9.50/hour
Michelle Wright	Matriculation Assistant II	09/15/05-06/30/06	9.50/hour
Daniel Carrillo	Office Assistant I	09/15/05-06/30/06	9.00/hour
Anatoliy Daniliouk	Office Assistant I	09/12/05-06/30/06	9.00/hour
Daisy Figueroa	Office Assistant I	09/15/05-06/30/06	9.00/hour
Eman Kenj	Office Assistant I	09/06/05-06/30/06	9.00/hour
Ruth Ann Milam	Office Assistant I	09/12/05-06/30/06	9.00/hour
Carol Rivas	Office Assistant I	09/01/05-06/30/06	9.00/hour
Christine Strahan	Office Assistant I	09/01/05-06/30/06	9.00/hour
Syreeta Theroith	Office Assistant I	09/20/05-06/30/06	9.00/hour
Francisco Vazquez, Jr.	Office Assistant I	09/01/05-06/30/06	9.00/hour
Armin Bozorg-Tchami	Office Assistant II	08/31/05-06/30/06	10.50/hour
Phung Ngo	Office Assistant II	08/31/05-06/30/06	10.50/hour
Natalie Aceves	Office Assistant III	09/01/05-06/30/06	12.50/hour
Michael Evans	Office Assistant III	09/09/05-06/30/06	12.50/hour
Shirly Ignatius	Office Assistant III	10/01/05-06/30/06	12.50/hour
Joanne Pirch	Office Assistant III	09/01/05-06/30/06	12.50/hour
Sylvia Fort	Office Assistant IV	09/01/05-06/30/06	14.00/hour
Joan Llaneza	Stage Technician III	09/01/05-06/30/06	8.50/hour
Timothy Mahoney	Stage Technician III	08/01/05-06/30/06	8.50/hour

VOLUNTEERS  
BOARD RESOLUTION 10-97/98

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Fred Capuano	Applied Technology	09/11/05-03/10/06
Rosemary Capuano	Applied Technology	09/11/05-03/10/06
Laura Cross-Whiteman	Applied Technology	08/31/05-12/17/05
Howard Jones	Applied Technology	09/01/05-02/10/06
Danielle Medina	Applied Technology	08/31/05-12/17/05
Norlbrte Montoya	Applied Technology	09/06/05-12/17/05
Chris Fleming	Athletics	09/10/05-12/31/05
Donna Abrahamsen	Culinary Academy	08/29/05-12/09/05
Anthony Albini	Culinary Academy	08/29/05-12/09/05
Mack Anderstrom	Culinary Academy	08/29/05-12/09/05
Raul Anguiano	Culinary Academy	08/29/05-12/09/05
Janelle Avalos	Culinary Academy	08/29/05-12/09/05
Stephanie Beltran	Culinary Academy	08/29/05-12/09/05
Simon Bouie	Culinary Academy	08/29/05-12/09/05
Elizabeth Cabrera	Culinary Academy	08/29/05-12/09/05
Matt Bukky	Culinary Academy	08/29/05-12/09/05
Eric Carter	Culinary Academy	08/29/05-12/09/05
Rafael Casique	Culinary Academy	08/29/05-12/09/05
Ricardo Casique	Culinary Academy	08/29/05-12/09/05
Mailee Chau	Culinary Academy	08/29/05-12/09/05
Jason Collins	Culinary Academy	08/29/05-12/09/05
Javier Cosio	Culinary Academy	08/29/05-12/09/05
Damaris Cuevas	Culinary Academy	08/29/05-12/09/05
Nicole Duncan	Culinary Academy	08/29/05-12/09/05
Mike Farber	Culinary Academy	08/29/05-12/09/05
Kevin Fritts	Culinary Academy	08/29/05-12/09/05
Sherelle Gaines	Culinary Academy	08/29/05-12/09/05
Brian Gibson	Culinary Academy	08/29/05-12/09/05
David Gonzales	Culinary Academy	08/29/05-12/09/05
Timothy Gonzales	Culinary Academy	08/29/05-12/09/05
Jeff Guerra	Culinary Academy	08/29/05-12/09/05
Tamara Hagen	Culinary Academy	08/29/05-12/09/05
Taylor Harris	Culinary Academy	08/29/05-12/09/05
Jennifer Hartley	Culinary Academy	08/29/05-12/09/05
Ricardo Haslett	Culinary Academy	08/29/05-12/09/05
Melissa Henry	Culinary Academy	08/29/05-12/09/05
Richard Hollenbeck	Culinary Academy	08/29/05-12/09/05
Liliana Jardon	Culinary Academy	08/29/05-12/09/05
Henri Krant	Culinary Academy	08/29/05-12/09/05
Michael Lapow	Culinary Academy	08/29/05-12/09/05

VOLUNTEERS  
BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Michelle Lara	Culinary Academy	08/29/05-12/09/05
Amy Lewis	Culinary Academy	08/29/05-12/09/05
Alejandro Lizano	Culinary Academy	08/29/05-12/09/05
Miss Marie	Culinary Academy	08/29/05-12/09/05
Debra Marshall	Culinary Academy	08/29/05-12/09/05
Angela Mayo	Culinary Academy	08/29/05-12/09/05
Hope McCants	Culinary Academy	08/29/05-12/09/05
Aja McKinney	Culinary Academy	08/29/05-12/09/05
Robert Montalvo	Culinary Academy	08/29/05-12/09/05
Natashia Moore	Culinary Academy	08/29/05-12/09/05
Rhonda Moore	Culinary Academy	08/29/05-12/09/05
Nicholas Olivas	Culinary Academy	08/29/05-12/09/05
Eleanor Perez	Culinary Academy	08/29/05-12/09/05
M. Josephine Perez	Culinary Academy	08/29/05-12/09/05
Joshua Peterson	Culinary Academy	08/29/05-12/09/05
Robert Phang	Culinary Academy	08/29/05-12/09/05
Jacklyn Plain	Culinary Academy	08/29/05-12/09/05
Jeneé Poverelli	Culinary Academy	08/29/05-12/09/05
Garryd Queen	Culinary Academy	08/29/05-12/09/05
Kristen Rich	Culinary Academy	08/29/05-12/09/05
Jacqueline Rios	Culinary Academy	08/29/05-12/09/05
Mark Root	Culinary Academy	08/29/05-12/09/05
Barbara Sanders	Culinary Academy	08/29/05-12/09/05
John Sells, Jr.	Culinary Academy	08/29/05-12/09/05
Nicole Shorter	Culinary Academy	08/29/05-12/09/05
Mary Simpkins	Culinary Academy	08/29/05-12/09/05
Jessica Simpson	Culinary Academy	08/29/05-12/09/05
Amanda Smith	Culinary Academy	08/29/05-12/09/05
Linzy St. George	Culinary Academy	08/29/05-12/09/05
Mark Swanson, Jr.	Culinary Academy	08/29/05-12/09/05
Alfred Valencia	Culinary Academy	08/29/05-12/09/05
Carlos Valladares	Culinary Academy	08/29/05-12/09/05
Elias Vera	Culinary Academy	08/29/05-12/09/05
Faith Walker	Culinary Academy	08/29/05-12/09/05
Mark Weinberger	Culinary Academy	08/29/05-12/09/05
Gilda Williams	Culinary Academy	08/29/05-12/09/05
Jermaine Williams	Culinary Academy	08/29/05-12/09/05
Caolyn Camps	DSP&S	08/30/05-02/28/06
Tiffany Salas	DSP&S	08/31/05-12/17/05
Noel Valencia	DSP&S	08/31/05-12/10/05
Jason Adell	Health, Human and Public Services	08/31/05-02/28/06

VOLUNTEERS  
BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Victor Agramon	Health, Human and Public Services	08/31/05-02/28/06
William Aguinaldo	Health, Human and Public Services	08/31/05-12/17/05
Russell Albright	Health, Human and Public Services	08/31/05-12/17/05
Aida Alsayeh	Health, Human and Public Services	08/31/05-12/17/05
Heather Armend	Health, Human and Public Services	08/31/05-12/17/05
Maria Arvide	Health, Human and Public Services	08/31/05-12/17/05
Stephanie Badillo	Health, Human and Public Services	08/31/05-12/17/05
Brooke Barnes	Health, Human and Public Services	08/31/05-12/17/05
Lernardo Bautista	Health, Human and Public Services	08/31/05-12/17/05
Kyle Bean	Health, Human and Public Services	08/31/05-12/17/05
Carlos Becerril	Health, Human and Public Services	08/31/05-02/28/06
Brian Bedell	Health, Human and Public Services	08/31/05-12/17/05
Jason Biniasz	Health, Human and Public Services	08/31/05-12/17/05
Justin Bland	Health, Human and Public Services	08/31/05-02/28/06
Joshua Borrayo	Health, Human and Public Services	08/31/05-12/17/05
Christopher Brann	Health, Human and Public Services	08/31/05-02/28/06
Stacy Brien	Health, Human and Public Services	08/31/05-12/17/05
Richard Burgess	Health, Human and Public Services	08/31/05-12/17/05
Lora Burke-Gerchman	Health, Human and Public Services	08/31/05-12/17/05
Matthew Burnett	Health, Human and Public Services	08/31/05-12/17/05
Willard Butler	Health, Human and Public Services	08/31/05-12/17/05
Elizabeth Campbell	Health, Human and Public Services	08/31/05-02/28/06
Steve Cisneros	Health, Human and Public Services	08/31/05-12/17/05
Thomas Clements	Health, Human and Public Services	08/31/05-02/28/06
Brandon Conrad	Health, Human and Public Services	08/31/05-12/17/05
John Corcoran	Health, Human and Public Services	08/31/05-02/28/06
August Cube	Health, Human and Public Services	08/31/05-12/17/05
Evan Cupples	Health, Human and Public Services	08/31/05-12/17/05
Donald David	Health, Human and Public Services	08/31/05-12/17/05
Brian Davis	Health, Human and Public Services	08/31/05-02/28/06
Andrew Degennaro	Health, Human and Public Services	08/31/05-12/17/05
Derrick Dellinger	Health, Human and Public Services	08/31/05-02/28/06
Ryan DeMamiel	Health, Human and Public Services	08/31/05-02/28/06
Derek DeVoe	Health, Human and Public Services	08/31/05-12/17/05
Brennan Doerr	Health, Human and Public Services	08/31/05-02/28/06
Kevin Dominguez	Health, Human and Public Services	08/31/05-12/17/05
Gerald Dugger	Health, Human and Public Services	08/31/05-12/17/05
Matthew Durham	Health, Human and Public Services	08/31/05-02/28/06
Garrett Erwin	Health, Human and Public Services	08/31/05-12/17/05
Ricky Escarsega	Health, Human and Public Services	08/31/05-12/17/05
Junia Esparza	Health, Human and Public Services	08/31/05-12/17/05
Jeremy Fisher	Health, Human and Public Services	08/31/05-12/17/05

VOLUNTEERS  
BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Greg Friebel	Health, Human and Public Services	08/31/05-02/28/06
Edwin Garcia	Health, Human and Public Services	08/31/05-12/17/05
Sean Gaugler	Health, Human and Public Services	08/31/05-12/17/05
Frederick Gerlach	Health, Human and Public Services	08/31/05-12/17/05
Jon Gilbert	Health, Human and Public Services	08/31/05-12/17/05
Warren Goings	Health, Human and Public Services	08/31/05-12/17/05
Heidi Guilford	Health, Human and Public Services	08/31/05-12/17/05
Jimmy Han	Health, Human and Public Services	08/31/05-12/17/05
Breanne Hardgrave	Health, Human and Public Services	08/31/05-02/28/06
Edward Hereford	Health, Human and Public Services	08/31/05-12/17/05
Bernice Hernandez	Health, Human and Public Services	08/31/05-12/17/05
Marcus Hernandez	Health, Human and Public Services	08/31/05-02/28/06
Cassandra Hogan	Health, Human and Public Services	08/31/05-12/17/05
Christopher Hoggatt	Health, Human and Public Services	08/31/05-02/28/06
Anthony House	Health, Human and Public Services	08/31/05-12/17/05
Michael Isberto	Health, Human and Public Services	08/31/05-12/17/05
Megan Jacobson	Health, Human and Public Services	08/31/05-12/17/05
Rhys Klasno	Health, Human and Public Services	08/31/05-12/17/05
Stephen Krisman	Health, Human and Public Services	08/31/05-02/28/06
Amy La Frenz	Health, Human and Public Services	08/31/05-12/17/05
Eric Leidig	Health, Human and Public Services	08/31/05-12/17/05
Josh Leone	Health, Human and Public Services	08/31/05-02/28/06
Maegan Logan	Health, Human and Public Services	08/31/05-12/17/05
Chris Martin	Health, Human and Public Services	08/31/05-12/17/05
Francisco Martinez	Health, Human and Public Services	08/31/05-02/28/06
Luis Martinez	Health, Human and Public Services	08/31/05-12/17/05
Vincent Martinez	Health, Human and Public Services	08/31/05-02/28/06
Ryan Mason	Health, Human and Public Services	08/31/05-12/17/05
Bryce Medicus	Health, Human and Public Services	08/31/05-12/17/05
Alexander Melara	Health, Human and Public Services	08/31/05-12/17/05
Herbert Melara	Health, Human and Public Services	08/31/05-12/17/05
Kyle Menzies	Health, Human and Public Services	08/31/05-02/28/06
Roxana Meza	Health, Human and Public Services	08/31/05-12/17/05
Lilia Molina	Health, Human and Public Services	08/31/05-12/17/05
Jacquelyn Morgan	Health, Human and Public Services	08/31/05-12/17/05
Jeffrey Morgan	Health, Human and Public Services	08/31/05-12/17/05
Kim Morrison	Health, Human and Public Services	08/31/05-12/17/05
Michael Mueller	Health, Human and Public Services	08/31/05-02/28/06
Rosemarie Muncy	Health, Human and Public Services	08/31/05-02/28/06
Kris Murray	Health, Human and Public Services	08/31/05-12/17/05
Jacob Mylles	Health, Human and Public Services	08/31/05-02/28/06
Daniel Ng	Health, Human and Public Services	08/31/05-12/17/05



VOLUNTEERS  
BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Barron Noah	Health, Human and Public Services	08/31/05-12/17/05
Kevin Norton	Health, Human and Public Services	08/31/05-12/17/05
Tyler Odin	Health, Human and Public Services	08/31/05-12/17/05
Lee Oliva	Health, Human and Public Services	08/31/05-12/17/05
Carlos Otero	Health, Human and Public Services	08/31/05-12/17/05
Dorinda Otwell	Health, Human and Public Services	08/31/05-12/17/05
Ezequiel Paletta	Health, Human and Public Services	08/31/05-12/17/05
Adam Payne	Health, Human and Public Services	08/31/05-12/17/05
Kyle Pederson	Health, Human and Public Services	08/31/05-12/17/05
Christopher Peinado	Health, Human and Public Services	08/31/05-12/17/05
Jessica Perez	Health, Human and Public Services	08/31/05-12/17/05
Michael Pfaff	Health, Human and Public Services	08/31/05-02/28/06
Cristina Ramirez	Health, Human and Public Services	08/31/05-12/17/05
Erick Renderos	Health, Human and Public Services	08/31/05-12/17/05
Rory Rexroad	Health, Human and Public Services	08/31/05-02/28/06
Traci Rios-Deutsch	Health, Human and Public Services	08/31/05-02/28/06
Jeremy Roberts	Health, Human and Public Services	08/31/05-02/28/06
Steven Robinson	Health, Human and Public Services	08/31/05-12/17/05
Larry Rodriguez	Health, Human and Public Services	08/31/05-12/17/05
Elisha Rodriguez	Health, Human and Public Services	08/31/05-12/17/05
Todd Rohn	Health, Human and Public Services	08/31/05-02/28/06
Lorenzo Romero	Health, Human and Public Services	08/31/05-12/17/05
Renee Rosales	Health, Human and Public Services	08/31/05-12/17/05
Ryan Roufs	Health, Human and Public Services	08/31/05-02/28/06
Selwyn Ryan	Health, Human and Public Services	08/31/05-12/17/05
Jose Saa	Health, Human and Public Services	08/31/05-02/28/06
David Saldana	Health, Human and Public Services	08/31/05-02/28/06
Dayan Sanchez	Health, Human and Public Services	08/31/05-12/17/05
Rafael Serrano	Health, Human and Public Services	08/31/05-02/28/06
Nicholas Shahan	Health, Human and Public Services	08/31/05-12/17/05
Joshua Shimizu	Health, Human and Public Services	08/31/05-12/17/05
Ashley Shosemaker	Health, Human and Public Services	08/31/05-12/17/05
Kevin Shrive	Health, Human and Public Services	08/31/05-02/28/06
Doug Shumway	Health, Human and Public Services	08/31/05-12/17/05
James Simpson	Health, Human and Public Services	08/31/05-12/17/05
Matthew Stibal	Health, Human and Public Services	08/31/05-02/28/06
Curtis Stirling	Health, Human and Public Services	08/31/05-02/28/06
Jade Surace	Health, Human and Public Services	08/31/05-12/17/05
Charles Tasker	Health, Human and Public Services	08/31/05-02/28/06
Ervin Taylor	Health, Human and Public Services	08/31/05-12/17/05
Ryan Taylor	Health, Human and Public Services	08/31/05-12/17/05
William Thorn	Health, Human and Public Services	08/31/05-02/28/06

VOLUNTEERS  
BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Ashley Tift	Health, Human and Public Services	08/31/05-12/17/05
Jeffrey Toth	Health, Human and Public Services	08/31/05-02/28/06
Michael Trojnar	Health, Human and Public Services	08/31/05-12/17/05
Arlen Varela	Health, Human and Public Services	08/31/05-12/17/05
Jose Velasco	Health, Human and Public Services	08/31/05-02/28/06
Charlie Waibel	Health, Human and Public Services	08/31/05-12/17/05
Ashlee Walls	Health, Human and Public Services	08/31/05-12/17/05
Richard Walsh	Health, Human and Public Services	08/31/05-02/28/06
Hayley Ward	Health, Human and Public Services	08/31/05-12/17/05
Melissa Warstler	Health, Human and Public Services	08/31/05-02/28/06
Hans Wurm	Health, Human and Public Services	08/31/05-12/17/05
Melvin Yusi	Health, Human and Public Services	08/31/05-12/17/05
Roman Zavala	Health, Human and Public Services	08/31/05-02/28/06
Kenneth Zoleta	Health, Human and Public Services	08/31/05-12/17/05
Maria De Grande	Math	10/01/05-04/01/06
Elda Abadin-Zarraga	Nursing	08/31/05-12/16/05
Mavis Achumba	Nursing	08/31/05-12/16/05
Delon Acosta	Nursing	08/31/05-12/16/05
Griselda Acosta	Nursing	08/31/05-12/16/05
Jean Adiar	Nursing	08/31/05-12/16/05
Angela Adame	Nursing	08/31/05-12/16/05
Christopher Adams	Nursing	08/31/05-12/16/05
Jenifer Afalla	Nursing	08/31/05-12/16/05
Celestine Allen	Nursing	08/31/05-12/16/05
Daisy Alvarado	Nursing	08/31/05-12/16/05
Elsa Angel	Nursing	08/31/05-12/16/05
Carlos Antuna	Nursing	08/31/05-12/16/05
Kristina Appelhof	Nursing	08/31/05-12/16/05
Susana Archila	Nursing	08/31/05-12/16/05
Nena Artienda	Nursing	08/31/05-12/16/05
Marcia Arvizu	Nursing	08/31/05-12/16/05
Crystal Azar	Nursing	08/31/05-12/16/05
Todd Baca	Nursing	08/31/05-12/16/05
Lindsay Bacca	Nursing	08/31/05-12/16/05
Sean Bacca	Nursing	08/31/05-12/16/05
Jessica Bacon	Nursing	08/31/05-12/16/05
Gina Baerresen	Nursing	08/31/05-12/16/05
Monica Bagga	Nursing	08/31/05-12/16/05
Raquel Banta	Nursing	08/31/05-12/16/05
Jacqueline Bass	Nursing	08/31/05-12/16/05

VOLUNTEERS  
BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Margot Bennet-Neuhoff	Nursing	08/31/05-12/16/05
Demaris Bermudez	Nursing	08/31/05-12/16/05
Brian Bischoff	Nursing	08/31/05-12/16/05
Russell Blankenship	Nursing	08/31/05-12/16/05
Bryce Boles	Nursing	08/31/05-12/16/05
Lindsey Bollschweiler	Nursing	08/31/05-12/16/05
Agnes Bologna	Nursing	08/31/05-12/16/05
Stacey Bolton	Nursing	08/31/05-12/16/05
Melanie Bowman	Nursing	08/31/05-12/16/05
Stephanie Boydston	Nursing	08/31/05-12/16/05
Lisa Brito	Nursing	08/31/05-12/16/05
Erica Brooks	Nursing	08/31/05-12/16/05
Candice Bruns	Nursing	08/31/05-12/16/05
Emily Buentipo	Nursing	08/31/05-12/16/05
Edith Burdett	Nursing	08/31/05-12/16/05
Estela Burdette	Nursing	08/31/05-12/16/05
Kathy Byloff	Nursing	08/31/05-12/16/05
William Cabacungan	Nursing	08/31/05-12/16/05
Terrence Cagandahan	Nursing	08/31/05-12/16/05
Sarah Cahoon	Nursing	08/31/05-12/16/05
Judy Cano	Nursing	08/31/05-12/16/05
Suzie Carter	Nursing	08/31/05-12/16/05
Steve Casarez	Nursing	08/31/05-12/16/05
Van Chau	Nursing	08/31/05-12/16/05
Sadie Chichakly	Nursing	08/31/05-12/16/05
Maung Ching	Nursing	08/31/05-12/16/05
Beverly Chongwe	Nursing	08/31/05-12/16/05
Jennifer Church	Nursing	08/31/05-12/16/05
Alisa Clawson	Nursing	08/31/05-12/16/05
Linda Clayton	Nursing	08/31/05-12/16/05
Ranatha Contreras	Nursing	08/31/05-12/16/05
Alma Cordova	Nursing	08/31/05-12/16/05
Mary Cortes	Nursing	08/31/05-12/16/05
Georgina Costa	Nursing	08/31/05-12/16/05
Carlos Cox	Nursing	08/31/05-12/16/05
Amber Crawford	Nursing	08/31/05-12/16/05
Katricia Culp	Nursing	08/31/05-12/16/05
Beth Dalby	Nursing	08/31/05-12/16/05
Thao Dao	Nursing	08/31/05-12/16/05
Andrea Davis	Nursing	08/31/05-12/16/05
Maria DeLeon	Nursing	08/31/05-12/16/05
Dennis Delote	Nursing	08/31/05-12/16/05

VOLUNTEERS  
BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Michelle DeWitt	Nursing	08/31/05-12/16/05
Dinah Faye Dicen	Nursing	08/31/05-12/16/05
Stephanie Do	Nursing	08/31/05-12/16/05
Sakhile Dube	Nursing	08/31/05-12/16/05
Jennifer Dubois	Nursing	08/31/05-12/16/05
Doris Dunger	Nursing	08/31/05-12/16/05
Coleen Dupree	Nursing	08/31/05-12/16/05
Cristina Duran	Nursing	08/31/05-12/16/05
Lori Elliott	Nursing	08/31/05-12/16/05
Sidney Enabe	Nursing	08/31/05-12/16/05
Deborah Escobar	Nursing	08/31/05-12/16/05
Jennifer Espejo	Nursing	08/31/05-12/16/05
Alan Estrada	Nursing	08/31/05-12/16/05
Kelly Fairres	Nursing	08/31/05-12/16/05
Joyce Farmer	Nursing	08/31/05-12/16/05
Patricia Farnham	Nursing	08/31/05-12/16/05
Justin Fenton	Nursing	08/31/05-12/16/05
Elizabeth Fernandez	Nursing	08/31/05-12/16/05
Oscar Fernandez	Nursing	08/31/05-12/16/05
Megan Ferrette	Nursing	08/31/05-12/16/05
Jonathan Ferry	Nursing	08/31/05-12/16/05
Angela Fife	Nursing	08/31/05-12/16/05
Paolo Antonio Flores	Nursing	08/31/05-12/16/05
Vanessa Fortine	Nursing	08/31/05-12/16/05
Chalisa Foster-Jackson	Nursing	08/31/05-12/16/05
Bertha Franco	Nursing	08/31/05-12/16/05
Jane Frank	Nursing	08/31/05-12/16/05
Soledad Franklin	Nursing	08/31/05-12/16/05
Miranda Fugate	Nursing	08/31/05-12/16/05
Sarah Gagner	Nursing	08/31/05-12/16/05
Nicole Gambale	Nursing	08/31/05-12/16/05
Reyna Gamoba-Perez	Nursing	08/31/05-12/16/05
Ella Garrett	Nursing	08/31/05-12/16/05
Kathryn George	Nursing	08/31/05-12/16/05
Margaret Gillispie	Nursing	08/31/05-12/16/05
Mark Glass	Nursing	08/31/05-12/16/05
Heather Glendenning	Nursing	08/31/05-12/16/05
Carmen Gomez	Nursing	08/31/05-12/16/05
Charisse Gonzales	Nursing	08/31/05-12/16/05
Michelle Gonzales	Nursing	08/31/05-12/16/05
Jennifer Goodner	Nursing	08/31/05-12/16/05
Judy Gregory	Nursing	08/31/05-12/16/05

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BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Charity Griffin	Nursing	08/31/05-12/16/05
Ruby Grove	Nursing	08/31/05-12/16/05
Jessica Gruwell	Nursing	08/31/05-12/16/05
June Gu	Nursing	08/31/05-12/16/05
Ben Jesse Guadiz	Nursing	08/31/05-12/16/05
Loreen Gutierrez	Nursing	08/31/05-12/16/05
Maria Gutierrez	Nursing	08/31/05-12/16/05
Rachel Gutierrez	Nursing	08/31/05-12/16/05
Jennifer Haley	Nursing	08/31/05-12/16/05
Starr Hammond	Nursing	08/31/05-12/16/05
Karli Harrod	Nursing	08/31/05-12/16/05
Cheryl Haynes	Nursing	08/31/05-12/16/05
Joleen Hazelton	Nursing	08/31/05-12/16/05
Patricia Hedden	Nursing	08/31/05-12/16/05
Tina Henes	Nursing	08/31/05-12/16/05
Ana Hernandez	Nursing	08/31/05-12/16/05
Sandra Hernandez	Nursing	08/31/05-12/16/05
Marie Hicaro	Nursing	08/31/05-12/16/05
Bette Hicks	Nursing	08/31/05-12/16/05
Cheryl Hilt	Nursing	08/31/05-12/16/05
Emilee Hoenshell	Nursing	08/31/05-12/16/05
Daphne Holmes	Nursing	08/31/05-12/16/05
Amy Hopkins	Nursing	08/31/05-12/16/05
Candace Hopkins	Nursing	08/31/05-12/16/05
Lucas Hopps	Nursing	08/31/05-12/16/05
Teddi Horner	Nursing	08/31/05-12/16/05
Shana Hsu	Nursing	08/31/05-12/16/05
Sandra Hurtado	Nursing	08/31/05-12/16/05
Satsuki Ikemiyagi	Nursing	08/31/05-12/16/05
Siripern Intarasut	Nursing	08/31/05-12/16/05
Katie Jackson	Nursing	08/31/05-12/16/05
Carrie Joy	Nursing	08/31/05-12/16/05
Arlene Julain	Nursing	08/31/05-12/16/05
Brandy Kanitz	Nursing	08/31/05-12/16/05
Amber Kapturkiewicz	Nursing	08/31/05-12/16/05
Sarah Kasinger	Nursing	08/31/05-12/16/05
Susan Kazsuk	Nursing	08/31/05-12/16/05
Susie Kedroutek	Nursing	08/31/05-12/16/05
Yu-Jin Kim	Nursing	08/31/05-12/16/05
Grace Kirkendall	Nursing	08/31/05-12/16/05
Serah Kiru	Nursing	08/31/05-12/16/05
Mindy Klatt	Nursing	08/31/05-12/16/05

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BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Gene Knott	Nursing	08/31/05-12/16/05
David Kolcz	Nursing	08/31/05-12/16/05
Oluwayemusi Komolafe	Nursing	08/31/05-12/16/05
Tammy Kruzick	Nursing	08/31/05-12/16/05
Suresh Kurup	Nursing	08/31/05-12/16/05
Ernistina Laird	Nursing	08/31/05-12/16/05
Deborah Larkin	Nursing	08/31/05-12/16/05
Holly Laster	Nursing	08/31/05-12/16/05
Shane Latham	Nursing	08/31/05-12/16/05
Cory Layman	Nursing	08/31/05-12/16/05
Mindy Layton	Nursing	08/31/05-12/16/05
Jubin Lee	Nursing	08/31/05-12/16/05
Elena Leon-Guerrero	Nursing	08/31/05-12/16/05
Nicole Leuer	Nursing	08/31/05-12/16/05
Shyla Like	Nursing	08/31/05-12/16/05
Delana Lloyd	Nursing	08/31/05-12/16/05
Rosa Lopez	Nursing	08/31/05-12/16/05
Thelma Lozano	Nursing	08/31/05-12/16/05
Lizlyn Rose Lucrida	Nursing	08/31/05-12/16/05
Geneleen Luib	Nursing	08/31/05-12/16/05
Amy Lybarger	Nursing	08/31/05-12/16/05
Alicia MacLaughlin	Nursing	08/31/05-12/16/05
Sharie Malubay	Nursing	08/31/05-12/16/05
Rose Manning	Nursing	08/31/05-12/16/05
Autumn Martin	Nursing	08/31/05-12/16/05
Denise Martinez	Nursing	08/31/05-12/16/05
Diana Martinez	Nursing	08/31/05-12/16/05
Melissa Martinez	Nursing	08/31/05-12/16/05
Jessica Mata	Nursing	08/31/05-12/16/05
Constance Matty	Nursing	08/31/05-12/16/05
Jasmine Mavi	Nursing	08/31/05-12/16/05
Angela Mayfield	Nursing	08/31/05-12/16/05
Crystal McCarthy	Nursing	08/31/05-12/16/05
Anne McDermott	Nursing	08/31/05-12/16/05
Teresa McDermott	Nursing	08/31/05-12/16/05
Trish McDonnold	Nursing	08/31/05-12/16/05
Tina McGuire	Nursing	08/31/05-12/16/05
Diana McHale	Nursing	08/31/05-12/16/05
Deanna McLaughlin	Nursing	08/31/05-12/16/05
Candace McMillan	Nursing	08/31/05-12/16/05
Richard Mears	Nursing	08/31/05-12/16/05
Tiana Mejia	Nursing	08/31/05-12/16/05

VOLUNTEERS  
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<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Bertha Melendrez	Nursing	08/31/05-12/16/05
Keaira Menefield	Nursing	08/31/05-12/16/05
Vivian Miranda	Nursing	08/31/05-12/16/05
Sharen Misa	Nursing	08/31/05-12/16/05
Amanda Moore	Nursing	08/31/05-12/16/05
Elizabeth Moore	Nursing	08/31/05-12/16/05
Jonas Morales	Nursing	08/31/05-12/16/05
Raul Moreno	Nursing	08/31/05-12/16/05
Emily Morris	Nursing	08/31/05-12/16/05
Candice Moses	Nursing	08/31/05-12/16/05
Nicoleta Motoroiu	Nursing	08/31/05-12/16/05
Kris Muller	Nursing	08/31/05-12/16/05
Susan Munoz	Nursing	08/31/05-12/16/05
M'zure Murphy	Nursing	08/31/05-12/16/05
Frederick Murphy, Jr.	Nursing	08/31/05-12/16/05
Pretty Musingarabwi	Nursing	08/31/05-12/16/05
Sahar Namvar	Nursing	08/31/05-12/16/05
Deborah Navarro	Nursing	08/31/05-12/16/05
Karen Navarro	Nursing	08/31/05-12/16/05
Jennifer Nelson	Nursing	08/31/05-12/16/05
Dulce Ngo	Nursing	08/31/05-12/16/05
Catvy Nguyen	Nursing	08/31/05-12/16/05
Billie Norris	Nursing	08/31/05-12/16/05
Jennifer Norris	Nursing	08/31/05-12/16/05
Katrina Marie Nuqui	Nursing	08/31/05-12/16/05
Elaine O'Banion	Nursing	08/31/05-12/16/05
Anita O'Bryan	Nursing	08/31/05-12/16/05
Erika Ochoa	Nursing	08/31/05-12/16/05
Diane Odgers	Nursing	08/31/05-12/16/05
Ugochukwu Okpo	Nursing	08/31/05-12/16/05
Brian Olson	Nursing	08/31/05-12/16/05
Diana Oms	Nursing	08/31/05-12/16/05
Kristen Ontiveros	Nursing	08/31/05-12/16/05
Olive Ora	Nursing	08/31/05-12/16/05
Monica Ortiz	Nursing	08/31/05-12/16/05
Joyce Oyetibo	Nursing	08/31/05-12/16/05
Sheila Padre	Nursing	08/31/05-12/16/05
Nathaniel Paguyo	Nursing	08/31/05-12/16/05
D'Ann Park	Nursing	08/31/05-12/16/05
Sang Hee Park	Nursing	08/31/05-12/16/05
Douglas Pederson	Nursing	08/31/05-12/16/05
Kameron Penn	Nursing	08/31/05-12/16/05

VOLUNTEERS  
BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Alissa Pina	Nursing	08/31/05-12/16/05
Katrina Pinedo	Nursing	08/31/05-12/16/05
Ivone Pinontoan	Nursing	08/31/05-12/16/05
Paul Prado	Nursing	08/31/05-12/16/05
Jennie Price	Nursing	08/31/05-12/16/05
Nancy Punsalan	Nursing	08/31/05-12/16/05
April Pust	Nursing	08/31/05-12/16/05
Brandy Pyeatt	Nursing	08/31/05-12/16/05
Robert Quebbemann	Nursing	08/31/05-12/16/05
Michelle Quinn	Nursing	08/31/05-12/16/05
Aaron Quintyn	Nursing	08/31/05-12/16/05
Minette Ralleca	Nursing	08/31/05-12/16/05
Orel Ramirez	Nursing	08/31/05-12/16/05
Olivia Refugio	Nursing	08/31/05-12/16/05
Sheri Reiakvam	Nursing	08/31/05-12/16/05
Cindy Rendon	Nursing	08/31/05-12/16/05
Kathryn Rex	Nursing	08/31/05-12/16/05
Erwin Reyes	Nursing	08/31/05-12/16/05
Mona Reyes-Aganan	Nursing	08/31/05-12/16/05
Karen Richardson	Nursing	08/31/05-12/16/05
Duma Rismawati	Nursing	08/31/05-12/16/05
Paige Ritter	Nursing	08/31/05-12/16/05
Alex Rivera	Nursing	08/31/05-12/16/05
Laysha Roberts	Nursing	08/31/05-12/16/05
Anita Rodriguez	Nursing	08/31/05-12/16/05
Jorge Rodriguez	Nursing	08/31/05-12/16/05
Wendy Rogers	Nursing	08/31/05-12/16/05
Justin Roldan	Nursing	08/31/05-12/16/05
Natasha Rosales	Nursing	08/31/05-12/16/05
James Roundy	Nursing	08/31/05-12/16/05
Rebeccah Rowe	Nursing	08/31/05-12/16/05
Valerie Ruester	Nursing	08/31/05-12/16/05
Connie Ruiz	Nursing	08/31/05-12/16/05
Meuyhin Saepfan	Nursing	08/31/05-12/16/05
Carrie Salazar	Nursing	08/31/05-12/16/05
Desi Sandoval	Nursing	08/31/05-12/16/05
Nenetzin Santos	Nursing	08/31/05-12/16/05
Amber Sargenti	Nursing	08/31/05-12/16/05
Kerry Sargenti	Nursing	08/31/05-12/16/05
Jenni Saterfield	Nursing	08/31/05-12/16/05
Leisa Schaefer	Nursing	08/31/05-12/16/05
Julie Scheppelman	Nursing	08/31/05-12/16/05



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BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Donelle Scherer	Nursing	08/31/05-12/16/05
Katy Schmidt	Nursing	08/31/05-12/16/05
Kirsten Seda	Nursing	08/31/05-12/16/05
Michael Sharum	Nursing	08/31/05-12/16/05
Mildred Shorter	Nursing	08/31/05-12/16/05
Anne Smith	Nursing	08/31/05-12/16/05
Hillary Smith	Nursing	08/31/05-12/16/05
Kelly Smith	Nursing	08/31/05-12/16/05
Sandra Snyder	Nursing	08/31/05-12/16/05
Janice Sobejana	Nursing	08/31/05-12/16/05
Lillian Souza	Nursing	08/31/05-12/16/05
Vonny Supit	Nursing	08/31/05-12/16/05
Gloria Tan	Nursing	08/31/05-12/16/05
Lee Wah Tan	Nursing	08/31/05-12/16/05
Pamela Taniguchi	Nursing	08/31/05-12/16/05
Krizzette Tanwangco	Nursing	08/31/05-12/16/05
Victoria Teets	Nursing	08/31/05-12/16/05
Testamariam Tesfa	Nursing	08/31/05-12/16/05
Ophelia Thomas	Nursing	08/31/05-12/16/05
Felicia Thompson	Nursing	08/31/05-12/16/05
Donia Till	Nursing	08/31/05-12/16/05
Jennifer Tillinghast	Nursing	08/31/05-12/16/05
Douglas Titus	Nursing	08/31/05-12/16/05
Sylvia Tolang	Nursing	08/31/05-12/16/05
Jeanette Tolentino	Nursing	08/31/05-12/16/05
Melissa Tolentino	Nursing	08/31/05-12/16/05
Angela Torres	Nursing	08/31/05-12/16/05
Meredith Travis	Nursing	08/31/05-12/16/05
Bridgette traylor	Nursing	08/31/05-12/16/05
Melissa Trejo	Nursing	08/31/05-12/16/05
Duong Truong	Nursing	08/31/05-12/16/05
Chanthavilay Truong	Nursing	08/31/05-12/16/05
Jacyn Trzepacz	Nursing	08/31/05-12/16/05
Jill Tubbs	Nursing	08/31/05-12/16/05
Andre Tucker	Nursing	08/31/05-12/16/05
Patricia Tuckness	Nursing	08/31/05-12/16/05
Charlotte Turner	Nursing	08/31/05-12/16/05
Monica Valencia	Nursing	08/31/05-12/16/05
Guillermo Vallejo	Nursing	08/31/05-12/16/05
Audrey Vaughn	Nursing	08/31/05-12/16/05
Summer Vega	Nursing	08/31/05-12/16/05
Stacy Velasquez	Nursing	08/31/05-12/16/05

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<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Leticia Veloz	Nursing	08/31/05-12/16/05
Sarah Venus	Nursing	08/31/05-12/16/05
Micki Vickroy	Nursing	08/31/05-12/16/05
Jose Villegas	Nursing	08/31/05-12/16/05
Joyce Voeltz	Nursing	08/31/05-12/16/05
Germaine Wagner	Nursing	08/31/05-12/16/05
Michelle Wagner	Nursing	08/31/05-12/16/05
Tiffany Wagter	Nursing	08/31/05-12/16/05
Jeremy Walde	Nursing	08/31/05-12/16/05
Lindsay Walker	Nursing	08/31/05-12/16/05
Anita Walsh	Nursing	08/31/05-12/16/05
Candice Walter	Nursing	08/31/05-12/16/05
Lucille Walund	Nursing	08/31/05-12/16/05
Grace Wang	Nursing	08/31/05-12/16/05
Teresa Washington	Nursing	08/31/05-12/16/05
LaDenta Watson	Nursing	08/31/05-12/16/05
Carin Wells	Nursing	08/31/05-12/16/05
Angela West	Nursing	08/31/05-12/16/05
Hery Widjajakusuma	Nursing	08/31/05-12/16/05
Lisa Wills	Nursing	08/31/05-12/16/05
Lashemia Wilson	Nursing	08/31/05-12/16/05
Traci Wilson	Nursing	08/31/05-12/16/05
Allison Winger	Nursing	08/31/05-12/16/05
Lisa Wolff	Nursing	08/31/05-12/16/05
Amber Woodberry	Nursing	08/31/05-12/16/05
Shannan Woods	Nursing	08/31/05-12/16/05
Melissa Woulf	Nursing	08/31/05-12/16/05
Trinidad Zamora	Nursing	08/31/05-12/16/05
Phyllis Zehms	Nursing	08/31/05-12/16/05
Brigitte Zeledon	Nursing	08/31/05-12/16/05
Christopher Zukowski	Nursing	08/31/05-12/16/05
Maria del Socorro Ruiz	Upward Bound	09/01/05-02/28/06

DISTRICT FUNDS

NAME	POSITION	DEPARTMENT	DATE	RANGE
Au, Andy	Student Worker	English Writing Center - RIV	09/27/05	19-4
Baird, Jennifer	Student Worker	Fine & Performing Arts - RIV	09/14/05	19-4
Balough, Dennis	Student Worker	Tutorial Services - NOR	09/27/05	19-4
Bauerlein, Daniel	Student Worker	Swimming - RIV	09/12/05	19-4
Belmonte, Miguel	Student Worker	AV Labs & Services - NOR	09/12/05	19-4
Black, Paul	Student Worker	Disabled Students Prog & Svcs - RIV	09/19/05	19-4
Brown, Marshina	Student Worker	Library - RIV	09/21/05	19-4
Brown, Nicholas	Student Worker	Mathematics - RIV	09/12/05	19-4
Cardona, Roxanne	Student Worker	Fine & Performing Arts - RIV	09/14/05	19-4
Chavez, Joseph	Student Worker	Tutorial Services - MOV	09/09/05	19-4
Compton, Tamara	Student Worker	Tutorial Services - MOV	09/19/05	19-4
Concepcion, Julian	Student Worker	Tutorial Services - RIV	09/27/05	19-4
Conway, Djavan	Student Worker	College Safety & Police - RIV	09/16/05	19-4
Cordova, Kris	Student Worker	College Safety & Police - NOR	09/09/05	19-4
Crook, Shannon	Student Worker	Mathematics - RIV	09/19/05	19-4
Culau Reis, Rebeca	Student Worker	International Students - RIV	09/09/05	19-4
Cumming, Paul	Student Worker	Library - RIV	09/22/05	19-4
Gay, William	Student Worker	Fine & Performing Arts - RIV	09/27/05	19-4
Goonawardena, Chathuriea	Student Worker	English Writing Center - RIV	09/19/05	19-4
Grajeda, Veronica	Student Worker	Student Ambassador - RIV	09/16/05	19-4
Gunnel, Darren	Student Worker	Library - RIV	09/21/05	19-4
Haack, Tiffany	Student Worker	Health Services - MOV	09/09/05	19-4
Hamada, Kazuhiro	Student Worker	Tutorial Services - RIV	09/27/05	19-4
Hauser, Prather	Student Worker	Gear Up/Passport Plus - RIV	09/30/05	19-4
Huerta, Alexander	Student Worker	Tutorial Services - NOR	09/27/05	19-4
Ignatius, Stephanie	Student Worker	Tutorial Services - RIV	09/27/05	19-4
Indermuehle, Jonathan	Student Worker	Admissions & Records - MOV	09/12/05	19-4
Jackson III, Ted	Student Worker	AV Labs & Services - MOV	09/21/05	19-4
Kaoud, Nada	Student Worker	Tutorial Services - RIV	09/22/05	19-4
Keeler, Candace	Student Worker	Student Ambassador - RIV	09/09/05	19-4
Kirkwood, Deonna Latrece	Student Worker	College Safety & Police - MOV	09/16/05	19-4
Knight, Alyssa	Student Worker	Outreach - RIV	09/16/05	19-4
Kurnia, Shendy	Student Worker	Tutorial Services - RIV	09/19/05	19-4
Kyker, Kevin	Student Worker	College Safety & Police - RIV	09/09/05	19-4
Leimel, Derek	Student Worker	Student Co-Curricular - RIV	09/27/05	19-4
Lingo, John Timothy	Student Worker	English Writing Center - RIV	09/27/05	19-4
Lopez, Enrique	Student Worker	College Safety & Police - NOR	09/19/05	19-4
Mahgrefteh, Sonya	Student Worker	Tutorial Services - NOR	09/16/05	19-4
Mason, Alan	Student Worker	Disabled Students Prog & Svcs - RIV	09/09/05	19-4
Midzi, Kundai	Student Worker	Disabled Students Prog & Svcs - RIV	09/12/05	19-4

Miller, Marcus	Student Worker	College Safety & Police - RIV	09/14/05	19-4
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DISTRICT FUNDS

NAME	POSITION	DEPARTMENT	DATE	RANGE
Mortati, Marlaina	Student Worker	Art Gallery - RIV	09/27/05	19-4
Nieto, Alejandra	Student Worker	Tutorial Services - RIV	09/19/05	19-4
Ochoa-Jauregui, Maria	Student Worker	Tutorial Services - MOV	09/27/05	19-4
Patton, Kristopher	Student Worker	Mathematics - RIV	09/12/05	19-4
Pearson, Jeff	Student Worker	Tutorial Services - RIV	09/09/05	19-4
Pedroza, Joshua	Student Worker	Art - RIV	09/02/05	19-4
Rael, Rindi	Student Worker	Student Activities - RIV	09/27/05	19-4
Rivas, Cherie	Student Worker	Admissions & Records - MOV	09/13/05	19-4
Rogers, Brittany	Student Worker	Student Ambassador - RIV	09/09/05	19-4
Salcido, Christopher	Student Worker	Fine & Performing Arts - RIV	09/27/05	19-4
Schulz, Kristy	Student Worker	Information Systems & Tech - RIV	09/16/05	19-4
Schulz, Teresia	Student Worker	Information Systems & Tech - RIV	09/09/05	19-4
Segura, Gabriel	Student Worker	AV Labs & Services - RIV	09/21/05	19-4
Sieloff, Lisa	Student Worker	Early Childhood Studies - RIV	09/12/05	19-4
Silva, Johana	Student Worker	Tutorial Services - MOV	09/27/05	19-4
Silva, Wesleyne	Student Worker	Library - RIV	09/09/05	19-4
Stuursma, Corrie	Student Worker	Swimming - RIV	09/27/05	19-4
Subia, Delena	Student Worker	Tutorial Services - NOR	09/19/05	19-4
Sullivan, Drew	Student Worker	Fine & Performing Arts - RIV	09/16/05	19-4
Tamangided Jr., Thomas	Student Worker	College Safety & Police - RIV	09/09/05	19-4
Tan, Christopher	Student Worker	College Safety & Police - RIV	09/02/05	19-4
Tinoco, Patricia	Student Worker	Early Childhood Studies - MOV	09/22/05	19-4
Torre, Ian	Student Worker	Information Systems & Tech - RIV	09/16/05	19-4
Uvalle, Isidro	Student Worker	Fine & Performing Arts - RIV	09/22/05	19-4
Varela, Robert	Student Worker	Tutorial Services - NOR	09/19/05	19-4
Vo, Lieu	Student Worker	Tutorial Services - RIV	09/27/05	19-4
Wallace, Eric	Student Worker	Fine & Performing Arts - RIV	09/19/05	19-4
Woodall, Kimberly	Student Worker	H & SS - RIV	09/08/05	19-4
Yerena, Omar	Student Worker	Tutorial Services - RIV	09/27/05	19-4

CATEGORICAL

NAME	POSITION	DEPARTMENT	DATE	RANGE
Akhtarkhavari, Danielle	Student Worker	Disabled Students Prog & Svcs - NOR	09/13/05	19-4
Alamo, Angel	Student Worker	Athletics - RIV	09/26/05	19-4
Alvarez, Jesse	Student Worker	Mathematics - RIV	09/22/05	19-4
Arceneaux, Debra	Student Worker	Butterfield Elementary - AMR	09/22/05	19-4

Ayon, Osvaldo	Student Worker	Leading Edge Learning Center - AMR	09/14/05	19-4
Barnes II, Earl	Student Worker	College Safety & Police - RIV	09/13/05	19-4
Barnes, DeAmber	Student Worker	Early Childhood Studies - RIV	09/23/05	19-4
Boebinger, Christin	Student Worker	Swimming - RIV	09/12/05	19-4

CATEGORICAL - CONT'D

NAME	POSITION	DEPARTMENT	DATE	RANGE
Boebinger, Lauren	Student Worker	Swimming - RIV	09/14/05	19-4
Carrio, Kevin	Student Worker	Health Services - RIV	09/14/05	19-4
Collier Jr., Larry	Student Worker	College Safety & Police - RIV	09/13/05	19-4
Colon, Esperanza	Student Worker	Gear Up/Passport Plus - RIV	09/20/05	19-4
Crane, Ramona	Student Worker	Honey Hollow Elementary - AMR	09/06/05	19-4
Crispin, James	Student Worker	College Safety & Police - RIV	09/13/05	19-4
Curry, Nachole	Student Worker	Victoriano Elementary - AMC	09/14/05	19-4
Curry, Natasha	Student Worker	Victoriano Elementary - CS	09/20/05	19-4
Dawson, Natasha	Student Worker	Eastside Cybrary Connection - LT	09/22/05	19-4
Dees Jr., Damon	Student Worker	Athletics - RIV	09/06/05	19-4
Desai, Twinkle	Student Worker	Mathematics - RIV	09/26/05	19-4
Erickson, Matthew	Student Worker	Health Services - RIV	09/14/05	19-4
Estem, Addison	Student Worker	Athletics - RIV	09/23/05	19-4
Floyd, Kelley	Student Worker	Athletics - RIV	09/20/05	19-4
Garcia, Jose	Student Worker	Administrative Support Center - RIV	09/14/05	19-4
Griggs, Claristia	Student Worker	Educational Talent Search - MOV	09/27/05	19-4
Howell, LaTanya	Student Worker	Riverside Municipal Museum - CS	09/14/05	19-4
Hughley, Mario	Student Worker	Athletics - RIV	09/20/05	19-4
Jones, Terrance	Student Worker	Athletics - RIV	09/26/05	19-4
Lo, Susan	Student Worker	Counseling - RIV	09/23/05	19-4
Long, Julia	Student Worker	Hendrick Ranch Elementary - AMR	09/20/05	19-4
Manuel, Monica	Student Worker	Eastside Cybrary Connection - LT	09/12/05	19-4
Mendoza, Ana	Student Worker	Athletics - RIV	09/26/05	19-4
Molini, Amber	Student Worker	Riverside Housing Authority - CS	09/22/05	19-4
Montejano, Anthony	Student Worker	College Safety & Police - RIV	09/13/05	19-4
Myung, Yun	Student Worker	Honey Hollow Elementary - AMC	09/20/05	19-4
Newman, David	Student Worker	College Safety & Police - RIV	09/13/05	19-4
Nguyen, Liem	Student Worker	EOPS - RIV	09/14/05	19-4
Pearce, Kadi	Student Worker	Educational Talent Search - MOV	09/14/05	19-4
Pimentel, Marie	Student Worker	Riverside Housing Authority - CS	09/20/05	19-4
Quinonez, Bianca	Student Worker	Educational Talent Search - MOV	09/14/05	19-4
Safotu, Sauafau	Student Worker	Nursing Education - RIV	09/22/05	19-4
Schmidt, Rodney	Student Worker	Nursing Education - RIV	09/14/05	19-4
Shorter, Mildred	Student Worker	Student Activities - MOV	09/29/05	19-4
Sjoden, Shaunte	Student Worker	Midland Elementary - CS	09/16/05	19-4
Smith, Jerell	Student Worker	Athletics - RIV	09/20/05	19-4

Taylor, Jenifer	Student Worker	Riverside Municipal Museum - CS	09/20/05	19-4
Teneyck, Erin	Student Worker	Butterfield Elementary - AMR	09/14/05	19-4
Torres, Nydia	Student Worker	Community Education - RIV	09/23/05	19-4
Tovar-Ramirez, Xochitl	Student Worker	English Writing Center - RIV	09/14/05	19-4
Williams, Regina	Student Worker	Student Ambassador - RIV	09/23/05	19-4

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-2

Date: October 18, 2005

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 \$3,141,154.14 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 61985 – 63441) totaling \$5,194,201.42 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 \$3,141,154.14 and District Warrant Claims totaling \$5,194,201.42.

Salvatore G. Rotella  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
9/01/05 thru 9/30/05

PO#	Fund	Department	Vendor	Description	Amount
P62681	12	Contracts-Title VI-Busns & Int'l Ed	Rogers, Henry	Conferences	1,000.00
P62683	12	Contracts-Title VI-Busns & Int'l Ed	Beck, Rex	Conferences	1,000.00
P62684	12	Contracts-Title VI-Busns & Int'l Ed	Zwart, Gail	Conferences	1,000.00
P62685	12	Instructional Support- VTEA	Chaffey College	Other Travel Expenses	1,300.00
P62686	11	Allied Health	Marriott Hotel	Conferences	2,250.04
P62688	11	Course and Curriculum Development	Vaughn-Blakely, Jennifer	Consultants	3,000.00
P62712	12	Dramatic Arts - Instructional Equipment	Wenger Corporation	Equip Additional \$5000 >	26,254.57
P62713	12	EOPS	CCCEOPSA	Conferences	1,600.00
P62716	11	IS Administration Systems	Datatel, Inc.	Conferences	11,750.00
P62719	11	Allied Health	Fawson, Evangeline	Conferences	1,345.25
P62721	11	Allied Health	Baker, Sandra	Conferences	1,670.25
P62722	12	Instructional Support- VTEA	College of The Desert	Other Travel Expenses	1,145.00
P62725	12	CITD - Marketing Development Cooper	Williamson, Jeffrey	Conferences	1,200.79
P62732	11	Model United Nations	Schinke, Ward	Conferences	12,326.92
P62734	11	President's office	Anderson, Lorraine	Conferences	1,954.17
P62741	11	Governing Board	Slocum, Grace	Conferences	1,825.68
P62744	41	Riv Campus - Administration Remodel	S. K. Telecom, Inc.	Remodel Projects	3,000.00
P62745	41	Riv Campus - Relocatable Swing Space	S. K. Telecom, Inc.	Fixtures & Fixed Equip	3,200.00
P62748	41	Riverside Campus - MLK State Equipment	Hon Company, The	Equip Additional \$200-\$4999	2,431.68
P62750	41	Riverside Campus - MLK State Equipment	Allsteel, Inc.	Equip Additional \$200-\$4999	10,715.64
P62754	12	Grants Department - Gear Up	Riverside Unified School Dist	Other Services-Gear Up Expenditures	89,374.13
P62755	12	Grants Department - Gear Up	Riverside County office of Ed	Other Services-Gear Up Expenditures	30,000.00
P62756	12	Grants Department - Gear Up	Alvord Unified School District	Other Services-Gear Up Expenditures	125,148.09
P62757	11	Course and Curriculum Development	Allen, Riekey G.	Consultants	1,800.00
P62758	11	Administrative Support Center	U.S. Postmaster	Postage	2,500.00
P62763	12	Health Care & Other Facilities	Precision Stainless Products	Equip Additional \$200-\$4999	2,110.00
P62771	11	Physical Facilities Planning	Riverside County Flood Control	Other - Encroachment Permit Fee	2,500.00
P62773	12	Health Care & Other Facilities	Medical Education Technologies Inc.	Equip Additional \$5000 >	45,675.63
P62775	11	Open Campus-TV Classes	Governors State University	Other Services - License fee	1,732.00
P62777	11	Cosmetology	Express Linen Company	Towel Service	7,500.00
P62778	11	Open Campus-TV Classes	Dallas Telelearning	Other Services - License fee	5,865.00
P62781	11	Open Campus-Comm. Educ. Classes	Coast Traffic School	Professional Services	4,000.00
P62782	11	Open Campus-Comm. Educ. Classes	Bowman, Gary	Professional Services	3,000.00
P62783	11	Open Campus-Comm. Educ. Classes	Allen, Lewis J.	Professional Services	15,000.00
P62784	11	Open Campus-Comm. Educ. Classes	Soft-Train	Professional Services	10,000.00
P62786	11	Performance Riverside	Main State Music Theatre	Rents and Leases	1,800.00
P62795	11	Purchasing	Press Enterprise	Advertising	2,000.00
P62799	12	Dean of Education - Center For Primary	Reliable office Solutions	Other Supplies	1,000.00



Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 9/01/05 thru 9/30/05

PO#	Fund	Department	Vendor	Description	Amount
P62801	12	Grants Department - Gear Up	Office Depot	Other Supplies	1,500.00
P62802	12	Grants Department - Gear Up	Knowlimit Promotions, Inc	Other Supplies	1,373.81
P62811	11	Open Campus-Comm. Educ. Classes	Southern California Music School	Professional Services	3,000.00
P62812	11	Open Campus-Comm. Educ. Classes	Center For Healthcare Ed., Inc	Professional Services	2,000.00
P62813	11	Open Campus-Comm. Educ. Classes	Southern Ca Reading & Math Clinics	Professional Services	25,000.00
P62814	11	Open Campus-TV Classes	Garwin & Chan Associates	Instr Media Material	2,000.00
P62816	12	Dean of Education - FIPSE	Staples, Inc.	Other Supplies	1,000.00
P62819	11	Registered Nursing	Arch Wireless	Other Services - Pager Service	2,200.00
P62824	12	English - Instructional Equipment	Mtm Technologies, Inc.	Comp Equip Additional \$5000 >	5,503.02
P62825	41	Riv Campus - Relocatable Swing Space	Canon Coating Co. Inc	Remodel Projects	2,895.00
P62833	12	CITD - Marketing Development Cooper	Korean American Educational Comm.	Advertising	5,775.00
P62837	11	Accounting Services	Corporate Express	Other Supplies	2,100.00
P62842	11	International Students	American Assoc. of Comm. College	Advertising	2,500.00
P62843	11	International Students	American Assoc. of Comm. College	Advertising	2,700.00
P62848	12	Grants Department - Title V - Riverside	Franklin Covey	Instructional Supplies	2,270.29
P62856	11	Public Affairs & Institutional Advancement	T-Mobile	Cellular Telephone	1,000.00
P62857	11	Human Resources	Burtronics Business Systems	Repairs - Parts	2,000.00
P62858	12	Disabled Students Prog & Services	EZ Captioning	Other Services -Closed Captioning	30,000.00
P62859	11	President's office	American Council On Education	Memberships	3,089.00
P62860	11	Production Printing	An Company	Purchase/Cost of Goods Sold	1,000.00
P62861	11	Utilities - Dental Hygiene	March Joint Powers Authority	Utilities	37,500.00
P62862	11	Risk Management	Alliance of Schools For Coop Insurance	Fire and Theft	371,162.00
P62864	12	Student Services - Upward Bound Trio	Cerritos Center For The	Other Travel Expenses	1,680.00
P62865	11	Facilities	Peterman Lumber, Inc.	Repair Parts	4,062.18
P62866	11	Dean of Education - Middle College	Reliable office Solutions	Other Supplies	2,000.00
P62867	11	Dean of Education - Middle College	Barnes & Noble	Instructional Supplies	1,300.00
P62875	61	Risk Management	Mitchell Glass Company	Damage Personal Property	2,068.00
P62878	41	Riverside Campus - MLK State Equipment	CDW-G	Equip Additional \$200-\$4999	1,637.80
P62879	11	Music - Midi Workstations	CDW-G	Instructional Supplies	1,066.82
P62880	12	Dean of Faculty - 4Faculty Web Server	Omniplatform Software Corporation	Computer Software Main/License	13,750.00
P62881	12	Library - Instructional Equipment	Midwest Library Service	Books/New and Expanded Library	36,900.00
P62882	12	Library - Instructional Equipment	Midwest Library Service	Books/New and Expanded Library	25,000.00
P62884	61	Risk Management	Schools Excess Liability Fund	Liability Insurance	232,956.53
P62885	11	IS Administration Systems	Datatel, Inc.	Computer Software Main/License	3,047.00
P62888	11	District Institutional Research	SPSS, Inc.	Computer Software Main/License	3,264.83
P62889	11	Auxiliary Business Services	Transworld Systems Inc.	Other Services - Collections	4,750.00
P62891	11	Performance Riverside	Jones, Kerry	Other Services - Scene Painting Services	6,000.00

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 9/01/05 thru 9/30/05

PO#	Fund	Department	Vendor	Description	Amount
P62894	11	Communications, General	Ed Service	Repairs - Parts	1,700.00
P62900	12	School of The Arts - FIE Plan/Design	Stevenson, Sarah	Consultants	4,200.00
P62903	12	Library - Instructional Equipment	Midwest Library Service	New and Expanded Library Books	89,350.00
P62905	33	Child Development Center	Toys R Us	Other Supplies	1,000.00
P62908	11	Facilities	Hinkley and Associates, Inc	Remodel Projects	115,000.00
P62909	11	Exploratory Capital Projects	Higginson+Cartozian Architects, Inc	Architect's Fees	11,920.36
P62915	11	Governmental Relations Office	Greene, Ravelle Lyn	Conferences	1,025.00
P62917	32	Food Service	P.E.S.T. Machine, The	Other Services - Pest control	3,000.00
P62918	32	Food Service	Bryan Exhaust Service Inc.	Repairs - Parts	3,000.00
P62919	32	Food Service	Industrial Electric Service	Repairs - Parts	1,000.00
P62922	32	Food Service	Pro Clean, Inc.	Cleaning Supplies	1,000.00
P62923	11	Machine Tool/Machine Shop	KH Metals and Supply	Instructional Supplies	1,383.73
P62924	11	Administrative Support Center	Broad Vision, Inc	Computer Software Maint/License	2,304.00
P62936	11	Physical Education	24-Hour Fitness	Rents and Leases	13,000.00
P62937	11	Open Campus-Comm. Educ. Classes	Appraisal Foundation	Other Supplies	2,161.69
P62940	11	Computer and Information Science	San Bernardino Comm. College Dist.	Other Services - Cisco Academy Support	2,000.00
P62942	32	Food Service	Comet School Supplies, Inc.	Tests	2,149.29
P62943	11	Fire Control Technology	Riverside County Fire Dept.	Other Services - Fire Tech Coordinator	90,000.00
P62944	11	IS Administration	Computerland	Computer Software Maint/License	70,074.75
P62950	11	District Institutional Research	Bog's California Community Colleges	Other Services - "Students Right to Know" Reporting	3,700.00
P62951	12	Dean of Education - Americorp Service	Office Depot	Other Supplies	1,500.00
P62952	12	EOPS	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	6,518.55
P62957	11	Open Campus-Comm. Educ. Classes	Apple Computer, Inc.	Comp Equip Additional \$200-\$4999	1,948.07
P62958	12	CTD - Marketing Development Cooper	Valprint Visual Communications	Copying and Printing	1,263.27
P62960	11	Facilities Planning	Webster, C. Michael	Consultants	20,000.00
P62962	11	Course and Curriculum Development	American Express	Conferences	1,250.60
P62964	11	Course and Curriculum Development	CRD	Conferences	1,100.00
P62972	11	Public Affairs & Institutional Advancement	Word Mill Publishing	Advertising	3,000.00
P62973	11	Administration & Finance	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	3,960.89
P62977	11	Performance Riverside	University/Resident Theatre Assoc.	Other Services - Lighting Design Services	3,009.80
P62978	11	Performance Riverside	Costume World	Rents and Leases	15,000.00
P62980	12	Grants Department - Title V - Riverside	Office Depot	Other Supplies	6,000.00
P62982	12	Health Care & Other Facilities	Armstrong Medical Industries, Inc	Equip Additional \$200-\$4999	12,166.52
P62990	11	Dental Hygiene	Metrex Research Corporation	Instructional Supplies	3,000.00
P62992	11	Open Campus-Comm. Educ. Classes	Faulkner/loser, Kurt	Conferences	1,702.03
P62993	61	Risk Management	Woodcrest Vehicle Center	Other Services - Install Equipment for Police Cruiser	4,178.77
P62998	11	Music	Advanced Copy Systems	Repairs - Parts	1,000.00
P63002	61	Risk Management	Wondries - Fleet Division	Equipment Replacement \$5,000 or Greater- Police Cruiser	24,622.61
P63007	11	Physical Education	Wilson Sporting Goods	Instructional Supplies	1,028.45

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 9/01/05 thru 9/30/05

PO#	Fund	Department	Vendor	Description	Amount
P63008	11	Physical Education	Ken's Sporting Goods	Instructional Supplies	3,652.73
P63010	11	Physiology (Includes Anatomy)	Ward's Natural Sci. Estab	Instructional Supplies	1,566.15
P63011	41	Riverside Campus - MLK State Equipment	MTM Technologies, Inc.	Comp Equip Additional \$5000 >	7,116.89
P63018	12	Provost - Norco - Title V Norco	CPP, Inc.	Tests	3,413.80
P63020	11	Musie - Wind Ensemble	Flores Instrument Repair, Inc.	Repairs - Parts	2,000.00
P63024	12	Provost - Moreno Valley - Title V M	Barnes & Noble	Other Supplies	2,100.00
P63026	11	Course and Curriculum Development	Hyatt Regency Washington Dc	Conferences	1,676.28
P63029	11	International Students	Meneses, Annette	Scouting	5,820.00
P63030	11	International Students	AACC	Scouting	5,500.00
P63034	11	Facilities Classroom Environment	Contract Carpet	Repairs - Parts	1,489.00
P63035	11	Chemistry, General	Spectrum Chemicals & Lab Products	Instructional Supplies	1,475.18
P63041	12	Nursing, R.N.-VTEA Title I-C	Meds Publishing	Computer Software Maint/License	7,742.00
P63042	12	Grants Department - Title V - River	Pearson Education	Instructional Supplies	4,999.78
P63044	11	Dean of Instruction - Mo Val	Conyers, Lisa	Conferences	1,350.00
P63053	11	Academic Affairs - Int'l Education	Schall, Janice	Conferences	2,995.53
P63054	12	CITD - Marketing Development Cooper	Williamson, Jeffrey	Conferences	3,200.15
P63058	41	Riv Campus - Parking Structure	National Rent A Fence	Fixtures & Fixed Equipment	4,580.82
P63059	12	Facilities	Cornerstone Masonry	Construction Contract	1,125.00
P63062	11	Open Campus-Comm. Educ. Classes	Valley Printers, Inc.	Printing Class Schedule	37,500.00
P63063	11	International Students	Study In The USA, Inc.	Advertising	16,600.00
P63064	12	Dean of Education - UCR / TGE Grant	Regents - U C	Conferences	3,500.00
P63065	11	IS Administration Systems	Corporate Express Imaging	Other Supplies	1,500.00
P63067	11	Performance(Choral,Band,Etc.) Vocal	Vacation Palm Springs Real Estate	Other Travel Expenses - Vocal Jazz Retreat	2,171.10
P63068	12	Provost - Norco - Title V Norco	Tegrity, Inc.	Computer Software Maint/License	3,696.00
P63069	11	International Students	Staples, Inc.	Other Supplies	1,000.00
P63074	11	Performance Riverside	Valentino's Costumes	Rents and Leases	3,000.00
P63075	11	IS Network Systems	S. K. Telecon, Inc.	Other Services - MLK Cabeling	3,090.00
P63084	12	Grants Department - Title V - Riverside	Annenberg/CPB	Instructional Supplies	1,576.15
P63085	12	Grants Department - Title V - Riverside	CDW-G	Other Supplies	2,194.51
P63086	11	Foreign Languages	Lifesigns, Inc.	Other Services - Sign Language Interpreters	7,250.00
P63087	12	Grants Department - Title V - Riverside	Achievement Technologies, Inc.	Computer Software Maint/License	13,480.00
P63088	12	Grants Department - Title V - Riverside	Adept Scientific, Inc.	Computer Software Maint/License	1,010.00
P63090	11	Computer and Information Science	Minitab, Inc.	Computer Software Maint/License	1,346.88
P63091	12	Student Services - Talent Search Norco	Boston Market Corporation	Food	1,561.21
P63094	61	Risk Management	Victor Concrete	Other Services - Clean Soil Runoff on Ponds	5,730.00

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 9/01/05 thru 9/30/05

PO#	Fund	Department	Vendor	Description	Amount
P63106	11	Physical Facilities Planning - District	Len Perdue Appraising	Appraisals	4,800.00
P63116	11	District Legal Services	Carney & Delany, LLP	Legal	10,000.00
P63117	11	Governing Board	Eadie and Payne LLP	Audit - Proposition 39 Measure C	9,000.00
P63120	12	Grants Department - Gear Up	Woodburn Press	Other Supplies	1,120.40
P63125	12	Library - Instructional Equipment	Innovative Interfaces, Inc.	Comp Equip Additional \$200-\$4999	4,310.00
P63127	12	Student Services - Upward Bound Trio	International E-Z Up, Inc.	Equip Additional \$200-\$4999	2,058.03
P63130	12	Grants Department - Title V - Riverside	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	55,351.92
P63132	12	Grants Department - Title V - Riverside	Franklin Covey	Instructional Supplies	6,795.36
P63133	12	Police Academy - Instructional Equipment	Apperson Print Management Sves	Equip Additional \$200-\$4999	1,010.50
P63134	12	Grants Department - Title V - Riverside	Troxell Communications	Equip Additional \$200-\$4999	11,499.24
P63136	11	Library	Avid Technology, Inc.	Repairs - Parts	4,333.30
P63137	12	Grants Department - Title V - Riverside	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	13,856.76
P63138	11	Automotive Technology	Callahan Automotive	Reference Books	2,631.26
P63139	12	Grants Department - Title V - Riverside	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	36,333.90
P63140	11	Automotive Technology	Snap On Tools Industrial Sales	Instructional Supplies	1,343.98
P63141	12	Grants Department - Title V - Riverside	Sehi Computer Products, Inc.	Comp Equip Additional \$200-\$4999	3,373.05
P63144	12	Provost - Moreno Valley - Title V M	Impex Technologies	Comp Equip Additional \$5000 >	26,932.11
P63145	11	Public Affairs & Institutional Advancement	Clear Channel Broadcasting, Inc.	Advertising	3,675.00
P63147	11	Public Affairs & Institutional Advancement	Geographics	Advertising	16,780.00
P63149	11	IS Micro-Support	Sehi Computer Products, Inc.	Computer Software Maint/License	20,065.74
P63153	12	Parking	Market-Based Solutions, Inc.	Other Services - Emission Credits	39,600.00
P63160	11	Computer and Information Science	Sehi Computer Products, Inc.	Computer Software Maint/License	8,620.00
P63162	11	Computer and Information Science	Indus Technologies Inc.	Other Supplies	2,329.54
P63163	11	Emergency Medical Technology	Marsh Affinity Group Services	Liability Insurance	21,758.00
P63174	11	Performance Riverside	Rymar, Karen	Other Services - Assistant Director for "Quilters"	2,000.00
P63175	11	IS Network Systems	Ironport Systems	Comp Equip Additional \$5000 >	25,881.34
P63176	11	President's office	City Cuisine/Taste Catering	Other Supplies - Reception for Dr. Castro	4,158.82
P63177	11	International Students	Usjournal.Com, L.L.C	Advertising	6,140.00
P63178	11	IS Network Systems	Office Depot	Other Supplies	1,761.48
P63180	11	Vehicle Maintenance	Magnuson Tire & Wheel Svc, Inc	Repairs - Parts	1,000.00
P63181	41	Riverside Campus - MLK State Equipment	Troxell Communications	Comp Equip Additional \$5000 >	5,235.57
P63183	41	Riverside Campus - MLK State Equipment	Spinilar	Comp Equip Additional \$200-\$4999	1,869.67
P63186	12	CITD - Marketing Development Cooper	Trailblazer Promotions	Advertising	1,626.21
P63189	12	CITD - Marketing Development Cooper	Korean American Educational Comm.	Advertising	3,402.00
P63191	12	Computer and InfoSciences	Bhatia, Shailesh	Conferences	2,494.00
P63193	12	School of The Arts - FIE Plan/Design	St. Peters, Susan A.	Other Supplies	1,118.88
P63208	11	IS Administration Systems	Herman, Richard	Conferences	1,450.00

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 9/01/05 thru 9/30/05

PO#	Fund	Department	Vendor	Description	Amount
P63222	11	Admissions & Records	Anderson, Lorraine	Conferences	1,151.88
P63223	12	CITD - Marketing Development	Network International Exports	Consultants	60,500.00
P63232	12	Instructional Support- VTEA	Mt. San Jacinto Community	Other Travel Expenses	2,650.00
P63233	11	IS Administration Systems	Syxis Technologies	Comp Equip Additional \$5000 >	12,301.82
P63237	12	Instructional Support- VTEA	Victor Valley College	Other Travel Expenses	2,125.00
P63239	11	Open Campus-Comm. Educ. Classes	Augusoft, Inc.	Computer Software Maint/License	7,500.00
P63245	11	Personnel Management	Advanced Copy Systems	Equip Replacement \$5000 >	11,127.34
P63247	11	Viewpoints	Social Printing	Copying and Printing	14,000.00
P63249	11	Computer and Information Science	Association of Collegiate Business	Memberships	1,250.00
P63253	33	Child Development Center	Sysco Corp.	Paper Products	1,940.00
P63255	11	Drafting Technology	Consolidated Reprographics	Instructional Supplies	1,000.00
P63257	11	Open Campus-Comm. Educ. Classes	National Capital Funding	Professional Services	6,000.00
P63258	12	Provost - Moreno Valley - Title V M	Moreno Valley Unified School Dist.	Other Services - Articulation Conference	2,800.00
P63259	11	Open Campus-Comm. Educ. Classes	Computrax, Inc.	Professional Services	8,000.00
P63260	12	Provost - Moreno Valley - Title V M	Val Verde Unified School Dist.	Other Services - Articulation Conference	1,500.00
P63262	11	Open Campus-Comm. Educ. Classes	Edwards, Nancy F.	Professional Services	1,000.00
P63266	12	Health Services	Student Insurance	Student Insurance	84,248.00
P63267	11	International Students	U.S. Educational Group	Advertising	2,600.00
P63268	11	International Students	Thomson Peterson's	Advertising	1,840.00
P63269	11	Applied Photography	B & H Photo - Video	Instructional Supplies	1,000.00
P63272	11	Applied Photography	Freestyle Photographic Supplies	Instructional Supplies	2,000.00
P63276	12	Instructional Support- VTEA	Grossmont-Cuyamaca Community	Other Services - Special Population Advisory Committee	2,000.00
P63277	12	Instructional Support- VTEA	Crafton Hills College	Other Travel Expenses	1,667.00
P63278	11	Open Campus-Comm. Educ. Classes	Notary Public Seminars, Inc	Professional Services	30,000.00
P63280	12	Computer and Information Science	Apple Computer, Inc.	Comp Equip Additional \$200-\$4999	101,585.90
P63284	32	Food Service	Hanigan Business Forms, Inc.	Other Supplies	1,207.99
P63286	12	Provost - Norco - Title V Norco	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	3,919.16
P63287	11	IS Micro-Support	Apple Computer, Inc.	Conferences	1,350.00
P63295	33	Child Development Center	CM School Supply Company	Other Supplies	3,216.55
P63296	12	Grants Department - Title V - Riverside	Barnes & Noble	Instructional Supplies	8,497.29
P63298	11	Provost - Riverside	Corporate Express	Equip Additional \$200-\$4999	3,201.00

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 9/01/05 thru 9/30/05

PO#	Fund	Department	Vendor	Description	Amount
P59817	41	Riv Campus - P.E. Complex, Phase I,	Steinberg Group, The	Architect's Fees	3,000.00
P60214	41	Voice Communication Services	NEC Unified Solutions, Inc.	Comp Equip Replacement \$5000 >	6,712.83
P61026	32	Food Service	Bon Appetit	Food	5,000.00
P61027	32	Food Service	Interstate Brands Corp.	Food	2,000.00
P61028	32	Food Service	Joseph Webb Foods	Cleaning Supplies	20,000.00
P61029	32	Food Service	Ling's	Food	2,000.00
P61030	32	Food Service	Pepsi-Cola	Paper Products	20,000.00
P61073	12	Parking	Callaway Motorsports	Repairs - Parts	1,100.00
P61097	11	Purchasing	Advanced Copy Systems	Repairs - Parts	3,000.00
P61104	11	Production Printing	Unisource Worldwide, Inc.	Purchase/Cost of Goods Sold	10,000.00
P61105	11	Production Printing	Spicers Paper, Inc.	Purchase/Cost of Goods Sold	10,000.00
P61111	11	Production Printing	Inx International Ink Co.	Purchase/Cost of Goods Sold	1,000.00
P61303	11	President's office	Party Plus Rentals	Other Supplies	1,000.00
P61378	11	Administrative Support Center	Inland Presort & Mailing Services	Postage	30,000.00
P61387	11	Human Resources	Corporate Express	Other Supplies	1,500.00
P61420	11	Performance Riverside	Synergistic Mailing Services	Postage	2,000.00
P61537	11	Cosmetology	Jazz-Z Beauty Products	Instructional Supplies	1,500.00
P61552	12	Student Services - Stdt Svcs Grant	Costco	Memberships	1,845.00
P61611	41	RSA / RCC Systems Offices - Bridge	S. K. Telecon, Inc.	Fixtures & Fixed Equipment	2,080.00
P61613	41	RSA / RCC Systems Offices - Bridge	Cor-O-Van Moving and Storage, Inc.	Professional Services	6,585.42
P61615	41	RSA / RCC Systems Offices - Bridge	Advanced Electrical Contracting Inc	Fixtures & Fixed Equip	1,382.00
P61619	12	Student Services - Talent Search Norco	Inland Empire Stages, Ltd.	Transportation Contracts	4,500.00
P61750	11	Course and Curriculum Development	Office Depot	Equip Replacement \$200-\$4999	1,256.66
P61773	11	Community Outreach	ARSA Embroidery and Silkscreen	Other Supplies	1,000.00
P61801	11	Custodial Services	Waxie Sanitary Supply	Custodial Supplies	1,018.00
P61811	11	Production Printing	Printers Electric Company, Inc.	Repairs - Parts	1,000.00
P61853	11	Dental Hygiene	Henry Schein Inc.	Instructional Supplies	5,000.00
P61904	12	Provost - Moreno Valley - Title V M	Barnes & Noble	Other Supplies	1,087.89
P61931	11	Music	Office Depot	Other Supplies	1,000.00
P62134	41	Facilities Planning - La Sierra	Clayson Mann Yaeger & Hansen	Legal	18,000.00

Additions to Approved/Ratified Purchase Orders of \$1,000 and over

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 9/01/05 thru 9/30/05

PO#	Fund	Department	Vendor	Description	Amount
P62151	11	Performance Riverside		Other Services - Equity Actor Services	55,000.00
P62192	11	Public Affairs & Institutional Advancement	NPI Production Services, Inc.	Copying and Printing	1,700.00
P62201	11	Public Affairs & Institutional Advancement	Pip Printing of Riverside	Advertising	15,000.00
P62213	32	Food Service	Press Enterprise	Repairs - Parts	1,304.26
P62356	11	IS Network Systems	Jim Jones Maintenance	Computer Software Maint/License	1,675.30
P62531	41	Riv Campus - Relocatable Swing Space	CDW-G	Fixtures & Fixed Equipment	1,665.00
P62619	41	Mo Val, Norco, Riv Campus - Bridge Project	Elrod Fence Co., Inc.	Comp Equip Additional \$5000 >	2,794.85
				Global CTI Group, Inc.	
				Subtotal ( Pages 1-6)	2,736,148.65
				Subtotal (Page 7-8)	244,707.21
				Purchase Orders \$1,000 and Over	2,980,855.86
				Purchase Orders Under \$1,000	160,298.28
				Grand Total	3,141,154.14

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-3

Date: October 18, 2005

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  
Chancellor

Prepared by: Ed Godwin  
Director, Administrative Services



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: October 18, 2005

Subject: Budget Adjustments

Background: The 2005-06 adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, some accounts have surplus funds while others are underbudgeted. As provided in Title 5, Section 58307, the Board of Trustees may approve transfers between major expenditure classifications to allow for needed purchases. Unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 11, Resource 1000). The following budget transfers have been requested:

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to reallocate the Riverside Title V Program budget. (Fund 12, Resource 1190)		
From: Title V	Classified FT Admin	\$ 30,379
	Classified FT	27,621
To: Title V	Supplies	\$ 20,000
	Equipment	38,000
2. Transfer to purchase equipment and provide for Academic Special Projects. (Fund 12, Resource 1190)		
From: Middle College High School, MV	Classified Special Project	\$ 4,000
	Instructional Supplies	500
To: Middle College High School, MV	Academic Special Project	\$ 4,000
	Equipment	500
3. Transfer to purchase equipment.		
From: Dean of Education	Supplies	\$ 600
	Postage	40
	Mileage	100
	Conferences	825
	Cellular Telephone	100
	Other Services	66
To: Dean of Education	Equipment	\$ 1,731

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: October 18, 2005

Subject: Budget Adjustments (continued)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
4. Transfer to provide food for the weekly Emancipation Grant life skills workshops. (Fund 12, Resource 1190)			
From:	Emancipation Services Grant	Other Services	\$ 14,000
To:	Emancipation Services Grant	Food	\$ 14,000
5. Transfer to provide for architect's fees related to the Landis Art Gallery project.			
From:	Facilities	All Other Contracts	\$ 11,921
To:	Facilities	Architect's Fees	\$ 11,921
6. Transfer to purchase equipment.			
From:	Information Services	Supplies	\$ 2,000
To:	Information Services	Equipment Replacement	\$ 2,000
7. Transfer to purchase equipment. (Fund 11, Resource 1090)			
From:	Performance Riverside	Theater Supplies	\$ 1,368
To:	Performance Riverside	Equipment	\$ 1,368
8. Transfer to purchase tests.			
From:	Communications, Norco	Memberships	\$ 200
To:	Communications, Norco	Tests	\$ 200

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: October 18, 2005

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
9. Transfer to reallocate the Moreno Valley Title V Program budget. (Fund 12, Resource 1190)		
From: Title V	Equipment	\$ 4,466
	Replacement Equipment	15,000
To: Title V	Academic PT Non-Instr	\$ 15,000
	Student Help – Non-Instr	2,466
	Supplies	2,000

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

Salvatore G. Rotella  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-b-1

Date: October 18, 2005

Subject: Resolution to Amend Budget – Resolution No. 4-05/06  
AmeriCorps Local Emergency Readiness Teams (ALERT) Project

Background: The Riverside Community College District has received additional funding for the AmeriCorps Local Emergency Readiness Teams (ALERT) Project, pursuant to a contract approved by the Board of Trustees at their April 2005 meeting, in the amount of \$20,800 from the Foundation for California Community Colleges. The funds will be used for extensive education and training to schools, neighborhoods, and community faith-based organizations relative to disaster preparedness and emergency response techniques that will enhance and support community awareness.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$20,800 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Ola Jackson  
Associate Dean, Teacher Preparation

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION TO AMEND BUDGET**

**RESOLUTION No. 4-05/06  
2005/2006 AmeriCorps Local Emergency Readiness Teams Project**

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$20,800 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on October 18, 2005.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-b-2

Date: October 18, 2005

Subject: Resolution to Amend Budget – Resolution No. 7-05/06  
2005-2006 CCNCCE Supporting Actions For Engagement (SAFE) Program

Background: The Riverside Community College District has received continuing funding for the 2005-2006 CCNCCE Supporting Actions for Engagement (SAFE) Program in the amount of \$15,000 from the Corporation for National and Community Service through the Community College National Center for Community Engagement (CCNCCE). The funds will be used to support a service learning program that benefits the community and the participants enrolled in the program.

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

Salvatore G. Rotella  
Chancellor

Prepared by: Ola M. Jackson  
Associate Dean of Teacher Preparation

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 7-05/06

2005-2006 CCNCCE Supporting Actions for Engagement (SAFE) Program

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

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on October 18, 2005.

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Clerk or Authorized Agent





RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-5-a

Date: October 18, 2005

Subject: Award of Bid – Real Time Captioning Services

Background: Disabled Student Services provides captioning and interpreting services for hearing impaired students. This service consists of transcribing classroom lectures, using a computer-compatible stenography machine and real time captioning computer software with readout on a laptop computer, television or LED display. Funding is provided for this service from DSPS funding in Fund 12, Resource 1190.

On August 19, 2005, bids were received from 2 vendors in response to the Invitation to Bid for Real Time Captioning Services. The results were as follows:

Quick Captioning	\$40.00 an hour
E-Z Captioning	\$33.00 an hour

Following review, District staff recommends awarding the bid to E-Z Captioning in the amount of \$33.00 per hour. References for the low bidder, E-Z Captioning were checked and found to be satisfactory.

Recommended Action: It is recommended that the Board of Trustees award the bid for Real Time Captioning Services to E-Z Captioning for the amount of \$33.00 per hour, including the provision that the contract may be extended upon mutual agreement of the District and the vendor for up to four additional one year terms, with any increase in the costs of services limited by the consumer price index each given year, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: October 18, 2005

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:

Retroactive:

- 1) Ms. Caron Jones, hourly employee, Performance Riverside, to travel to Deerfield Beach, Florida, September 3-5, 2005, to pick up costumes for Performance Riverside production, "Ragtime." Estimated cost: \$431.35. Funding source: the general fund.

Current:

- 1) Mr. Greg Aycock, outcomes and assessment specialist, Title V, Norco Campus, to travel to Indianapolis, Indiana, October 23-25, 2005, to attend the 2005 Assessment Institute. Estimated cost: \$1,319.25. Funding source: Title V grant funds.
- 2) Ms. Shelagh Camak, dean, workforce preparation, to travel to San Antonio, Texas, October 22-25, 2005, to attend the National Council for Workforce Education Annual Fall Conference – Creating Pathways for Success. Estimated cost: \$1,373.20. Funding source: Vocational Technical Education Act grant funds.
- 3) Ms. Patricia Clothier, director, law enforcement training program, to travel to Colorado Springs, Colorado, October 27-28, 2005, to attend the Homeland Security Defense Education Consortium Symposium. Estimated cost: \$574.10. Funding source: the general fund.
- 4) Mr. George Gage, assistant professor, community interpretation in Spanish, Moreno Valley Campus, to travel to Seattle, Washington, November 9-12, 2005, to attend the American Translators Association Annual Conference. Estimated cost: \$1,398.55. Funding source: \$898.55 from the general fund, and \$500.00 from faculty staff development funds.
- 5) Mr. Henry Jackson, associate professor, applied technology, to travel to Chicago, Illinois, November 14-17, 2005, to attend the FabTech International and American Welding Society Show. Estimated cost: \$1,925.00. Funding source: Vocational Industrial Clubs for America grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: October 18, 2005

Subject: Out-of-State Travel (continued)

- 6) Mr. Phil Kelleher, director, fire technology, fire academy program, to travel to Colorado Springs, Colorado, October 27-28, 2005, to attend the Homeland Security Defense Education Consortium Symposium. Estimated cost: \$649.10. Funding source: the general fund.
- 7) Mr. Stephen Kennedy, instructor, applied technology, to travel to Tampa, Florida, November 13-16, 2005, to attend the International Association of General Motors Automotive Service Educational Program. Estimated cost: \$1,548.50. Funding source: the general fund.
- 8) Ms. Anita G. Kinser, assistant professor, nursing education, to travel to Indianapolis, Indiana, November 12-16, 2005, to be a presenter at the Sigma Theta Tau 38<sup>th</sup> Biennial Convention. Estimated cost: \$1,485.39. Funding sources: \$200.00 from the general fund, and \$1,285.39 to be paid by the employee.
- 9) Ms. Wilma LaCava, associate professor, nursing education, to travel to Louisville, Kentucky, November 9-13, 2005, to accompany 15 to 20 students attending the National Student Nurses' Association Mid-Year Conference. Estimated cost: \$1,184.19. Funding source: Vocational Technical Education Act grant funds.
- 10) Ms. Cynthia Lenzion, grant specialist, grants and contract services, to travel to Cranberry, Pennsylvania, November 15-18, 2005, to attend a Compression Planning Workshop by McNellis and Associates. Estimated cost: \$3,060.29. (Conference fee is \$1,995.00) Funding source: the general fund.
- 11) Mr. Gary Locke, associate professor, music, and Mrs. Sheila Locke, music specialist, performing arts, to travel to Indianapolis, Indiana, November 10-13, 2005, to accompany the RCC Marching Tigers performing at the Bands of America Grand Nationals. There is no cost to the District.
- 12) Ms. Jill Marks, director, Gateway to College, to travel to Denver, Colorado, November 3-4, 2005, to attend a Benchmark Meeting by Portland Community College. Estimated cost: \$744.50. Funding sources: \$575.00 to be paid by Portland Community College grant funding, and \$169.50 to be paid by Gateway to College Early College High School Charter School funds.
- 13) Mr. Jose Medina, Member, Board of Trustees, to travel to Washington, D.C., February 5-8, 2006, to attend the Association of Community College Trustees 2006 Community College National Legislative Summit. Estimated cost: \$2,248.10. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: October 18, 2005

Subject: Out-of-State Travel (continued)

- 14) Dr. Christopher Nollette, director, emergency medical services/paramedic program, to travel to Dallas, Texas, October 24-28, 2005, to attend the American Heart Association Fall 2005 Education Committee meeting. There is no cost to the District.
- 15) Dr. Chris Nollette, director, emergency medical services instructor, paramedic program director, to travel to Waltham, Massachusetts, November 3-5, 2005, to attend the National Association of Emergency Medical Services Educators Instructor Course. There is no cost to the District.
- 16) Dr. Bonavita Quinto-MacCallum, instructor, Spanish, to travel to Miami, Florida, October 22-26, 2005, to attend the National Association for citizens Oversight of Law Enforcement Conference. There is no cost to the District.
- 17) Chancellor Salvatore Rotella to travel to Florence, Italy, October 27-November 7, 2005, to participate in the Study Abroad Program. Estimated cost: \$2,450.00. Funding source: the general fund. (The District will be reimbursed \$1,200.00 by the Centers for Academic Programs Abroad.)
- 18) Ms. Kathleen Rowley, grants writer, grants and contract services, to travel to Cranberry, Pennsylvania, November 15-18, 2005, to attend the Compression Planning Workshop by McNellis and Associates. Estimated cost: \$3,175.27. (Conference fee is \$1,995.00) Funding source: the general fund.
- 19) Dr. Ward Schinke, associate professor, political science, and Dr. Dariush Haghghat, associate professor, political science, to travel to New York City, New York, April 8-16, 2006, to accompany 11 students participating in the National Model United Nations competition. Estimated cost: \$16,695.40. Funding source: the general fund.
- 20) Ms. Carmen V. Smith, outreach and recruitment services specialist, workforce preparation, to travel to San Antonio, Texas, October 29-November 1, 2005, to attend the National College Board Forum 2005. Estimated cost: \$1,522.00. Funding source: Vocational Technical Education Act grant funds.
- 21) Mr. Gary Storar, telephone systems account clerk, information services, to travel to Irving, Texas, November 27-December 2, 2005, to attend NEC/OpenworX Applications training. Estimated cost: \$2,704.35. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: October 18, 2005

Subject: Out-of-State Travel (continued)

- 22) Mr. Jeffrey Williamson, statewide director, centers for international trade development, to travel to Beijing, Shanghai, and Hong Kong, China, November 12-19, 2005, with Governor Schwarzenegger's Trade Mission to China. Estimated cost: \$3,129.80. Funding source: Centers for International Trade Development Statewide grant funds.

Salvatore G. Rotella  
Chancellor

Prepared by: Michelle Haeckel  
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT COMMITTEE

Date: October 18, 2005

Report No.: IV-A-8-a

Subject: Riverside Community College District Participation in an Agreement Between the Long Beach City College Foundation, Acting as Fiscal Agent of the Underfunded Caucus Districts and California Strategies, LLC, a Consulting Firm

Background: California Strategies, LLC is the consulting firm that designed the strategy last year for the Underfunded Caucus members for equalization funding. The strategy this year will direct the efforts of the caucus in its advocacy on the 2006 budget and these related issues:

- a. Develop a strategy to coordinate the efforts of the underfunded districts to support the Governor's budget for equalization, growth and non-credit funding.
- b. Develop a strategy to maintain bi-partisan legislative support for the Governor's budget as it relates to the issues above.

The contractual period will be October 1, 2005 to December 1, 2005. The total fee for this agreement is \$50,000. Each participating district contributes \$5,000 to the Long Beach City College Foundation who is acting as the contracting agency on the behalf of the members of the Underfunded Caucus. Funding source: the general fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement between the Long Beach City College Foundation and California Strategies, LLC, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement for \$5,000.

Salvatore G. Rotella  
President

Prepared by: Dr. Lyn Greene  
Associate Dean, Governmental Relations

October 1, 2005

Dr. Virginia Baxter  
Executive Director  
Long Beach City College Foundation  
4901 E. Carson Street  
Long Beach, Ca 90808

Dear Virginia;

This letter agreement (the “Consulting Services Agreement”, or “Agreement”) will serve to confirm the engagement of California Strategies, LLC (the “Consultant”) as a consultant to the Long Beach City College Foundation (the “Foundation”) in its general business activities, including government relations and strategy development in California.

**Scope of Services**

1. To design a strategy to coordinate the efforts of the under-funded districts to expand support within the Schwarzenegger administration for Community College equalization.
2. To design strategy to develop and expand bi-partisan legislative support for Community College equalization.

At no time shall the Foundation request nor shall the Consultant engage in lobbying activities as defined under applicable state statutes or regulations.

**Compensation:**

The Foundation agrees to provide to the Consultant the following compensation in return for the services as detailed in the Scope of Services above:

1. The Foundation shall pay the Consultant a retainer fee of US \$25,000 for services provided from October 1, 2005 to December 1, 2005.
2. The Foundation shall pay the Consultant a retainer fee of US \$25,000 for services provided from December 1 – January 1, 2006.
3. The Consultant will submit two invoices to the Foundation. The invoices should be addressed to the Virginia Baxter, Executive Director, Long Beach City College Foundation 4901 E. Carson Street Long Beach, CA 90808.



4. The invoices shall be paid within 30 days of receipt.

**Duration:**

The services to be rendered by the Consultant under this Agreement, for which a fee shall be paid, shall commence effective October 1, 2005 and shall continue through January 1, 2006.

**Conditions:**

The Consultant agrees to protect confidential information against unauthorized disclosure. The Consultant will protect such information using a reasonable degree of care as is used to protect its own confidential information of a like nature. The Consultant agrees to protect confidential information disclosed under this agreement in both a) a tangible form, clearly labeled confidential at time of disclosure, and b) in non-tangible form, pertaining to matters disclosed in writing or orally which protect or enhance the competitive position of the Foundation. This Agreement covers confidential information the Consultant has obtained to date and will obtain in the future.

By execution of this agreement, the Consultant acknowledges that it is an independent contractor and neither it nor its employees are employees of the Foundation for any purpose whatsoever. The Consultant has no right or authority to assume or create any obligation or responsibility, express or implied, on behalf of the Foundation, except as expressly authorized in writing by the Foundation.

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of California. The Consultant agrees to comply with all laws governing the State of California with respect to this engagement.

This Agreement may be amended only by a written and signed agreement of both the Consultant and the Foundation.

Best regards,

BOB WHITE  
Chairman

ACCEPTED & AGREED:  
Long Beach City College Foundation

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

Virginia Baxter

California Strategies, LLC

By: \_\_\_\_\_  
Bob White, Chairman

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-9-a

Date: October 18, 2005

Subject: Surplus Property

Background: Education Code Section 81450 permits the Board of Trustees to declare District property as surplus if the property is not required for school purposes; is deemed to be unsatisfactory or not suitable for school use; or if it is being disposed of for the purposes of replacement. Education Code section 81452 permits surplus property to be sold at private sale, without advertising, if the total value of the property does not exceed \$5,000. The District has determined that the property on the attached list does not exceed the total value of \$5,000. To help defray disposal costs and to generate a nominal amount of revenue, the District has previously consigned surplus property to The Liquidation Company for disposal.

Recommended Action: It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; (2) find that the property does not exceed the total value of \$5,000; and (3) authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.

Salvatore G. Rotella  
Chancellor

Prepared by: Rick Storti  
District Controller

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	SHARP	PROJECTOR	XG-E1000UB	603315287	-----
1	SHARP	PROJECTOR	XG-E1000UB	603315209	-----
1	FORD	1958 TRACTOR	661	310447-2	-----

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-9-b

Date: October 18, 2005

Subject: Destruction of Records

Background: All records which have been held for the required retention periods and any permanent records which have been classified as class 3 after having been duly microfilmed and held for the required retention period may be destroyed as per Title 5, Sections 16026-16027 of the California Administrative Code. Class 3-Disposable Records are defined as any records archived for 3 years after July 1 of that fiscal year. These include records basic to audit, relating to attendance, full-time equivalent student, or a business or financial transaction (purchase orders, invoices, warrants, ledger sheets, canceled checks and stubs, student body and cafeteria fund records, etc.) and detail records used in the preparation of any other report; and periodic reports, such as daily, weekly, and monthly reports, bulletins, and instructions.

Board Policy 7060 establishes the procedures for destruction of records and requires Board of Trustees approval before records are destroyed.

Recommended Action: It is recommended that the Board of Trustees approve the destruction of the records on the attached list.

Salvatore G. Rotella  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Destruction of Archived Records  
Dated Prior to September 30, 2005

<b>Container Number</b>	<b>Description</b>	<b>Add Date</b>	<b>Destroy Date</b>
085857	Arroyo Banks, Purchasing Bids, Norco, Moreno Valley	5/10/1996	9/30/2005
086206	Contracts, Facilities, Plans	5/14/1996	9/30/2005
086391	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086393	Fiscal Operations, Purchasing, Bids 6/95	5/13/1996	9/30/2005
086395	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086402	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086403	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086405	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086411	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086414	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086415	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086420	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086421	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086422	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086423	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086424	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086425	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086432	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086433	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086434	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086445	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086446	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086454	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086464	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
086465	Facilities, Remodels, Contracts	5/13/1996	9/30/2005
090179	Facilities, Contracts, Projects	7/30/1996	9/30/2005
257095	Box #3	12/6/1999	9/30/2005

Destruction of Archived Records  
Dated Prior to September 30, 2005

Container Number	Description	Add Date	Destroy Date
257096	Box #5	12/6/1999	9/30/2005
257097	Box #2	12/6/1999	9/30/2005
257098	Box #6	12/6/1999	9/30/2005
257099	Box #8	12/6/1999	9/30/2005
257100	Box #1	12/6/1999	9/30/2005
257101	Box #7	12/6/1999	9/30/2005
257102	Box #4	12/6/1999	9/30/2005
262943	Box #29 Miscellaneous	1/28/2000	9/30/2005
263955	Business Services- District Invoices	2/10/2000	6/30/2005
520347	Project Coordination Team 94-97, ABS-Student Federal & State Grants-TR Balance 00/01	8/21/2002	7/31/2004
520363	ABS-Attendance Reports-Eop's-ECS-Bank Proposals-Brandt Systems-Budgets-Collectech Security, Yearend Workshops	8/21/2002	7/31/2004
721471	Food Service, Cash Register Tapes, ABS	7/17/2003	7/31/2004
739598	Summer 03	7/29/2004	7/30/2005
797894	Certificated Recruitments	9/7/2005	6/30/2005
797899	Certificate Applications "Mimi"	9/7/2005	6/30/2005
797909	Certificated Recruitments	9/7/2005	1/31/2005
797913	Certificated Recruitments	9/7/2005	1/31/2005
520025	Human Resources Recruitments	8/19/2002	9/30/2004
520017	Human Resources	8/19/2002	9/30/2004
519966	Human Resources Recruitments	8/19/2002	10/31/2004
519961	Human Resources Recruitments	8/19/2002	10/31/2004
520015	Human Resources Recruitments	8/19/2002	1/31/2005
520014	Human Resources Recruitments	8/19/2002	2/28/2005
513222	Human Resources Recruitments	8/19/2002	4/30/2005
520006	Human Resources Recruitments	8/19/2002	5/31/2005
520368	Human Resources Reconciliations	8/21/2002	7/31/2005

Destruction of Archived Records  
Dated Prior to September 30, 2005

Container Number	Description	Add Date	Destroy Date
520348	Human Resources Recruitments	8/21/2002	8/31/2004
520339	Human Resources Recruitments	8/21/2002	8/31/2005
520345	Human Resources Recruitments	8/21/2002	9/30/2005
262944	Box #27	1/28/2000	12/31/2004
264252	Extended Opportunity Program & Services, Student Files	2/17/2000	9/30/2004
264224	Accounts Payable, Purchasing	2/17/2000	9/30/2005
264248	Purch, A/P	2/17/2000	9/30/2005
721294	Certificated Recruitments, HR 135	7/17/2003	1/31/2005
721305	Certificated Recruitments, HR 136	7/17/2003	1/31/2005
721326	Certificated Recruitments, HR 137	7/17/2003	1/31/2005
721314	Certificated Recruitments, HR 138	7/17/2003	1/31/2005
721300	Certificated Recruitments, HR 139	7/17/2003	1/31/2005
721293	Certificated Recruitments, HR 140	7/17/2003	1/31/2005
264220	Extended Opportunity Program & Services, Student Files	2/17/2000	9/30/2004
130873	ABS ASRCC Payables	9/22/1997	7/1/2000
262945	Box #28	1/28/2000	12/31/2004
264221	Student Files, Extended Opportunity Program & Services	2/17/2000	9/30/2004
674416	Purchasing Bids	12/23/2003	9/30/2004
085869	Fiscal Operations, Purchasing, Bids	5/10/1996	9/30/2005
519988	ABS, Bad Checks, Cotops, Sales Tax Reg 88-93, Equipment Orders 78-92	8/19/2002	7/31/2005
674397	B, Purchasing Bids	12/23/2003	9/30/2005
674393	Purchasing Bids	12/23/2003	9/30/2005
085852	Fiscal Operations, Purchasing Bids	5/10/1996	9/30/2005
674431	E, Purchasing Bids	12/23/2003	9/30/2005
086000	Purchasing, Fiscal Operations, Bids, Contracts	5/13/1996	9/30/2005
674454	F, Purchasing Bids	12/23/2003	9/30/2005
674514	G, Purchasing Bids	12/23/2003	9/30/2005



Destruction of Archived Records  
Dated Prior to September 30, 2005

Container Number	Description	Add Date	Destroy Date
674443	Purchasing Bids, H	12/23/2003	9/30/2005
674456	N, Purchasing Bids	12/23/2003	9/30/2005
085897	Purchasing, Fiscal Operations, Bids	5/14/1996	9/30/2005
085972	Fiscal Operations, Purchasing, Bids	5/20/1996	9/30/2005
086127	Bids, Fiscal Operations	5/13/1996	9/30/2005
674437	Fiscal Operations, Purchasing, Typewriter Maintenance Agreement	12/23/2003	9/30/2005
674433	Purchasing Bids, I	12/23/2003	9/30/2005
674463	K, Except May, Purchasing Bids	12/23/2003	9/30/2005
086138	Fiscal Operations, Bids	5/13/1996	9/30/2005
674432	L, Purchasing Bids	12/23/2003	9/30/2005
085788	Fiscal Operations, Purchasing	5/14/1996	9/30/2005
085845d	Fiscal Operations, Bids, Contracts	5/10/1996	9/30/2005
520341	ABS, Food Services, Budget, Financials, Sales Tax Audits	8/21/2002	7/31/2005
520409	ABS, Bookstore, Budgets, Financials	8/21/2002	7/31/2004
159231	Purchasing, Bids, Box 5 of 5	4/22/1998	9/30/2005
159235	Purchasing, Bids, Box 4 of 5	4/22/1998	9/30/2005
161045	Purchasing, Bids, 1 of 5	4/23/1998	9/30/2005
161050	Purchasing, Bids, 3 of 5	4/23/1998	9/30/2005
161051	Purchasing, Bids, 2 of 5	4/23/1998	9/30/2005
085772	Fiscal Operations, Bids, Voice Mail Rolm Upgrade, Purchasing	5/10/1996	9/30/2005
674445	Purchasing, Bids, A	12/23/2003	9/30/2005
085933	Fiscal Operations, FL-FZ, DF-DI	5/10/1996	9/30/2005
085936	Fiscal Operations, Bids	5/14/1996	9/30/2005
519979	ABS RCC Budget, Manuals & Proposed Budgets	8/19/2002	7/31/2004
630033	Accounts Payable, 31	9/9/2002	9/30/2005
630026	28, Accounts Payable	9/9/2002	9/30/2005
172211	Facilities Work orders	6/11/1998	9/30/2005

Destruction of Archived Records  
Dated Prior to September 30, 2005

<b>Container Number</b>	<b>Description</b>	<b>Add Date</b>	<b>Destroy Date</b>
519857	Student Financial Services, BOGW Applications, 25	8/19/2002	12/31/2004
086056	Bids, Fiscal Operations, Purchasing	5/13/1996	9/30/2005
520425	ABS, Requisitions, Parking	8/21/2002	7/31/2004
520433	Collectech Year End, Administration & Financial board of Trustees, ABS Meetings (Student Services/Business Services)	8/21/2002	7/31/2004
721296	CMTC Agreements, Economic Development	7/17/2003	7/1/2004
721479	Purchasing Bids, 8	7/17/2003	9/30/2005
260114	Facilities, Payroll Reports	1/18/2000	9/30/2005
260133	Facilities, Invoices	1/18/2000	9/30/2005
260134	Facilities, Invoices	1/18/2000	9/30/2005
263975	Program Summary with Revenue, Ledgers, Summary by LOC Prog. Obj., Appropriation Ledger by Split Revenue Ledger	2/10/2000	12/31/2004
263977	Summary by Location Pro. Obj., Combined General ledger, Appropriation by District, Revenue Ledger	2/10/2000	9/30/2005
264243	C/L Jobs 96-98, Accounting Services- CE P/R, Pans, Summer 97, Fall 97, Spring 98	2/17/2000	9/30/2005
721478	Purchasing, Bids, 9	7/17/2003	9/30/2005
263954	Special Program Files SPP 055 - SPP 369	2/10/2000	7/31/2004
467759	Student Employment, Complete Hire Paperwork	10/11/2001	12/31/2004
519985	ABS Bookstore, Accounts Payable, McGrawhill Book Co., Problem Files, Balance Disputes	8/19/2002	7/31/2004
467711	Student Financial Services, Fee Waiver	10/11/2001	12/31/2004
467721	BOGW Applications, Riverside - Student Financial Services	10/11/2001	12/31/2004
520360	ABS, Bookstore, Ending Inventory	8/21/2002	7/31/2004
520432	ABS, Student Federal/State Grants, TR. Balance & Vouchers	8/21/2002	7/31/2004
467676	Student Financial Files	10/11/2001	12/31/2004
467700	Student Employment, Payroll Green Bar Reports	10/11/2001	12/31/2004
467710	Riverside-Pell Grants	10/11/2001	12/31/2004
467712	Loan Files, Riverside	10/11/2001	12/31/2004

Destruction of Archived Records  
 Dated Prior to September 30, 2005

Container Number	Description	Add Date	Destroy Date
467715	Riverside-Pell Grants	10/11/2001	9/30/2005
467725	Student Financial Services, BOGW Applications	10/11/2001	12/31/2004
467770	BOGW Files, riverside	10/11/2001	12/31/2004
467787	Fee Waiver Documents, Student Financial Services	10/11/2001	12/31/2004
468203	Moreno Valley, Financial Complete Aid Files	10/11/2001	12/31/2004
467798	Pell Grants, Riverside	10/11/2001	12/31/2004
467732	Student Financial Services, Green Bar Reports	10/11/2001	12/31/2004
467728	Riverside-Pell Grants	10/11/2001	9/30/2005
467729	Pell Grants, Riverside	10/11/2001	9/30/2005
467723	Riverside-Pell Grants	10/11/2001	12/31/2004
467726	Student Employment	10/11/2001	12/31/2004
467733	Pell Grants	10/11/2001	12/31/2004
468204	Moreno Valley, Complete Files	10/11/2001	9/30/2005
467671	Riverside-Pell Grants	10/11/2001	12/31/2004
467713	Riverside-Pell Grants	10/11/2001	12/31/2004
467806	Pell Grants, Norco	10/11/2001	12/31/2004
467719	Pell Grants, Riverside	10/11/2001	12/31/2004
467701	Riverside Loan Files	10/11/2001	12/31/2004
467817	Riverside, Pell Grants	10/11/2001	12/31/2004
467672	Moreno Valley, Complete Files	10/11/2001	12/31/2004
467819	Pell Grants, Riverside	10/11/2001	12/31/2004
467695	Pell Grants	10/11/2001	9/30/2005
467718	Riverside, Pell Grants	10/11/2001	12/31/2004
467722	Riverside, Pell Grants	10/11/2001	12/31/2004
467724	Riverside, Pell Grants	10/11/2001	12/31/2004
283997	Merchant Bankcard Receipts 6/99, Book Vouchers, ABS, Bookstore, Cash Refunds Intercampus Inv. Transfers, Accounts Receivable, Board Material	12/18/2000	9/30/2005

Destruction of Archived Records  
Dated Prior to September 30, 2005

<b>Container Number</b>	<b>Description</b>	<b>Add Date</b>	<b>Destroy Date</b>
513251	Susan A., Scholarship Stuff 34/35	8/19/2002	12/31/2004
513254	37, Student Employment Timesheets, Academic Year	8/19/2002	12/31/2004
519846	Pell Misc, 1	8/19/2002	12/31/2004
519852	Student Financial Services, 40, Student Employment Records	8/19/2002	12/31/2004
519913	Misc. (Secretary), 42, Student Financial Services	8/19/2002	12/31/2004
519919	Student Financial Services, Transmittals, 4	8/19/2002	12/31/2004
519924	23, Pell Grant Files, Student Financial Services	8/19/2002	12/31/2004
519925	Student Employment Hire Paperwork, 39, Riverside, Student Financial Services	8/19/2002	12/31/2004
519934	Student Financial Services, Dependant Overrides, Approved & Denied, 3	8/19/2002	12/31/2004
519941	43, Misc (Secretary) Student Financial Services	8/19/2002	12/31/2004
519943	Student Financial Services, 2, Download Sheets, Pell	8/19/2002	12/31/2004
519944	Scholarships, Student Financial Services, Riverside, 36	8/19/2002	12/31/2004
519945	6, Transmittal, Riverside, Student Financial Services	8/19/2002	12/31/2004
721427	Catering Invoices, ABS, Food Service	7/17/2003	9/30/2005
519840	Riverside Student Financial Services, Scholarships, 31	8/19/2002	12/31/2004
519843	BOGW Applications, Riverside Student Financial Services, 24	8/19/2002	12/31/2004
519860	28, Scholarship Applications	8/19/2002	12/31/2004
519912	Student Financial Services, 33, Scholarship Applications	8/19/2002	12/31/2005
519918	Riverside Student Financial Services, District A-P, FWS A-Z, 41	8/19/2002	12/31/2004
519920	44, Student Financial Services, TUB Cards, Pell Grant	8/19/2002	12/31/2004
519921	26, BOGW Moreno Valley, Board of Governors, Fee Waiver Applications & Ineligibles	8/19/2002	12/31/2004
519931	Scholarship Applications, 27, Student Financial Services	8/19/2002	12/31/2004
519939	Pell Grant Files, 12	8/19/2002	12/31/2004
519933	9, Financial Services, Non Verified/Verified, Student Financial Services, Norco	8/19/2002	12/31/2004
461698	2, Paid Invoices	7/30/2001	9/30/2005
461686	3, Paid Invoices	7/30/2001	9/30/2005
519835	Pell Grant Files, 13	8/19/2002	12/31/2004

Destruction of Archived Records  
Dated Prior to September 30, 2005

<b>Container Number</b>	<b>Description</b>	<b>Add Date</b>	<b>Destroy Date</b>
461706	Paid Invoices, 4	7/30/2001	9/30/2005
519926	Pell Grant Files	8/19/2002	12/31/2004
461709	Paid Invoices, 5	7/30/2001	9/30/2005
461703	6, Paid Invoices	7/30/2001	9/30/2005
519949	14, Pell Grant Files	8/19/2002	12/31/2004
461705	7, Paid Invoices	7/30/2001	9/30/2005
519865	Scholarships, Riverside Student Financial Services, 29	8/19/2002	12/31/2004
519875	Tub Cards, Student Financial Services, 7	8/19/2002	12/31/2004
519946	47, Pell Grant Files	8/19/2002	12/31/2004
461690	8, Paid Invoices	7/30/2001	9/30/2005
519922	Financial Services-Non Verified/Verified, 10, Norco	8/19/2002	12/31/2004
519915	Pell Grant Files, Student Financial Services, 15	8/19/2002	12/31/2004
461691	9, Paid Invoices	7/30/2001	9/30/2005
461689	Paid Invoices, 10	7/30/2001	9/30/2005
461697	Paid Invoices, 11	7/30/2001	9/30/2005
519940	17, Pell Grant Files	8/19/2002	12/31/2004
263828	Student Fall 98, EOPS, 2 of 2	2/8/2000	1/31/2005
519917	Student Financial Services, Tub Cards, 45	8/19/2002	12/31/2004
461696	Accounts Payable Paid Invoices, 12	7/30/2001	9/30/2005
519935	Pell Grant Files, 18	8/19/2002	12/31/2004
461704	Paid Invoices, 13	7/30/2001	9/30/2005
519870	Pell Grant Files, 19	8/19/2002	12/31/2004
461694	Paid Invoices, 14	7/30/2001	9/30/2005
519876	Riverside, Student Financial Services, Scholarships, 48	8/19/2002	12/31/2004
519854	11, Norco Financial Services, Verified	8/19/2002	12/31/2004
519942	38, District Misc., Student Financial Services	8/19/2002	12/31/2004
519863	Student Financial Services, Tub Cards, 8	8/19/2002	12/31/2004

Destruction of Archived Records  
 Dated Prior to September 30, 2005

<b>Container Number</b>	<b>Description</b>	<b>Add Date</b>	<b>Destroy Date</b>
519847	Pell Grant Files, 20	8/19/2002	12/31/2004
519923	Student Financial Services, Pell Grant Files, 21	8/19/2002	12/31/2004
461687	Paid Invoices, 18	7/30/2001	9/30/2005
519914	Pell Grant Files, Student Financial Services, 22	8/19/2002	12/31/2004
520375	ABS, Bank Reconciliations, Bookstore, Food Services, District Clearing & Bankcard, Community Education Development Corp, Financials, Viewpoints	8/21/2002	7/31/2005
467793	Title III & Online 98/00, Kristina Kauffman	10/11/2001	1/30/2004
467756	Records of Deposits Direct, Accounting Services	10/11/2001	7/30/2004
721416	16, O.T., Phone Message Pads	7/17/2003	9/30/2005
630022	4, Accounts Payable	9/9/2002	9/30/2005
630018	Accounts Payable, 3	9/9/2002	9/30/2005
630010	6, Accounts Payable	9/9/2002	9/30/2005
630021	Accounts Payable, 5	9/9/2002	9/30/2005
630012	7, Accounts Payable	9/9/2002	9/30/2005
630023	8, Accounts Payable	9/9/2002	9/30/2005
630011	9, Accounts Payable	9/9/2002	9/30/2005
630015	Accounts Payable, 10	9/9/2002	9/30/2005
630007	11, Purchasing Accounts Payable	9/9/2002	9/30/2005
630017	13, Accounts Payable	9/9/2002	9/30/2005
630013	Accounts Payable, 14	9/9/2002	9/30/2005
630009	17, Accounts Payable	9/9/2002	9/30/2005
630014	18, Accounts Payable	9/9/2002	9/30/2005
630006	Purchasing Accounts Payable, 21	9/9/2002	9/30/2005
630019	20, Accounts Payable	9/9/2002	9/30/2005
630005	23, Accounts Payable, Purchasing	9/9/2002	9/30/2005
630016	Accounts Payable, 24	9/9/2002	9/30/2005
467685	Accounting Services, Records of Deposit Admission District	10/11/2001	7/30/2004

Destruction of Archived Records  
Dated Prior to September 30, 2005

<b>Container Number</b>	<b>Description</b>	<b>Add Date</b>	<b>Destroy Date</b>
467689	Accounting Services, Records of Deposit	10/11/2001	7/30/2004
467768	Title III & Online, Kristina Kauffman	10/11/2001	1/30/2004
467769	Community Education, Cash Receipts, Bankcard Transactions	10/11/2001	7/30/2000
467772	Accounting Services, Records of Deposit Direct	10/11/2001	7/30/2004
520354	ABS, RCC Budget, Development	8/21/2002	7/31/2004
721438	Cash Registers, Food Services, Tape	7/17/2003	7/31/2004
674547	Applied Tech, Class 1	12/23/2003	9/30/2005
630031	Accounts Payable, 1	9/9/2002	9/30/2005
630024	2, Accounts Payable	9/9/2002	9/30/2005
674490	Human Resources, Classified Hourly, 144	12/23/2003	9/30/2005
630028	Accounts Payable, 12	9/9/2002	9/30/2005
674491	Human Resources, Classified Hourly, 145	12/23/2003	9/30/2005
630027	15, Accounts Payable	9/9/2002	9/30/2005
630029	16, Accounts Payable	9/9/2002	9/30/2005
630025	19, Accounts Payable	9/9/2002	9/30/2005
630032	29, Accounts Payable	9/9/2002	9/30/2005
630030	Accounts Payable, 22	9/9/2002	9/30/2005
721430	Admission Refunds	7/17/2003	7/31/2004
721451	Admission Refunds, Metered Parking, Balance Sheet, Library, Staff Parking, ECS Fees, Health Charges, ABS, ISO, Coaches Money, Bad Checks Written Off	7/17/2003	7/1/2004
721463	Café Reconciliation, Riverside, Moreno & Norco, Library Rec., Off Campus Receipts	7/17/2003	7/1/2004
721483	ASRCC, Cash Receipts, ABS	7/17/2003	7/31/2004
721460	ASRCC Payables	7/17/2003	7/31/2004
721454	ASRCC Payables	7/17/2003	7/31/2004
520448	ABS, Food Services, Cash Reconciliations	8/21/2002	7/31/2004
519982	ABS, Food Services, Register Tapes	8/19/2002	7/31/2004
519986	ABS, Community Education, Cash & Bankcard Reconciliations	8/19/2002	7/31/2004

Destruction of Archived Records  
Dated Prior to September 30, 2005

Container Number	Description	Add Date	Destroy Date
701862	Accounts Payable, 25, Travelers Express Checks	5/19/2003	9/30/2005
701863	Education to Go, 8, Accounts Payable	5/19/2003	9/30/2005
701864	6, Initials, Accounts Payable	5/19/2003	9/30/2005
701865	11, Accounts Payable, Wilson Co	5/19/2003	9/30/2005
701866	23, Spaghetti, Accounts Payable	5/19/2003	9/30/2005
701867	Yellow Purchase Orders, Accounts Payable, 29	5/19/2003	9/30/2005
701868	18, Accounts Payable, Photo Unlimited	5/19/2003	9/30/2005
701869	20, Accounts Payable, Reliable Office Solutions	5/19/2003	9/30/2005
701870	Kinder Care, 13, Accounts Payable	5/19/2003	9/30/2005
701871	Accounts Payable, 4	5/19/2003	9/30/2005
701872	16, Accounts Payable, Initials	5/19/2003	9/30/2005
701873	Initials, 24, Accounts Payable	5/19/2003	9/30/2005
701874	Accounts Payable, 14, Travelers Express	5/19/2003	9/30/2005
721446	District Invoicing	7/17/2003	7/31/2004
519956	Cashier Sessions	8/19/2002	7/31/2004
519977	ABS, Cashier Sessions Reconciliations	8/19/2002	7/31/2004
520353	ABS, Food Services, Payables	8/21/2002	7/31/2004
701847	Accounts Payable, 1	5/19/2003	9/30/2005
701844	2, Accounts Payable	5/19/2003	9/30/2005
701846	Accounts Payable, 3	5/19/2003	9/30/2005
701848	7, Accounts Payable	5/19/2003	9/30/2005
701849	Accounts Payable, 9	5/19/2003	9/30/2005
520372	ABS, Food Services, Payables	8/21/2002	7/31/2004
701854	Registered Supply, 19, Accounts Payable	5/19/2003	9/30/2005
701845	21, Accounts Payable	5/19/2003	9/30/2005
701851	22, Accounts Payable	5/19/2003	9/30/2005
674425	40, Moreno Valley Pell Files	12/23/2003	12/31/2004



Destruction of Archived Records  
Dated Prior to September 30, 2005

Container Number	Description	Add Date	Destroy Date
701853	Wells Fargo Bank, Accounts Payable, 27	5/19/2003	9/30/2005
519960	Cashier Sessions	8/19/2002	7/31/2004
519953	ABS, Food Services, Register Tapes	8/19/2002	7/31/2004
519951	ABS, Cashier Sessions	8/19/2002	7/31/2004
520378	ABS, Food Services, Register Tapes	8/21/2002	7/31/2004
519954	ABS, Community Education, Cash & Bankcard Reconciliations	8/19/2002	7/31/2004
519997	ABS, Food Services, Register Tapes	8/19/2002	7/31/2004
519983	ABS, Cashier Sessions	8/19/2002	7/31/2004
519950	ABS Food Service, Register Tapes	8/19/2002	7/31/2004
519958	Cashier Sessions	8/19/2002	7/31/2004
519974	ABS, Cashier Sessions & Reconciliations	8/19/2002	7/31/2004
519998	ABS, Food Services, Register Tapes	8/19/2002	7/31/2004
519957	ABS, Food Services, Register Tapes	8/19/2002	7/31/2004
520027	ABS, Community Education, Cash & Bankcard Reconciliations	8/19/2002	7/1/2004
520379	ABS, Food Services, Register Tapes	8/21/2002	7/31/2004
519975	ABS, Cashier Sessions & Reconciliations	8/19/2002	7/31/2004
721453	Cash Reconciliation, Food Service Inventory & Transfers	7/17/2003	7/31/2004
519981	ABS, Cashier Sessions & Reconciliations	8/19/2002	7/31/2004
520361	ABS, Community Education, Cash & Bankcard Reconciliations	8/21/2002	7/31/2005
721432	ABS, Cash Register, Tapes	7/17/2003	7/31/2004
739590	57, Moreno Valley Campus, Pell Files	7/29/2004	9/30/2005
670322	3, Accounts Payable, Paid Invoicing	2/19/2004	4/30/2005
670337	4, Paid Invoicing, Accounts Payable	2/19/2004	4/30/2005
670332	5, Paid Invoicing, Accounts Payable	2/19/2004	4/30/2005
670340	8, Accounts Payable, Paid Invoicing	2/19/2004	4/30/2005
670328	Accounts Payable, Paid Invoicing, 6	2/19/2004	4/30/2005
670316	Accounts Payable, 7, Paid Invoicing	2/19/2004	4/30/2005

Destruction of Archived Records  
Dated Prior to September 30, 2005

<b>Container Number</b>	<b>Description</b>	<b>Add Date</b>	<b>Destroy Date</b>
670311	Paid Invoicing, 9, Accounts Payable	2/19/2004	4/30/2005
670338	10, Accounts Payable, Paid Invoicing	2/19/2004	4/30/2005
670327	11, Paid Invoicing, Accounts Payable	2/19/2004	4/30/2005
670335	Paid Invoicing, Accounts Payable, 25	2/19/2004	4/30/2005
670326	Accounts Payable, Paid Invoicing, 12	2/19/2004	4/30/2005
670320	13, Paid Invoicing, Accounts Payable	2/19/2004	4/30/2005
670324	14, Paid Invoicing, Accounts Payable	2/19/2004	4/30/2005
670312	Paid Invoicing, 15, Accounts Payable	2/19/2004	4/30/2005
739586	10, Riverside SFS Pell Files	7/29/2004	6/30/2000
670343	16, Paid Invoicing, Accounts Payable	2/19/2004	4/30/2005
670319	Paid Invoicing, Accounts Payable, 18	2/19/2004	4/30/2005
670314	Paid Invoicing, 17, Accounts Payable	2/19/2004	4/30/2005
670331	Paid Invoicing, Accounts Payable, 23	2/19/2004	4/30/2005
670339	Accounts Payable, 19, Paid Invoicing	2/19/2004	4/30/2005
670318	Paid Invoicing, Accounts Payable, 20	2/19/2004	4/30/2005
670321	21, Paid Invoicing, Accounts Payable	2/19/2004	4/30/2005
670330	22, Paid Invoicing, Accounts Payable	2/19/2004	4/30/2005
670325	32, Paid Invoicing, Accounts Payable	2/19/2004	4/30/2005
670341	31, Paid Invoicing, Accounts Payable	2/19/2004	4/30/2005
670315	Accounts Payable, Paid Invoicing, 24	2/19/2004	4/30/2005
670323	26, Accounts Payable, Paid Invoicing	2/19/2004	4/30/2005
670334	Accounts Payable, Paid Invoicing, 27	2/19/2004	4/30/2005
670317	Accounts Payable, Paid Invoicing, 28	2/19/2004	4/30/2005
670342	Accounts Payable, 29, Paid Invoicing	2/19/2004	4/30/2005
670336	Paid Invoicing, Accounts Payable, 33	2/19/2004	4/30/2005
670329	Paid Invoicing, 30, Accounts Payable	2/19/2004	4/30/2005
520374	ABS, Cashier Sessions, Reconciliations	8/21/2002	7/31/2004

Destruction of Archived Records  
 Dated Prior to September 30, 2005

<b>Container Number</b>	<b>Description</b>	<b>Add Date</b>	<b>Destroy Date</b>
520355	ABS, Cashier Sessions, Reconciliations	8/21/2002	7/31/2004
721434	ABS, Cash Register Tapes	7/17/2003	7/31/2004
520364	ABS, Community Education, Cash & Bankcard Reconciliations	8/21/2002	7/31/2005
721449	Cashier, Session/Reconciliations	7/17/2003	7/31/2005
721428	ABS, Session/Reconciliation, Cashier	7/17/2003	7/31/2005
721465	Food Service, Cash Register Tapes, ABS	7/17/2003	7/31/2005
721459	ABS, Cash & Bankcard Reconciliation, Comm. Ed	7/17/2003	7/1/2005
721480	Bankcard Reconciliation	7/17/2003	9/30/2005
721424	Cashier, Session/Reconciliations, ABS	7/17/2003	9/30/2005
721436	Cashier Session/Reconciliation, ABS	7/17/2003	7/1/2005
721452	Cash & Bankcard Reconciliation, Comm. Education	7/17/2003	7/31/2005
721458	Session/Reconciliation, Cashier	7/17/2003	7/31/2005
668640	Purchasing Warehouse Registers	4/7/2004	6/30/2005
668650	Purchasing Warehouse Registers	4/7/2004	6/30/2005
721443	Cashier, Session/Reconciliation	7/17/2003	7/31/2005
721425	Food Services, Cashier Tapes, ABS	7/17/2003	7/31/2005
721423	Cashier, ABS, Session/Reconciliations	7/17/2003	9/30/2005
721429	ABS, Food Services, Cashier Tapes	7/17/2003	7/31/2005
721431	ABS, Cashier, Session/Reconciliation	7/17/2003	7/31/2005

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-9-c

Date: October 18, 2005

Subject: Notice of Completion – Martin Luther King Jr., High Tech Teaching/Learning Center Roof Replacement

Background: On November 16, 2004, the Board of Trustees awarded a contract to Cabral Roofing for the roof replacement on the Martin Luther King Jr., High Tech Teaching/Learning Center in the amount of \$244,862. Since the award, the Board approved change order #1, Report No. V-D-1 at the February 22, 2005, Board of Trustees meeting for an additional \$6,900, bringing the total project cost to \$251,762.

The Associate Vice Chancellor of Facilities reports that the project is now complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the Martin Luther King Jr., High Tech Teaching/Learning Center roof replacement as complete; 2) approve the execution of the Notice of Completion (under Civil Code Section 3093-Public Works) and; 3) authorize the Board President to sign the notice.

Salvatore G. Rotella  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

To be recorded with County Recorder  
within 10 days after completion.  
No recording fee.

Backup IV-A-9-c  
October 18, 2005  
Page 1 of 1

When recorded, return to:  
James L. Buisse, Vice Chancellor  
Administration and Finance  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

## NOTICE OF COMPLETION

Civil Code § 3093 - Public Works

(For Recorder's Use)

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

Project title or description of work:	Martin Luther King Jr., High Tech Teaching/Learning Center Roof Replacement
Date of completion:	October 18, 2005
Nature of owner:	Public School
Interest or estate of owner:	Fee Simple
Address of owner:	4800 Magnolia Avenue, Riverside, CA 92506
Name of contractor:	Cabral Roofing
Street address or legal description of site:	4800 Magnolia Avenue Riverside, CA 92506

Dated: October 18, 2005

Owner: Riverside Community College District  
(Name of public entity)

By: \_\_\_\_\_  
President, Board of Trustees

STATE OF CALIFORNIA    )  
  ) ss  
COUNTY OF RIVERSIDE    )

I am the President of the governing board of the Riverside Community College District, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read said notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Riverside, CA on October 18, 2005.        \_\_\_\_\_  
President, Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-9-d

Date: October 18, 2005

Subject: Notice of Completion – Early Childhood Playground Equipment, Norco Campus

Background: On April 19, 2005, the Board of Trustees awarded a contract to Gotham Playgrounds and Surfacing in the amount of \$49,971 for the Norco Campus' Early Childhood playground.

The Associate Vice Chancellor of Facilities reports that the project is now complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the Early Childhood Playground Equipment as complete; 2) approve the execution of the Notice of Completion (under Civil Code Section 3093-Public Works) and; 3) authorize the Board President to sign the notice.

Salvatore G. Rotella  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

To be recorded with County Recorder  
within 10 days after completion.  
No recording fee.

Backup IV-A-9-d  
October 18, 2005  
Page 1 of 1

When recorded, return to:  
James L. Buysse, Vice Chancellor  
Administration and Finance  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

## NOTICE OF COMPLETION

Civil Code § 3093 - Public Works

(For Recorder's Use)

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

Project title or description of work:	Early Childhood Playground Equipment, Norco Campus
Date of completion:	October 18, 2005
Nature of owner:	Public School
Interest or estate of owner:	Fee Simple
Address of owner:	4800 Magnolia Avenue, Riverside, CA 92506
Name of contractor:	Gotham Playgrounds and Surfacing
Street address or legal description of site:	2001 Third Street Norco, CA 92860

Dated: October 18, 2005

Owner: Riverside Community College District  
(Name of public entity)

By: \_\_\_\_\_  
President, Board of Trustees

STATE OF CALIFORNIA    )  
  ) ss  
COUNTY OF RIVERSIDE    )

I am the President of the governing board of the Riverside Community College District, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read said notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Riverside, CA on October 18, 2005.    \_\_\_\_\_  
President, Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-9-e

Date: October 18, 2005

Subject: Notice of Completion – PE Complex Modular Facilities

Background: On January 26, 2005, the Board of Trustees awarded a contract to ModTech Manufacturing for two Modular restroom facilities at the PE Track & Field Complex in the amount of \$120,857.94.

The Associated Vice Chancellor of Facilities reports that the project is now complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the PE Track & Field Complex Modular restroom facilities as complete; 2) approve the execution of the Notice of Completion (under Civil Code Section 3093-Public Works) and; 3) authorize the Board President to sign the notice.

Salvatore G. Rotella  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager



To be recorded with County Recorder  
within 10 days after completion.  
No recording fee.

Backup IV-A-9-e  
October 18, 2005  
Page 1 of 1

When recorded, return to:  
James L. Buysse, Vice Chancellor  
Administration and Finance  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

## NOTICE OF COMPLETION

Civil Code § 3093 - Public Works

(For Recorder's Use)

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

Project title or description of work:	PE Complex Modular Facilities
Date of completion:	October 18, 2005
Nature of owner:	Public School
Interest or estate of owner:	Fee Simple
Address of owner:	4800 Magnolia Avenue, Riverside, CA 92506
Name of contractor:	ModTech Manufacturing
Street address or legal description of site:	4800 Magnolia Avenue Riverside, CA 92506

Dated: October 18, 2005

Owner: Riverside Community College District  
(Name of public entity)

By: \_\_\_\_\_  
President, Board of Trustees

STATE OF CALIFORNIA    )  
  ) ss  
COUNTY OF RIVERSIDE    )

I am the President of the governing board of the Riverside Community College District, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read said notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Riverside, CA on October 18, 2005. \_\_\_\_\_  
President, Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-9-f

Date: October 18, 2005

Subject: Notice of Completion – 48 Modtech Modular Buildings –  
Relocatable Swing Space

Background: On December 14, 2004, the Board of Trustees awarded a contract to ModTech Manufacturing for forty eight modular buildings, at the Relocatable Swing Space location on the Riverside City College campus in the amount of \$2,298,135.54.

The Associated Vice Chancellor of Facilities reports that the project is now complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the forty eight modular buildings at the Relocatable Swing Space location on the Riverside City College campus as complete; 2) approve the execution of the Notice of Completion (under Civil Code Section 3093-Public Works) and; 3) authorize the Board President to sign the notice.

Salvatore G. Rotella  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

To be recorded with County Recorder  
within 10 days after completion.  
No recording fee.

Backup IV-A-9-f  
October 18, 2005  
Page 1 of 1

When recorded, return to:  
James L. Buisse, Vice Chancellor  
Administration and Finance  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

**NOTICE OF COMPLETION**

Civil Code § 3093 - Public Works

(For Recorder's Use)

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

Project title or description of work:	48 Modtech Modular Buildings - Relocatable Swing Space
Date of completion:	October 18, 2005
Nature of owner:	Public School
Interest or estate of owner:	Fee Simple
Address of owner:	4800 Magnolia Avenue, Riverside, CA 92506
Name of contractor:	ModTech Manufacturing
Street address or legal description of site:	4800 Magnolia Avenue Riverside, CA 92506

Dated: October 18, 2005

Owner: Riverside Community College District  
(Name of public entity)

By: \_\_\_\_\_  
President, Board of Trustees

STATE OF CALIFORNIA     )  
   ) ss  
COUNTY OF RIVERSIDE    )

I am the President of the governing board of the Riverside Community College District, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read said notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Riverside, CA on October 18, 2005. \_\_\_\_\_  
President, Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1-b

Date: October 18, 2005

Subject: WorkAbility III Agreement

Background: The Disabled Student Programs and Services proposes the Workability III Program contract for the Board of Trustee's review and consideration. The Workability III Program is a cooperative effort funded for the past eight years by the State Department of Rehabilitation and Riverside Community College District (RCCD) which combines the resources of both agencies to provide services to assist the Department of Rehabilitation applicants/clients who receive services from both agencies. Riverside Community College District will provide Cooperative Auxiliary and Employment Services to Department of Rehabilitation applicants/clients under the terms of this contract. Service coordination and collaboration occur within both service categories. The term of the contract begins on July 1, 2005 through June 30, 2008. Funding source: WorkAbility III Grant from the Department of Rehabilitation and requires a 25% Cooperative Agency Share (5% time share for designated staff).

This contract was approved earlier this year for an amount not to exceed \$228,569.00, at the August 23, 2005, Board meeting. Now, the Riverside Community College District has been awarded Excess Funds for the Workability III program in the amount of \$39,807.00 per year for the term of the contract. The additional funding from Department of Rehabilitation will be used to provide assistance to students and Department of Rehabilitation clients in securing training and employment for the period of July 1, 2005 through June 30, 2008.

This contract will require the Board's approval annually as an amendment. This contract has been reviewed by Ed Godwin, Director of Administrative Services, and Linda Lacy, Vice Chancellor, Student Services and Operations.

Recommended Action: It is recommended that the Board of Trustees approve the amended agreement, for July 1, 2005 through June 30, 2008, for an amount not to exceed \$228,569.00 including the \$39,807.00 excess funds awarded for each year of the contract, and authorize the Vice Chancellor, Administration and Finance, to sign the contract.

Salvatore G. Rotella  
Chancellor

Prepared by: Paula McCroskey  
District Dean, Disabled Student Programs and Services

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER
26038
REGISTRATION NUMBER
5160060580781

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

STATE AGENCY'S NAME

Department of Rehabilitation

CONTRACTOR'S NAME

Riverside Community College District

2. The term of this Agreement is: July 1, 2005 through June 30, 2008

3. The maximum amount of this Agreement is: \$ 228,569.00 (CFDA #84,126A)  
 Certified Expenditure \$113,538.00 FY 05/06

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



- Exhibit A – Scope of Work 5 pages
- Exhibit B – Budget Detail and Payment Provisions 2 pages
- Attachment 1, Program Budget and Narrative 11 pages
- Exhibit C\* – General Terms and Conditions GTC-304 Dated 3/1/2004
- Check mark one item below as Exhibit D:
- Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 3 pages
- Exhibit - D\* Special Terms and Conditions
- Exhibit E – Additional Provisions 3 pages

STATE OF CALIFORNIA

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

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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Riverside Community College District		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING James L. Buysse, Vice-President Administration and Finance		
ADDRESS 4800 Magnolia Avenue, Riverside, CA 92506-1299		
STATE OF CALIFORNIA		
AGENCY NAME Department of Rehabilitation		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Douglas J. Sale, Chief, Contracts and Procurement Section		
ADDRESS 2000 Evergreen Street, Sacramento, CA 95815		

Exempt per:

## EXHIBIT A

### COOPERATIVE CONTRACT Riverside Community College District July 1, 2005- June 30, 2006

#### SCOPE OF WORK

#### I. Introduction

The Workability III/DOR Program is a cooperative effort between the Department of Rehabilitation and Riverside Community College District (RCC) (City, Norco and Moreno Valley campus) which combines the resources of both agencies to provide services to assist Department of Rehabilitation student/clients who receive services from both agencies. Riverside Community College District will provide Cooperative Employment Services to Department of Rehabilitation student/clients under the terms of this agreement. Service coordination and collaboration are expected to occur within both service categories.

Department of Rehabilitation Counselors will refer individuals to Riverside Community College District, specify the contract services that will be needed by completing the WorkAbility III Referral form, assign the G02 project code to every student/client served by Riverside Community College District, determine eligibility, develop the Individualized Plan for Employment (IPE) and coordinate non-contract services that will be needed. Department of Rehabilitation Counselors will also provide Riverside Community College District with a copy of each IPE developed.

Riverside Community College District will offer Guidance 47 and 48 courses specially designed for Department of Rehabilitation student/clients, IPE support, American Sign Language interpreting for Workability III/DOR Program activities, employment preparation, work experience classes, referral to Job Placement Services, employer education/advocacy, and follow-up after placement as requested by the Department of Rehabilitation Counselor. RCC will also refer potential students to the Department of Rehabilitation.

During fiscal year 2005/06 it is expected that a total of 120 unduplicated DOR student/clients will receive services under the terms of this agreement. As a result of the services provided through this contract, it is expected that Department of Rehabilitation will:

- Open 10 new cases (status 02)
- Develop 20 new Individual Plans for Employment (IPE)
- Close 21 cases successfully (status 26).

#### II. Services To Be Provided

##### A. Employment Preparation

#### Guidance 47 (Career Exploration) Course:

This course is designed for Department of Rehabilitation student/clients who are undecided about their educational or career goals and/or are preparing to enter the world of work. DOR student/clients may use standard career exploration, values clarification, skills assessment, and personality and interest inventories to assist in identifying short and long-term career goals. Topics will include career exploration, labor market, job outlook, decision making skills, occupational trends, pre-vocational skills, the Americans with Disabilities Act (ADA), reasonable accommodation, how to request accommodation, and communication skill building. Interviewing skills and 'mock' interviewing practice is also offered. The Guidance 47 course will be taught by the Career Development Specialist and/or Adjunct Counselor.

#### Guidance 48 (College Success Strategies) Course:

This course is designed to increase the DOR student/client's success in college by assisting the DOR student/client in obtaining skills necessary to reach their educational and career goals. Topics include time management, test taking, study techniques, and listening and questioning skills. It is the intent of this course to empower the DOR student/client with the information to develop tentative educational and career plans. This course will be taught by the WorkAbility III Counselor.

#### Job Shadowing:

This component is utilized to allow the DOR student/client to observe individuals perform work that the DOR student/client is interested in securing more information about so that they will be able to make an informed decision as to their vocational objective. DOR student/client will be referred as appropriate to Work experience and internship classes which will allow them to participate in actual work experiences. The DOR student/client shall be referred for appropriate job shadowing informational interviews opportunities facilitated by WorkAbility III Counselors.

#### Individualized Plan for Employment Implementation (IPE) Support:

DOR student/clients participating in the Workability III/DOR Program at Riverside Community College will receive guidance and support from WorkAbility III staff throughout the course of their individual vocational program.

American Sign Language Interpreter services which are required in support of WorkAbility III activities will be provided, as needed, for deaf and hard of hearing DOR student/clients by interpreters assigned to the WorkAbility III contract.

This component consists of interviews with the DOR student/client, discussion and review of their work and medical history, and coordination with the Department of Rehabilitation Counselor in order to provide individualized employment preparation services which will facilitate employment in the vocational objective stated on the DOR

student/client's Individualized Plan for Employment (IPE). Individualized and group instruction via Guidance 47 class will provide the DOR student/client with resume development, completing employment applications, cover letters, thank you letters, and employment interviewing techniques including mock interviews. This instruction may also be offered -through RCC 's Career Center which also provide workshops covering job search, interviewing skills, telephone techniques, resume writing, dressing for success and completing employment applications. WorkAbility III staff will refer client-students to these services as appropriate during all phases of the employment services component.

WorkAbility III staff shall refer appropriate client-students to the Cooperative Work Experience Education Program (COOP), General Work Experience Education and Occupational work Experience Education programs. These programs provide opportunities to increase overall knowledge of jobs by relating classroom theory with the world of work, while exposing students to the concepts of human relations in their business and personal lives.

It is expected that a total of 120 unduplicated DOR student/clients will receive Employment Services under the terms of this agreement. As a result of Receiving this service, DOR student/clients will decide upon an appropriate vocational goal and receive the support they need in order to pursue that goal.

#### Work Experience:

For those DOR student/clients who are in need of additional work experience in order to become competitive in the world of work, they will be able to participate in work experience classes in order to gain hands-on work experience. The DOR student/client will be able to earn 1-4 units of college credit for participating. All work experience assignments will be in full compliance with the U.S. Department of Labor Fair Labor Standards Act. Positions obtained through program participation may be either volunteer or paid. WorkAbility III Counselors shall facilitate and coordinate enrollment in the appropriate Work Experience course. By collaborating in this way, the student-clients shall have the opportunity to obtain work experience in a broad range of potential career areas. Participation in the work experience class enables students to participate in a structured, supervised work experience site which is directly related to his/her identified career objective. By doing so, client-students have opportunities to obtain permanent employment at the conclusion of training.

#### Job Development and Placement:

In addition to DOR student/clients' job seeking efforts, the WA III Career Development Specialist, Support Services Specialist and WA III Adjunct Counselor will collaborate with Job Placement Services to facilitate the transition from school to work of DOR student/clients. Job Placement Services is conveniently located on all three campuses and assists students in finding employment in their occupational field with related



competencies that students have acquired within their particular major. Education and advocacy for DOR student/clients with prospective employers will be an integral component of the WA III program through collaboration with Job Placement Services staff. WA III staff shall continue to work closely with Job Placement Services to provide information on the abilities of individuals with physical and/or mental impairments and the general ease of providing accommodations in the workplace.

At the point of placement into a work experience, on-the-job training, or competitive unsubsidized employment situation, the WAIII Adaptive Technology Specialist and the WA III Accommodations Specialist, under the supervision of the WA III Coordinator, will evaluate the need for accommodations and adaptive technology in the workplace. The WorkAbility III Adaptive Technology Specialist and/or Support Services Specialist and/or Alternate Media Specialist will provide the DOR Counselor with a written report of recommended accommodations and an estimate of the cost (if any) of providing them. Specific advocacy needs for DOR student/clients in the workplace setting will be addressed as will the availability of ongoing support and follow-up.

Those DOR student/clients determined by the DOR Counselor to need more intensive job development assistance than that offered by the Career Development Specialist will be referred to an outside job development provider for additional services.

American Sign Language Interpreter services will be provided by interpreters assigned to the Workability III/DOR Program as needed for deaf and hard of hearing DOR student/clients in reference to employment interviews, and orientation to work experience placements.

#### Follow-Up After Job Placement:

Follow-up service shall be provided to DOR student/clients and employers by the WA III Career Development Specialist, Support Services Specialist and/or WA III Adjunct Counselor as needed or upon request. Follow-up services as needed will be provided to those DOR student/clients who have been placed in competitive unsubsidized employment. Upon request by the DOR counselor, contact will be made with the DOR student/client and/or employer at least once every 30 days during the first 90 days of employment. Results of the follow-up will be communicated to the DOR counselor, and shall provide WA III with written notice upon successful case closure (26). If any issues arise, the WA III staff and the DOR Counselor shall notify each other immediately.

#### 2. Service Outcomes/Number to be Served

There shall be a total of 24 unduplicated DOR student/clients will receive Employment Services under the terms of this agreement. A total of 18 are expected to be placed by WAIII staff into competitive employment consistent with their Individualized Plan for Employment, which will be maintained for a minimum of 90 days.

III. Contract Administrator/Program Coordinator

Department of Rehabilitation Contract Administrator:

Uzenzile Poindexter

3130 Chicago Avenue

Riverside, CA 92507

(951) 782-6662

(951) 320-6342 (FAX)

E-mail: upoindex@dor.ca.gov

Riverside Community College District Contract Administrator/Program Coordinator:

Paula McCroskey

4800 Magnolia Avenue

Riverside, CA 92506

(951) 222-8508

(951) 222-8059

E-mail: Paula.McCroskey@rcc.edu

IV. Linkages to Other Community Agencies

This will include the Employment Development Department (EDD), RCC Workforce Preparation and The Regional Occupational Program (ROP), WIA, Community Access, Social Security Services Office, Rolling Start, who have been informed about the Workability III/DOR Program and have agreed to assist in the job development and placement components of the program.

V. In-Service Training

In-service cross-training in the other agency's mission, services, procedures, and professional approach, as well as other relevant areas will occur on an ongoing basis, including workshops and training in job development and placement; interviewing skills, focus on placing individuals with disabilities.

Exhibit B

Budget Detail And Payment Provisions

1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.
2. This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this contract for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
4. There are no oral understandings or agreements that are not incorporated in this contract.
5. Either party has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.
6. The Contractor may make changes to existing line items within an approved budget category as long as such change is necessary for the provision of services to DR consumers and consistent with the budget narrative. The budget categories are (1) Personnel, (2) Operating Expenses, and (3) Indirect/Administrative Overhead. The Contractor will submit an explanation of the need for such change with the claim for payment. The change cannot result in the deletion of any line item. The State reserves the right to deny payment for any change that is determined by the State to be inappropriate. To make changes between budget categories requires a contract budget revision. Changes in line item amounts may not result in an increase of the total contract amount. Other than changes within categories, any alterations or variations to the contract must be contained in a written contract budget revision approved by State's Contract Office and/or written contract amendment, approved by the Department of General Services.
7. Staff Percentage of Time/Number of Hours. The staff position percentages of time/number of hours stated in the budget narrative(s) are considered to be annualized percentages of time/number of hours. Over the term of the contract, the average of each staff position's actual percentage of time/number of hours claimed for the contract period cannot exceed the percentage of time/number of hours stated in the budget narrative for that position. Any changes to the budgeted percentage of time/number of hours of a staff position require a contract revision. The Contractor is responsible for monitoring the

Exhibit B (continued)

percentage of time/number of hours devoted by staff on the contract for overall consistency with the contract terms.

8. Prompt Payment. The State of California is obligated to promptly pay all invoices; however, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the State is required to pay vendors a late payment if a correct invoice for services/goods is not paid within 45 calendar days. The vendor does not have to request the late payment. The State will determine and send any late payment to the vendor.
9. Payment of Expenditures.  
By signing this contract, Contractor certifies under penalty of perjury that the Service Budget (DR 801A) does not contain line items that are, or will be, during the period covered by this contract, reimbursed/paid by another source of funding.

State will pay the Contractor as invoiced monthly/quarterly, in arrears for Contractor's actual cost in providing the services as identified on the "Service Budget (DR801A)." Total funds to be paid shall not exceed the amount specified in the "Service Budget."

10. Certified Expenditure

Contractor shall certify to the State, on a monthly/quarterly basis the actual expenditure of Contractor funds for Contractor's cost of operation in the Cooperative program as set forth in the "Cooperative Agency Certified Expenditure Budget Summary." All such expenditures shall be under the administrative supervision of State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the "Cooperative Agency Certified Expenditure Budget Summary."

The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DR Program Budget Summary."

If the value of the actual time certified by the Contractor is below 25% of the actual total program cost, the "Service Budget" may be reduced after review by the DR Contract Administrator State will not pay the Contractor for actual cost until the certified expenditure has been submitted.

The Contractor contributions, including any in excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary" will be used by State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "Program Budget Summary" shall accrue to the State.

Riverside Community College

Attachment 1

Program Budget Summary

Fiscal Year 2005/06

July 1, 2005 - June 30, 2006

TOTALS

DOR PROGRAM COSTS  
 (From DOR Program Budget)

\$103,189

TOTAL PAYMENT BY DOR TO CA  
 (From Service Budget)

\$228,569

TOTAL COOPERATIVE AGENCY EXPENDITURES  
 (From Cooperative Agency Certified Expenditure  
 Budget)

\$113,538

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TOTAL PROGRAM COST

\$445,296

Cooperative Agency Share  
 (Certified Expenditure)

25.50%

\$113,538

Total DOR Share

74.50%

\$331,758

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TOTAL BUDGET

\$445,296

Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.

**Riverside Community College**

**DOR Program Budget**

Fiscal Year 2005/06

July 1, 2005 - June 30, 2006

0.50

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

ITEM	FTE EXPENDITURE	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$101,377	0.50	\$50,689
Case Services (Individual Client Expenses)			\$52,500
SUBTOTAL			\$103,189
Case Service Contract/s to:			
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL DOR PROGRAM COST			\$103,189

STATE OF CALIFORNIA DEPARTMENT OF REHABILITATION  
 SERVICE BUDGET  
 DOR 801A (Rev. 2/98)

Original  Amendmen  Revision

Contractor Name and Address: Riverside Community College 4800 Magnolia Avenue Riverside, CA 92506-1299		Contract Number: 26038	Federal ID Number: 33-0831357	Page <u>1</u> of <u>1</u>	
		Budget Period: 7/1/05-6/30/06	Effective Date:	Effective Date:	
Line No.	Position Title	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL				
2	WAIII Adjunct Counselor 800 Hours	\$53,058.50			\$53,058.50
3	WAIII Office Assistant I 832 Hours	\$7,488.00			\$7,488.00
4	WAIII Support Services Specialist	\$49,976.70			\$49,976.70
5	WAIII Career Development Specialist	\$79,964.90			\$79,964.90
6	WAIII Career Development Specialist - Overload Hours	\$17,200.00			\$17,200.00
6					
7					
8					
9					
10					
11					
12					
13	Subtotal	\$207,688.10			\$207,688.10
14	OPERATING				
15	Office Supplies/Printing	\$1,000.00			\$1,000.00
16	Instrucitonal Supplies	\$1,000.00			\$1,000.00
17	Professional Membership	\$250.00			\$250.00
18	Travel/Mileage	\$1,200.00			\$1,200.00
19	Training	\$500.00			\$500.00
20					
21					
22					
23	Subtotal	\$3,950.00			\$3,950.00
25	INDIRECT COST	8.0000%	\$16,931.05		\$16,931.05
TOTALS		\$228,569			\$228,569

Indirect costs are allowable costs, incurred by an organization, which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

## SERVICE BUDGET NARRATIVE

### Personnel

#### WorkAbility III Adjunct Counselor – (800 hours)

Assist Career Development Specialist in performing duties required to transition clients from college to work; may teach Guidance 47 class; may assist with intake interviews; contact employers for the purpose of developing job opportunities; and collaborate with district wide job placement services for the purpose of developing job opportunities; conduct research in order to develop job leads; access the local Employment Development Department's job bank; assist in the development of job shadowing and work experience sites; follow-up on job placements; facilitate enrollment in Work Experience classes for the purpose of gaining experience leading to employment in related Major.

#### WorkAbility III Office Assistant I – 832 hours

Prepare WorkAbility III reports, type resumes, check project coding lists, compare and processes RCCD/DOR forms, maintain files records, and contact applicant/clients, answer routine questions and give out standard information about the WorkAbility III program; type tests and teaching materials, letters and other material, proofread typed material for grammatical and spelling errors; receive, distribute and dispatch mail; answer the telephone; operate office equipment; participate in District provided in-service training; maintain friendly and supportive atmosphere for students, faculty, staff, and the public; sort, alphabetize and file WorkAbility III records and reports; schedule appointments for WorkAbility III staff and the DOR Counselor Liaison

WorkAbility III Support Services Specialist – 80% of 1 FTE at 32 hours per week, including payroll taxes and benefits (1 FTE equals 40 hours per week).- Conduct intake interviews with prospective students, assists with registration for students with disabilities, performs general clerical tasks, disseminate college-related information. Administers and proctors course examinations in alternative formats. Assists in training students in the use of adaptive equipment and computers. Responsible for material of a highly sensitive and confidential nature. Maintains sensitivity to the exceptional characteristics of persons with varying degrees of disability. Assist student in developing resume, master application, and cover letter. Assist as needed with Guidance 47 class. Participates in District-provided in-service training programs. Maintains a friendly and supportive atmosphere. Performs other related duties as assigned.

WorkAbility III Career Development Specialist - 80% of 1 FTE at 24 hours per week, including payroll taxes and benefits  
(1 FTE equals 30 hours per week)

Assist in the supervision of WorkAbility III staff, who work with DOR applicant/clients to facilitate their transition from college to work; regularly confer with DOR Counselor to



determine client status; assist in the development and implementation of the IPE, collaborate with job placement services staff who contact employers for the purpose of developing job opportunities; Facilitate enrollment in work experience classes for the purpose of gaining experience leading to employment in related Major or occupation and follow-up on job placements. Assist in the determination of the need for post-employment services; assist the WorkAbility III Coordinator as needed; write WorkAbility III Program reports and maintain records; may teach Guidance 47 class; assess student job readiness; perform intake interviews with WorkAbility III DOR applicant/clients.

#### WorkAbility III Career Development Specialist – Overload Hours

This line item represents hours that the position will need to work during the periods of time when the position is normally scheduled to recess. This is necessary in order to maintain contact with clients and consistency in service delivery.

#### Operating Expenses

Office Supplies/Printing – Includes, but is not limited to, items such as: paper, file folders, pens, pencils, envelopes, notebooks, staplers, staples, paper clips, copier toner and printer cartridges, computer disks, sheet protectors, post pins, expanding file keepers, resume paper and envelopes, paper fasteners, WorkAbility III business cards to be used for job development contacts, dividers, tape, highlighting pens, labels, and other similar items. Will also cover the cost of printing informational pamphlets for the WAIII Program.

Instructional Supplies - Books and materials needed by DOR applicant/clients for the Guidance 47 and 48 courses, career exploration, values, skills, personality and interest inventories needed by DOR applicant/clients for the Guidance 47 course, blank VCR tapes for employment interviewing preparation.

Professional Membership - This will include membership in the Greater Riverside Chamber of Commerce, and/or membership in the Riverside Community Hospital Foundation Executive 2000 Council (good networking opportunities for job placements in the medical field) and related activities.

Travel/Mileage - Agency travel will consist of airfare, hotel and per diem costs, taxi and/or rental car, toll and parking fees incurred as a result of attending meetings and training which is directly related to the WorkAbility III Program. Mileage covers the expense of driving to visit employers to develop jobs, job shadowing and work experience sites, follow-up visits when the DOR applicant/client has been placed into one of these and travel to WorkAbility III related meetings and training. All costs will be invoiced at the rate allowed by Riverside Community College District or the State approved rate for non-represented employees, whichever is less.

Training - Will cover the cost of training deemed to enhance performance of contract-related duties.

Indirect

Indirect Cost (8%) - Based upon a review of accounting records by Riverside Community College District Accountants/Auditors, which includes all direct and indirect costs. This rate is to be applied to all direct costs.

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

Fiscal Year 2005/06  
 July 1, 2005 - June 30, 2006

<b>Contractor Name and Address</b>	Cooperative agency agrees that it will make the following expenditures during the fiscal year ending June 30, 2005 in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. <b>**NOTE**</b> No portion of the below expenditures shall come from Federal Funds.
Riverside Community College 4800 Magnolia Avenue Riverside, CA 92506-1299	

Item Expenditure	FTE	Total Expenditure Dollars	Percent of Expenditure Devoted to Program	Amounts Chargeable to Program
<b>PERSONNEL/POSITIONS</b>				
WAIH Coordinator	1	\$ 125,790.00	10%	\$ 12,579.00
WAIH Specialist	1	\$ 66,603.00	5%	\$ 3,330.15
WAIH Specialist	1	\$ 65,472.00	5%	\$ 3,273.60
WAIH Specialist	1	\$ 67,136.00	5%	\$ 3,356.80
WAIH Specialist	1	\$ 69,516.00	5%	\$ 3,475.80
WAIH Counselor	1	\$ 108,723.00	20%	\$ 21,744.60
WAIH Counselor - Overload Hours		\$ 8,400.00	20%	\$ 1,680.00
WAIH Counselor/LD	1	\$ 123,666.00	5%	\$ 6,183.30
WAIH Counselor/LD - Overload Hours		\$ 8,400.00	5%	\$ 420.00
WAIH Counselor/LD	1	\$ 105,287.00	5%	\$ 5,264.35
WAIH Counselor/LD - Overload Hours		\$ 8,400.00	5%	\$ 420.00
WAIH Counselor/LD	1	\$ 101,431.00	5%	\$ 5,071.55
WAIH Counselor/LD - Overload Hours		\$ 8,400.00	5%	\$ 420.00
WAIH Adaptive Technology Specialist	1	\$ 71,051.00	10%	\$ 7,105.10
WAIH Support Services Specialist	1	\$ 68,193.00	5%	\$ 3,409.65
WAIH Support Services Specialist	1	\$ 63,923.00	5%	\$ 3,196.15
WAIH Support Services Specialist	1	\$ 64,149.00	5%	\$ 3,207.45
WAIH Secretary to Coordinator	1	\$ 61,686.00	10%	\$ 6,168.60
WAIH Alternate Media Specialist	1	\$ 104,114.00	5%	\$ 5,205.70
WAIH Interpreter Specialist	1	\$ 76,794.00	5%	\$ 3,839.70
WAIH Senior Interpreter	1	\$ 63,978.00	5%	\$ 3,198.90
WAIH Senior Interpreter	1	\$ 51,546.00	5%	\$ 2,577.30
		<i>NOT APPLICABLE</i>		
		<b>SUBTOTAL</b>		<b>\$105,127.70</b>
Indirect Cost/Administrative Overhead:		8.000%		\$8,410.22
<b>TOTAL EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY (Rounded to the Nearest Dollar):</b>				<b>\$113,538</b>

## COOPERATIVE AGENCY CERTIFIED EXPENDITURE BUDGET NARRATIVE

### Personnel:

The following personnel will be assigned to the cooperative program, with the concurrence of the DR District Administrator. These personnel will function for a specified portion of their time in a vocational rehabilitation role, and that portion of their time will be certified for use by DR for General matching purposes (see Cooperative Agency Certified Expenditure Summary). This role will involve the provision of specific vocational rehabilitation services, which are other than the traditional personnel roles/services of the Cooperative Agency. In order to identify the difference in function between their Cooperative Agency role and their vocational rehabilitation role, the following comparisons are made between their traditional and new duties (which constitute a “new pattern of service”).

#### Former/Concurrent Cooperative Agency Functions

Coordinator, Disabled Student Services (90% of 1 FTE where 1 FTE = 30 hours per week)

Responsible for overall coordination of counseling and support services with students who have disabilities, staff supervision, budget development, and maintenance of records; responsible for compliance with legal mandates.

Specialist, Disabled Student Services (95% of 4 FTEs where 1 FTE = 40 hours per week)

Assist in overall coordination of support services with students who have disabilities; maintain records; responsible for compliance with legal mandates.

#### Cooperative Program Functions

WorkAbility III Coordinator  
(10% of 1 FTE = 3.0 hours per week)

Provide overall supervision of WorkAbility III staff and activities; responsible for program planning, development of job shadowing and work experience sites, and maintenance of records; liaison with Department of Rehabilitation, attend WorkAbility related meetings and training; and work in all phases of employment services.

WorkAbility III Specialist 5% of 4 FTE s (2 hours a week each)

Assist in overall supervision of WorkAbility III staff and activities; assist in program planning, and maintenance of records.

Counselor, Disabled Student Services (80% of 1 FTE where 1 FTE = 30 hours per week)

Provide counseling for students with disabilities, interact with college faculty and staff regarding equal access issues.

Overload Hours

Line item represent hours that positions need to work during periods of time when positions are normally scheduled to recess. This is necessary in order to maintain contact which clients and consistency in service delivery.

Former/Concurrent Cooperative Agency Functions

Counselor/LD, Disabled Student Services (95% of 3 FTEs where 1 FTE = 30 hours per week)

Provide counseling for students with disabilities, interact with college faculty and staff regarding equal access issues.

Overload Hours

Line item represent hours that the positions need to work during the periods of time when positions are normally scheduled to recess. This is necessary in order to maintain contact with clients and consistency in service delivery.

WorkAbility III Counselor 20% of 1 FTE (6 hours per week)

Assess DOR applicant/client job readiness; conduct WA III intake; write WorkAbility II program reports; attend local and regional Workability III meetings; and work in all phases of employment services and as needed teach Guidance 48 class.

Overload Hours

Line item represent hours that positions Need to work during periods of time when positions are normally scheduled to recess. This is necessary in order to maintain contact which clients and consistency in service delivery.

Cooperative Program Functions

WorkAbility III Counselor /LD 5% of 3 FTEs (2hours per week each)

May teach Guidance 47, perform job development and placement activities for either of the three campuses.

Overload Hours

Line item represent hours that the positions need to work during the periods of time when positions are normally scheduled to recess. This is necessary in order to maintain contact with clients and consistency in service delivery.

Adaptive Technology Specialist,  
Disabled Student Services (90% of  
1 FTE where 1 FTE =40 hours per week)

Assess student computer  
technology abilities and assist with  
computer needs for academic and  
vocational success.

Support Services Specialist  
(95% of 3FTE where 1 FTE =  
40 hours per week)

Assist Coordinator in assuring that  
reasonable accommodations are  
provided for eligible students both  
in curricular and extra-curricular  
college programs and activities.

Secretary to Coordinator,  
Disabled Student Services  
(90% of 1 FTE where  
1 FTE = 40 hours per week)

Assists Coordinator and performs  
the full array of secretarial functions,  
maintains complete and accurate data  
to assure compliance with college,  
state and federal reporting. Assures  
that reasonable accommodations are  
provided for eligible students with  
disabilities.

Alternate Media Specialist  
(95% of 1 FTE where 1 FTE =  
40 hours per week)

Provides supervision of Adaptive  
Technology Specialist; oversees  
adaptive computer lab, equipment  
and software. Responsible for  
educating staff on computer technology

WorkAbility III Adaptive  
Technology Specialist  
10% of 1 FTE (2 hours per week)

Provide WorkAbility III workshops  
on computer skills to enhance resume  
writing, cover letters, and job readiness  
for DOR clients.

WorkAbility III Support Services Specialist  
5 % of 3 FTE's (2 hours per week)

Acts as consultant to WorkAbility  
III staff regarding reasonable  
accommodation recommendations  
for DOR applicants/clients  
Vocational activities.

WorkAbility III Secretary to  
Coordinator 10% of 1 FTE  
(2 hours per week)

Assists WorkAbility III Coordinator by  
performing secretarial support as  
needed to compliment duties performed  
by the WorkAbility clerk.

WorkAbility III Alternate Media  
Specialist (5% of 1 FTE which equals  
2 hours per week)

Acts as consultant with WorkAbility  
III staff, DOR Counselors and client/  
students on adaptive computer needs  
and adaptive technology for vocational  
success and accommodations needed

needs for student academic and vocational success, access, accommodation, and issues concerning disabilities.

for the workplace; will assist with WorkAbility III workshops and in-services concerning access and adaptive computer accommodation issues.

Interpreter Specialist 95% of 1 FTE (1 FTE = 40 hours per Week)

WorkAbility III Interpreter Specialist 5% of 1 FTE (2 hours per week)

Interpreting for academic Coursework for hearing impaired Students.

Sign language interpreting for DOR applicant/clients when participating In WorkAbility III vocational activities And for staff attending WorkAbility III Related training and meetings.

Senior Interpreter 95% of 2 FTE (1 FTE = 40 hours per week)

WorkAbility III Senior Interpreter 5% of 2 FTEs (2 hours per week each)

Interpreting for academic Coursework for hearing impaired Students.

Sign language interpreting for DOR applicant/clients participating in WorkAbility III vocational activities And for staff attending WorkAbility III Related training and meetings.

#### Overload hours for all positions

These line items represent hours that the positions will need to work during the periods of time when the positions are normally scheduled to recess. This is necessary in order to maintain contact with clients and consistency in service delivery.

#### Indirect:

Indirect Cost of 8% which is based upon a review of accounting records by Riverside Community College District Accountants/Auditors and includes all direct and indirect costs. This rate is to be applied to all direct costs.

## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

#### 1. Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

#### 2. Contract Manual

Contractor acknowledges that it was provided with and is familiar with the provisions of the Department of Rehabilitation's Contract Manual for the Fiscal Year(s) covered under this contract, and it specifically agrees that it will comply with all applicable provisions of the Contract Manual. Match requirements are applicable to Cooperative Programs only.

#### 3. Settlement of Disputes

Any dispute concerning performance under the terms of this agreement which is not disposed of within a reasonable period of time by the Contractor and State shall be brought to the attention of the local Department of Rehabilitation District Administrator and a designated representative of the contractor for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the State representative shall be available to assist in the resolution by providing advice to both parties as to State of California policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction.

#### 4. Rehabilitation Act

By signing this contract, Contractor certifies that it shall comply with all provisions of the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.) and applicable federal and state regulations.

Notwithstanding provisions to the contrary, State shall supervise provision of vocational rehabilitation services authorized by the Rehabilitation Act of 1973, as amended, and the State Plan for Vocational Rehabilitation Services. Client eligibility and scope of services to be provided under the terms of this contract shall be determined by State in accordance with all applicable laws and regulations. Program expenditures and staff providing services under the cooperative arrangement are under the administrative supervision of State.

State shall assign to serve as program staff, State employed vocational rehabilitation case carrying staff, and other personnel required to discharge its functions under the terms of this contract, the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.), and the State Plan for Vocational Rehabilitation Services. This shall include all administrative, supervisory,



technical, and consultative services necessary to fulfill State's responsibilities under the terms of this contract.

#### 5. Travel

The Contractor agrees that all travel and per diem paid its employees under this contract shall be at rates not to exceed those amounts paid to the State's non represented employees. No expense for travel outside of the State of California shall be reimbursed.

#### 6. Personnel Standards

Contractor shall maintain personnel standards in accordance with the Code of Federal Regulations, 34 CFR 361.51(b).

#### 7. Confidentiality

Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by State. Any information obtained by Contractor in the performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by State.

Contractor agrees to maintain the confidentiality of any information concerning any individual clients it may obtain in the performance of this contract, and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)

#### 8. Audit Requirements

Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal laws and regulations, including the applicable Office of Management and Budget Circular.

Contractor shall provide State's staff access to all Contractor's records and evaluations of individuals referred to the program, with the written consent of the individual.

State shall have the right to conduct inspections and/or audits of Contractor to determine whether expenditures by Contractor were made in compliance with this contract, the Department of Rehabilitation's Contract Manual for the fiscal year(s) covered under this contract and other applicable federal or state statutes and regulations. Contractor agrees that Department of Rehabilitation, State Controller's Office, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review, obtain, and copy all records pertaining to performance of the contract or relevant to determining whether expenditures by Contractor were made in accordance with the contract and applicable laws and regulations. Contractor agrees to provide such auditors with any relevant information requested and shall permit the auditors access to its premises during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other

material that may be relevant to the audit or investigation. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract or until completion of the action and resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the three (3) year period, whichever is later.

9. Principles and Standards for Determining Allowable Costs, including Requirements for Documenting Personnel Activity Chargeable to the Contract

The Federal Office of Management and Budget (OMB) has established cost principles for determining allowable costs chargeable to Federal awards. Contracts awarded by the Department, including this contract, are subject to these cost principles as defined in the OMB Circulars.

The Contractor agrees to abide by the cost principles applicable to its organization as specifically defined in the following:

- |                     |  |
|---------------------|--|
| OMB Circular A-21:  | Cost Principles for Educational Institutions (Colleges and Universities - CSU/UC)  |
| OMB Circular A-87:  | Cost Principles for State, Local, and Indian Tribal Governments (Counties, Cities, Special Education Local Plan Areas, School Districts, Regional Occupation Programs, and other State and Local government agencies; generally applicable to Community College Districts) |
| OMB Circular A-122: | Cost Principles for Non-Profit Organizations   |

Further, documenting and supporting the distribution of personnel activity to the contract is critical. The Contractor agrees to comply with the OMB Circular applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

A copy of the OMB Circulars listed above are available for download and review on the Internet at [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)

The applicable Federal and State laws and regulations, including OMB Circulars, take precedence, except where the contract is more restrictive.

10. Pattern of Service

The services provided by the Contractor under this contract cannot be the customary or typical services, but rather the services must have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.

11. Debarment, Suspension, Ineligibility and Voluntary Exclusion

By signing this contract, contractor certifies that neither it nor its principles is presently debarred, suspended, proposed for department, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

## EXHIBIT E

### I. Contract Monitoring and Reporting

Riverside Community College District will submit a report at the end of each month that details the program's progress toward the following contract objectives for the particular month and cumulatively for the year:

- The total number of unduplicated clients served by the program
- The number of unduplicated clients who received Employment Preparation Services
- The number of unduplicated clients who received Employment Services
- The number of unduplicated clients who have been placed into employment consistent with their Individualized Plan for Employment which is retained for a minimum of 90 days
- The program will provide the assigned Department of Rehabilitation Counselor a progress note for each DOR student/client who received Employment Services during the month

### II. Transportation of DOR Student/Clients

DOR student/clients will be advised of bus schedules and transportation services for those with physical and/or mental impairments requiring accessible transportation for job interviews.

### III. Insurance

Contractor shall furnish to State evidence of insurance as follows. The insurance must be issued by an insurance company acceptable to Department of General Services, Office of Insurance and Risk Management (DGS/ORIM) or be provided through partial or total self-insurance acceptable to DGS.

#### The Certificate of Insurance must include:

- A. Commercial General Liability, the certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.
- B. Automobile Liability must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the contract for a minimum of \$1,000,000 combined single limit.

The insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

In the event said insurance coverage expires at any time or times during the time of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less that the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of DGS, and the contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

C. Additional Provisions listed below must be on the insurance certificate prior to award of the contract or the contract will not be awarded:

- 1) The insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and
- 2) The State of California, its officers, agents, employees, and servants as additional insured, but only with respect to work performed for the State of California under this agreement.

#### EXHIBIT E ADDITIONAL PROVISIONS

The DOR Contract Administrator will monitor and document the performance of assigned contracts. The DOR Contractor Administrator will:

- Maintain contract documentation on the performance of the contract services. (Cooperative and Case Service Agreements)
- Monitor the contract to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the contract. (Cooperative and Case Service Agreements)
- Review and approve invoices for payment to substantiate expenditures for the work performed and that the invoices are current, correct and timely. (Cooperative and Case Service Agreements)
- Ensure there are sufficient funds to pay for all services rendered as required by the contract. (Cooperative and Case Service Agreements)
- Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this contract. If not, contact the appropriate Collaborative Services Program Specialist.(Cooperative Agreements only)

- Identify low usage levels and consider partial disencumbrance and reassignment of funds. (Cooperative and Case Service Agreements)
- Verify costs that are invoiced for the provision of services to DOR clients during the contract period are based on actual costs. (Cooperative and Case Service Agreements)
- Verify that the contract staff provide services only to authorized DOR clients. (Case Service Agreements only)
- Verify that the contractor has fulfilled all requirements of the contract before approving the final invoice. (Cooperative and Case Service Agreements)
- Periodically review personnel activity reports for staff funded by the contract. (Cooperative and Case Service Agreements)
- Verify that personnel duty statements or a copy of the Contract Budget Narrative/Contract Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the contract. (Cooperative and Case Service Agreements)
- Verify that all contracted staff are providing services according to their duty statements within the contract. (Cooperative and Case Service Agreements)
- Verify that job duties, as described, match contract duty statements and service descriptions. (Cooperative and Case Service Agreements)
- Verify that personnel activity reports are accurate, reflect an after-the-fact distribution of actual activity, account for the total time for which the employee is compensated, are prepared at least monthly and coincide with one or more pay periods, and are signed by the employee. (Cooperative and Case Service Agreements)
- Ensure that a semi-annual certification of time is completed for public agency full time contract staff. (Cooperative Agreements)
- Ensure that contractor has provided monthly client progress reports to the appropriate DOR counselor. (Case Service Contracts only)
- Each Contract Administrator will maintain relevant documentation on contracts for which they are responsible. (Cooperative and Case Service Agreements)

CCC-304

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed) Riverside Community College District		Federal ID Number 33-0831357
By (Authorized Signature)		
Printed Name and Title of Person Signing James L. Buysse, Vice Chancellor, Administration and Finance		
Date Executed	Executed in the County of Riverside, California	

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

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

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

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

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

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

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

7. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor,

forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

8. **DOMESTIC PARTNERS:** Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by



that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

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

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

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air

Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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

STATE OF CALIFORNIA  
BOARD RESOLUTION  
DR 324 (New 01/94) Computer Generated

DEPARTMENT OF REHABILITATION

Original  
 Amendment # \_\_\_\_\_

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FULL Name of Corporation or Public Agency  
Riverside Community College District

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WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation, and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person:

Name of Person Authorized to Sign Agreement James L. Buysse	Title of Person Authorized to Sign Agreement Vice Chancellor, Administration & Finance
of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute said agreement and all amendments there to, except to increase the financial liability of said corporation or public agency.	

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CERTIFICATION

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I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

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Address Where Board Meeting Held

Moreno Valley Campus 16130 Lasselle Street, Moreno Valley, CA 92551-2045

Date of Board Meeting October 18, 2005	Signature of Recording Secretary	Date Signed
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STATE OF CALIFORNIA

DEPARTMENT OF REHABILITATION

GRANT/CONTRACT SIGNATURE AUTHORIZATION  
 DR 325 (Rev. 12/98) Computer Generated

<b>GRANTEE/CONTRACTOR:</b>  STATE OF CALIFORNIA Department of Rehabilitation 2000 Evergreen Street Sacramento, California 95815-3832	<b>SUBGRANTEE/CONTRACTEE:</b> (Legal Corporation/Public Agency Name & Address)  Riverside Community College District 4800 Magnolia Avenue Riverside, CA 92506-1299
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature	Name (Please Type or Print) Paula McCroskey	Title (Please Type or Print) District Dean, DSPS
Signature	Name (Please Type or Print) James L. Buysse	Title (Please Type or Print) Vice Chancellor, Administration and Finance
Signature	Name (Please Type or Print) Aaron Brown	Title (Please Type or Print) Associate Vice Chancellor, Finance
Signature	Name (Please Type or Print)	Title (Please Type or Print)

I hereby delegate authority to request reimbursement of expenses as shown above.

Authorized Signature per Board Resolution	Name (Please Type or Print) Mark Takano	Date Signed
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RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1-c

Date: October 18, 2005

Subject: Agreement with Cobro Consulting, LLC

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Cobro Consulting, LLC, to provide customized consulting service and implement and provide ongoing technical support services with respect to the Comprehensive Program Assessment System (Compass). The duration of the grant will be from October 19, 2005 to September 1, 2006. Cobro Consulting, LLC, will train Riverside City Campus GEAR UP staff on the updated evaluation system utilized to identify programmatic and evaluation needs. The fee for these services will not exceed \$2,000.00. Funding source: GEAR UP/Passport Plus Federal Grant.

The vendor in this Agreement is a consultant that 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, the vendor is not subject to Section II, 8 of the Regulation for Board Policy 1080, Conflict of Interest Code. This Agreement has been reviewed by Ed Godwin, Director, Administrative Services, who recommends approval as a low risk activity, and Linda Lacy, Vice Chancellor of Student Services and Operations.

Recommended Action: It is recommended the Board of Trustees approve the agreement, from October 19, 2005 through September 1, 2006, for an amount not to exceed \$2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the Agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Alejandro H. Torres  
Interim Director, GEAR UP/Passport Plus



### **Agreement for Services**

Name of Project/Service: Customization, Installation, and Maintenance of Compass System

Funding Source/Client: Riverside Community College District

Contact: Alejandro Torres, Interim Director of Riverside City Campus GEAR UP Program

Address: 4800 Magnolia Avenue, Riverside, CA 92506-1299

Agreement Number Assigned by Funding Source/Client, if any: \_\_\_\_\_

Period of Performance for Services Described in this Agreement:  
October 19, 2005 to September 1, 2006

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This Agreement is by and between CoBro Consulting, LLC (CoBro Consulting) and the Riverside Community College District (RCCD) and is dated August 23, 2005.

Description of Services to be Performed by CoBro Consulting:

CoBro Consulting agrees to customize, implement, and provide ongoing technical support services with respect to the Comprehensive Program Assessment System (Compass) for use by Riverside City Campus GEAR UP for entering, managing, reporting, and analyzing the Riverside City Campus GEAR UP program data.

Compensation to CoBro Consulting for providing these services shall be \$2,000.00 in total for the one year period specified above. Fees shall be paid according to the attached payment schedule. These services include 1) up to 80 hours of customized programming to the Riverside City Campus GEAR UP program data management needs, 2) on-site installation, 3) on-site system training (to include 'train the trainer' where applicable), 4) coordination of transmission of transcript data, 5) assistance with data tabulations for the federally-mandated Annual Progress Report (APR), 6) one site visit for upgrade installations or additional programming modifications, and 7) unlimited access to technical support.

Fees will be negotiated for additionally requested services.

Obligations of Consultant: CoBro Consulting, LLC is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. CoBro Consulting, LLC is consultant considered a vendor to provide services and as such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. CoBro Consulting, LLC will hold Riverside Community College District free and harmless from any obligations, claim costs, judgments, attorneys' fees and/or

attachment arising from, growing out of, or in any way connected with the services rendered pursuant to the terms of the Agreement. CoBro Consulting, LTC agrees to hold the District harmless and indemnify the District for any claims arising from the operation of the Agreement.

All data prepared by consultant under this Agreement, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams and calculations relative to this Agreement shall become the property of RCCD upon the completion of the term of this Agreement, except that consultant shall have the right to retain copies of all such data for its records.

Should consultant, following termination of this Agreement, desire to use any materials prepared in connection with this project, consultant shall first obtain the written approval of Riverside Community College District's representative.

This agreement may be modified by mutual written agreement of both parties.

CoBro Consulting, LLC

Riverside Community College District

By \_\_\_\_\_

By \_\_\_\_\_

Darlene Cole  
Cofounder, Director of Research

James Buysse  
Vice Chancellor, Administration/Finance

Date \_\_\_\_\_

Date \_\_\_\_\_

Terms of Mutual Agreement  
 Between CoBro Consulting, LLC and Riverside Community College District

**YEAR 1 Payment Schedule**

The Agreement consists of customizing, implementing, and servicing the Comprehensive Program Assessment System (Compass) for Riverside Community College District data management, reporting, and analysis needs. This Agreement will be effective once signed by both parties and will be in effect until the completion of the events on September 1, 2006.

Service Performed	Completion Date	Fee	Due
Compass customization needs determined and implemented.	10/19/05	---	---
Compass installation; data integration; staff training.	10/31/05	\$1,000	11/30/05
Assistance with data cleaning and tabulations for the Annual Performance Report	4/15/06	---	---
End of term data integration.	End of term	\$1,000	9/1/06
	<b>TOTAL</b>	<b>\$2000</b>	

The Riverside Community College District agrees to reimburse CoBro Consulting for agreed upon fees. The fee amount is due within 30 days of service completion. Please make all checks payable to CoBro Consulting.

In agreement with Riverside Community College District on the terms stated above, CoBro Consulting accepts this Agreement and we look forward to working with Riverside City Campus GEAR UP program.

CoBro Consulting, LLC

Riverside Community College District

By \_\_\_\_\_  
 Darlene Cole  
 Cofounder/Director of Research

By \_\_\_\_\_  
 Jame Buysse  
 Vice Chancellor, Administration and  
 Finance

Date \_\_\_\_\_

Date \_\_\_\_\_



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2-a

Date: October 18, 2005

Subject: Agreement with Mark Gunderson

Background: Presented for the Board's review and consideration is a proposed agreement between Riverside Community College District and Mark Gunderson to provide services as a clinician for the RCC Concert Band Festival. The term of the agreement is for March 14, 2006 for a fee of \$350.00. Funding source: General Fund.

The vendor 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 this individual is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction and Ed Godwin, Director, Administration Services

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for March 14, 2006, for an amount not to exceed \$350.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glenn Hunt  
Dean of Instruction  
Kevin A. Mayse  
Associate Professor, Music

AGREEMENT BETWEEN MARK GUNDERSON  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between MARK GUNDERSON 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. Guest Clinician for District's Department of Performing Arts Concert Band Festival March 14, 2006.
2. The services outlined in Paragraph 1, section 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 b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. Payment in consideration of this agreement shall not exceed \$350.00.
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.

Mark Gunderson

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buisse  
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2-b

Date: October 18, 2005

Subject: Agreement with Don Jaramillo

Background: Presented for the Board's review and consideration is a proposed agreement between Riverside Community College District and Don Jaramillo to provide services as a clinician for the RCC Concert Band Festival. The term of the agreement is for March 14, 2006 for a fee of \$350.00. Funding source: General Fund.

The vendor 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 this individual is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction and Ed Godwin, Director, Administration Services

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for March 14, 2006, for an amount not to exceed \$350.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glenn Hunt  
Dean of Instruction  
Kevin A. Mayse  
Associate Professor, Music

AGREEMENT BETWEEN DON JARAMILLO  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between DON JARAMILLO 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. Guest Clinician for District's Department of Performing Arts Concert Band Festival March 14, 2006.
2. The services outlined in Paragraph 1, section 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 b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. Payment in consideration of this agreement shall not exceed \$350.00.
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.

Don Jaramillo

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buisse  
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-c

Date: October 18, 2005

Subject: Agreement with Bob Feller

Background: Presented for the Board's review and consideration is a proposed agreement between Riverside Community College District and Bob Feller to provide services as a clinician for the RCC Concert Band Festival. The term of the agreement is for March 15, 2006 for a fee of \$350.00. Funding source: General Fund.

The vendor identified in this contract does not make or participate in the making of decisions that may foreseeably have material effect on financial interests of the District. As such this individual is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction and Ed Godwin, Director, Administration Services

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for March 15, 2006, for an amount not to exceed \$350.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glenn Hunt  
Dean of Instruction  
Kevin A. Mayse  
Associate Professor, Music

AGREEMENT BETWEEN BOB FELLER  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between BOB FELLER 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. Guest Clinician for District's Department of Performing Arts Concert Band Festival March 15, 2006.
2. The services outlined in Paragraph 1, section 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 b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. Payment in consideration of this agreement shall not exceed \$350.00.
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.

Bob Feller

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buisse  
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2-d

Date: October 18, 2005

Subject: Agreement with Don Gunderson

Background: Presented for the Board's review and consideration is a proposed agreement between Riverside Community College District and Don Gunderson to provide services as a clinician for the RCC Concert Band Festival. The term of the agreement is for March 15, 2006, for a fee of \$350.00. Funding source: General Fund.

The vendor 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 this individual is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction and Ed Godwin, Director, Administration Services

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for March 15, 2006, for an amount not to exceed 350.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glenn Hunt  
Dean of Instruction  
Kevin A. Mayse  
Associate Professor, Music

AGREEMENT BETWEEN DON GUNDERSON  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between DON GUNDERSON 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. Guest Clinician for District's Department of Performing Arts Concert Band Festival March 15, 2006.
2. The services outlined in Paragraph 1, section 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 b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. Payment in consideration of this agreement shall not exceed \$350.00.
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.

Don Gunderson

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buisse  
Vice Chancellor, Administration and Finance



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2-e

Date: October 18, 2005

Subject: Agreement with Tom Leslie

Background: Presented for the Board's review and consideration is a proposed agreement between Riverside Community College District and Tom Leslie to provide services as a clinician for the RCC Concert Band Festival. The term of the agreement is for March 14, 2006 and March 15, 2006, for a fee of \$800.00. Funding source: General Fund.

The vendor identified in this contract does not make or participate in the making of decisions that may foreseeably have material effect on financial interests of the District. As such this individual is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction and Ed Godwin, Director, Administration Services

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for March 14, 2006 and March 15, 2006, for an amount not to exceed \$800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glenn Hunt  
Dean of Instruction  
Kevin A. Mayse  
Associate Professor, Music

AGREEMENT BETWEEN TOM LESLIE  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between TOM LESLIE 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. Guest Clinician for District's Department of Performing Arts Concert Band Festival for March 14 and March 15, 2006.
2. The services outlined in Paragraph 1, section 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 b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. Payment in consideration of this agreement shall not exceed \$800.00.
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.

Tom Leslie

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buisse  
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-f

Date: October 18, 2005

Subject: Agreement with Mitch Fennell

Background: Presented for the Board's review and consideration is a proposed agreement between Riverside Community College District and Mitch Fennell to provide services as a clinician for the RCC Conducting Symposium. The term of the agreement is for April 27, 2006 through April 29, 2006 for a fee of \$1,500.00. Funding source: General Fund.

The vendor 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 this individual is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction and Ed Godwin, Director, Administration Services

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for April 27, 2006 through April 29, 2006, for \$1,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glenn Hunt  
Dean of Instruction  
Kevin A. Mayse  
Associate Professor, Music

AGREEMENT BETWEEN MITCH FENNELL  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between MITCH FENNELL 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. Guest Clinician for District's Department of Performing Arts Conducting Symposium April 27-April 29, 2006.
2. The services outlined in Paragraph 1, section 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 b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. Payment in consideration of this agreement shall not exceed \$1,500.00.
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.

Mitch Fennell

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buisse  
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-g

Date: October 18, 2005

Subject: Agreement with Mike Haithcock

Background: Presented for the Board's review and consideration is a proposed agreement between Riverside Community College District and Mike Haithcock to provide services as a clinician for the RCC Conducting Symposium. The term of the agreement is for April 27, 2006 through April 29, 2006 for a fee of \$1,500.00. Funding source: General Fund.

The vendor 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 this individual is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction and Ed Godwin, Director, Administration Services

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for April 27, 2006 through April 29, 2006, for a fee of \$1,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glenn Hunt  
Dean of Instruction  
Kevin A. Mayse  
Associate Professor, Music

AGREEMENT BETWEEN MIKE HAITHCOCK  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between MIKE HAITHCOCK 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. Guest Clinician for District's Department of Performing Arts Conducting Symposium April 27-April 29, 2006.
2. The services outlined in Paragraph 1, section 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 b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. Payment in consideration of this agreement shall not exceed \$1,500.00.
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.

Mike Haithcock

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buisse  
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-h

Date: October 18, 2005

Subject: Agreement with Larry Zalkind

Background: Presented for the Board's review and consideration is a proposed agreement between Riverside Community College District and Larry Zalkind to provide services as a soloist for the RCC Wind Ensemble. The term of the agreement is for March 10, 2006 through March 12, 2006 for a fee of \$1,500.00. Funding Source: General Fund.

The vendor 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 this individual is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction and Ed Godwin, Director, Administration Services

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for March 10, 2006 through March 12, 2006, for a fee of \$1,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glenn Hunt  
Dean of Instruction  
Kevin A. Mayse  
Associate Professor, Music

AGREEMENT BETWEEN LARRY ZALKIND  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between LARRY ZALKIND 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. Guest Soloist for District's Department of Performing Arts Woodwind Ensemble  
March 10-March 12, 2006.
2. The services outlined in Paragraph 1, section 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 b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. Payment in consideration of this agreement shall not exceed \$1,500.00.
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.

Larry Zalkind

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buisse  
Vice Chancellor, Administration and Finance



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-i

Date: October 18, 2005

Subject: Agreement with Becky Long

Background: Presented for the Board's review and consideration is a proposed agreement between Riverside Community College District and Becky Long to provide services as a principal cellist for the RCC Symphony. The term of the agreement is for November 1, 2005 through December 1, 2005 for a fee of \$1,500.00. Funding source: General Fund.

The vendor 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 this individual is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction and Ed Godwin, Director, Administration Services

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for November 1, 2005 through December 1, 2005, for a fee of \$1,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glenn Hunt  
Dean of Instruction  
Kevin A. Mayse  
Associate Professor, Music

AGREEMENT BETWEEN BECKY LONG  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between BECKY LONG 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. Principal Cellist for District's Department of Performing Arts Symphony November 1-December 1, 2005.
2. The services outlined in Paragraph 1, section 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 b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. Payment in consideration of this agreement shall not exceed \$1,500.00.
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.

Becky Long

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buisse  
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-j

Date: October 18, 2005

Subject: Agreement with Mitch Fennell

Background: Presented for the Board's review and consideration is a proposed agreement between Riverside Community College District and Mitch Fennell to provide services as a clinician for the RCC Concert Band Festival. The term of the agreement is for March 14, 2006 for a fee of \$350.00. Funding source: General Fund.

The vendor 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 this individual is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction and Ed Godwin, Director, Administration Services

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for March 14, 2006, for \$350.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Kevin A. Mayse  
Associate Professor, Music

AGREEMENT BETWEEN MITCH FENNELL  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between MITCH FENNELL 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. Guest Clinician for District's Department of Performing Arts Concert Band Festival March 14, 2006.
2. The services outlined in Paragraph 1, section 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 b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. Payment in consideration of this agreement shall not exceed \$350.00.
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.

Mitch Fennell

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buisse  
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-k

Date: October 18, 2005

Subject: Agreement with Bodie J. Smith

Background: Presented for the Board's review and consideration is a proposed agreement between Riverside Community College District and Bodie J. Smith to provide recording services for the 2005-06 RCC Dance Concert Season. The term of the agreement is for December 1, 2005 through June 1, 2006 for a fee of \$2,850.00. Funding source: General Fund.

The vendor 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 this individual is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction and Ed Godwin, Director, Administration Services

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for December 1, 2005 through June 1, 2006, for \$2,850.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glenn Hunt  
Dean of Instruction  
Rita Chenoweth  
Associate Professor, Dance

AGREEMENT BETWEEN BODIE J. SMITH  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 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 2, 2005, "Celebrate Dance" on Friday, May 19, 2006.
  - b. Record all dances presented in the following concerts with one camera: "Kinetic Conversations" on Saturday, December 3, 2005, "Collaborations" on Saturday, January 21, 2006, and "Celebrate Dance" on Saturday, May 20, 2006.
  - c. Provide RCC dance with any original and edited footage of above performances.
2. The services outlined in Paragraph 1, section 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 b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from December 1, 2005 through June 1, 2006.
5. Payment in consideration of this agreement shall not exceed \$2850.00 payable in the following installments:
  - a. One payment of \$1200.00 upon receipt of the original and edited footage of "Kinetic Conversations."
  - b. One payment of \$450.00 upon receipt of the original and edited footage of "Collaborations."
  - c. One payment of \$1200.00 upon receipt of the original and edited footage of "Celebrate Dance."
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

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Consultant Signature

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James L. Buysse  
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-1

Date: October 18, 2005

Subject: Agreement with Sue Williams

Background: Presented for the Board's review and consideration is a proposed agreement between Riverside Community College District and Sue Williams to provide costumes for the 2005-06 RCC Dance Concert Season. The term of the agreement is for October 20, 2005 through June 1, 2006 for a fee of \$4,000.00. Funding source: General Fund.

The vendor 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 this individual is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction and Ed Godwin, Director, Administration Services

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for October 20, 2005 through June 1, 2006, for \$4,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glenn Hunt  
Dean of Instruction  
Rita Chenoweth  
Associate Professor, Dance



AGREEMENT BETWEEN SUE WILLIAMS  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between Sue Williams 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. Meet with all choreographers to design costumes for "Kinetic Conversations" and "Celebrate Dance."
  - b. Labor to construct costumes for all dancers in both aforementioned concerts and provide any necessary alterations and repairs as necessary.
2. The services outlined in Paragraph 1, section 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 b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from October 20, 2005 through June 1, 2006.
5. Payment in consideration of this agreement shall not exceed \$4000.00 payable on
  1. December 15, 2005
  2. June 15, 2006
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.

Sue Williams

Riverside Community College District

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Consultant Signature

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James L. Buysse  
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-m

Date: October 18, 2005

Subject: Agreement with James Wunderlich

Background: Presented for the Board's review and consideration is a proposed agreement between Riverside Community College District and James Wunderlich to provide written musical parts for the following arrangements: "We Will Rock You-Intro", "Bohemian Rhapsody", "Drum Solo", and "We Will Rock You-Reprise", for the RCC Marching Band Pit Percussion 2005 Field Show. The term of the agreement is for October 20, 2005 through November 30, 2005 for a fee of \$1,500.00. Funding source: General Fund.

The vendor 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 this individual is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction and Ed Godwin, Director, Administration Services

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for October 20, 2005 through November 30, 2005, for \$1,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glenn Hunt  
Dean of Instruction  
Gary Locke  
Associate Professor, Music

AGREEMENT BETWEEN JAMES WUNDERLICH  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 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 2005 Field Show: "We Will Rock You-Intro", "Bohemian Rhapsody", "Drum Solo", and "We Will Rock You-Reprise."
  - b. Provide the RCC Marching Band with written musical parts of the above arrangements.
2. The services outlined in Paragraph 1, section 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 b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from October 20, 2005 through November 30, 2005.
5. Payment in consideration of this agreement shall not exceed \$1500.00 payable on November 30, 2005.  
(Check is set up for payment on this date and mailed within two business days, 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.

James Wunderlich

Riverside Community College District

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Consultant Signature

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James L. Buysse  
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-n

Date: October 18, 2005

Subject: Agreement with Wayne Downey

Background: Presented for the Board's review and consideration is a proposed agreement between Riverside Community College District and Wayne Downey to provide written musical parts for the following arrangements: "We Will Rock You-Intro," "Bohemian Rhapsody," "We Will Rock You-Reprise", and to provide musical direction utilizing the above arrangements, for the RCC Marching Band 2005 Field Show. The term of the agreement is for October 20, 2005 through November 30, 2005 for a fee of \$2,500.00. Funding source: General Fund.

The vendor 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 this individual is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction and Ed Godwin, Director, Administration Services

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for October 20, 2005 through November 30, 2005, for \$2,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glenn Hunt  
Dean of Instruction  
Gary Locke  
Associate Professor, Music

AGREEMENT BETWEEN WAYNE DOWNEY  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 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 2005 Field Show: "We Will Rock You-Intro," "Bohemian Rhapsody," and "We Will Rock You-Reprise."
  - 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 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 b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from October 20, 2005 through November 30, 2005.
5. Payment in consideration of this agreement shall not exceed \$2500.00 payable on November 30, 2005.  
(Check is set up for payment on this date and mailed within two business days, 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

Riverside Community College District

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Consultant Signature

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James L. Buisse  
Vice Chancellor, Administration and Finance



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No.: V-A-2-o

Date: October 18, 2005

Subject: Agreement with Gary Lee

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Gary Lee to provide services as the guitar player for five performances of the Off Broadway Play Series production of "Godspell." The term of the agreement is October 24, 2005 through October 30, 2005 for a fee of \$800.00.

Funding source: General Fund.

The vendor 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 this individual is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 24, 2005 through October 30, 2005, for \$800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glenn Hunt  
Dean of Instruction  
Jodi Julian  
Assistant Professor, Theatre Arts

AGREEMENT BETWEEN GARY LEE  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between Gary Lee, 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. Guitar player for District's production of "Godspell," with scheduled performances on October 28-30, 2005.
  - b. Provide all necessary musical responsibilities to facilitate the performances of "Godspell".
2. The services outlined in Paragraph 1, section 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 Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from October 24, 2005 through October 30, 2005.
5. Payment in consideration of this agreement shall not exceed \$800.00.
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.

Gary Lee

Riverside Community College District

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Consultant Signature

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James L. Buysse  
Vice Chancellor,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No.: V-A-2-p

Date: October 18, 2005

Subject: Agreement with Carlos Rivera

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Carlos Rivera to provide services as the bass player for five performances of the Off Broadway Play Series production of "Godspell." The term of the agreement is October 24, 2005 through October 30, 2005 for a fee of \$800.00.

Funding source: General Fund.

The vendor 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 this individual is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 24, 2005 through October 30, 2005, for \$800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glenn Hunt  
Dean of Instruction  
Jodi Julian  
Assistant Professor, Theatre Arts

AGREEMENT BETWEEN CARLOS RIVERA  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between Carlos Rivera, 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. Bass player for District's production of "Godspell," with scheduled performances on October 28-30, 2005.
  - b. Provide all necessary musical responsibilities to facilitate the performances of "Godspell".
2. The services outlined in Paragraph 1, section 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 Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from October 24, 2005 through October 30, 2005.
5. Payment in consideration of this agreement shall not exceed \$800.00.
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.

Carlos Rivera

Riverside Community College District

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Consultant Signature

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James L. Buysse  
Vice Chancellor,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No.: V-A-2-q

Date: October 18, 2005

Subject: Agreement with Scott Janssen

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Scott Janssen to provide services as the sound designer for five performances of the Off Broadway Play Series production of "Godspell." The term of the agreement is October 22, 2005 through October 30, 2005 for a fee of \$2,000.00. Funding source: General Fund.

The vendor 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 this individual is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 22, 2005 through October 30, 2005, for \$2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glenn Hunt  
Dean of Instruction  
Jodi Julian  
Assistant Professor, Theatre Arts

AGREEMENT BETWEEN SCOTT JANSSEN  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between Scott Janssen, 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. Sound designer for District's production of "Godspell," with scheduled performances on October 28-30, 2005.
  - b. Provide all necessary sound responsibilities to facilitate the performances of "Godspell".
2. The services outlined in Paragraph 1, section 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 Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from October 22, 2005 through October 30, 2005.
5. Payment in consideration of this agreement shall not exceed \$2000.00.
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.



Scott Janssen

Riverside Community College District

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Consultant Signature

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James L. Buysse  
Vice Chancellor,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No.: V-A-2-r

Date: October 18, 2005

Subject: Agreement with Anthony Loa

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Anthony Loa to provide services as the choreographer for five performances of the Off Broadway Play Series production of "Godspell." The term of the agreement is October 20, 2005 through October 30, 2005 for a fee of \$1,500.00. Funding source: General Fund.

The vendor 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 this individual is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from October 20, 2005 through October 30, 2005, for \$1,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glenn Hunt  
Dean of Instruction  
Jodi Julian  
Assistant Professor, Theatre Arts

AGREEMENT BETWEEN SCOTT JANSSEN  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between Anthony Loa, 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. Choreographer for District's production of "Godspell," with scheduled performances on October 28-30, 2005.
  - b. Provide all necessary choreography responsibilities to facilitate the performances of "Godspell".
2. The services outlined in Paragraph 1, section 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 Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from October 20, 2005 through October 30, 2005.
5. Payment in consideration of this agreement shall not exceed \$1500.00.
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.

Anthony Loa

Riverside Community College District

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Consultant Signature

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James L. Buysse  
Vice Chancellor,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-a

Date: October 18, 2005

Subject: Agreement with Los Angeles Valley College

Background: Presented for the Board's review and consideration is the renewal of an agreement between Riverside Community College District and Los Angeles Valley College for the licensing of 4faculty.org modules and resources. Riverside Community College District led a grant-funded project that resulted in the development of 4faculty.org which provides online professional development including 22 learning modules designed specifically for community college faculty to 70 institutions. Los Angeles Valley College wishes to provide 4faculty.org for their vocational education department during the period July 1, 2005 through June 30, 2006, inclusive. The terms of this agreement include payment of \$1,900.00 by Los Angeles Valley College for these services. Funding source: No cost to the District.

This agreement has been reviewed by Ed Godwin, Director, Administrative Services and Sylvia Thomas, Associate Vice Chancellor, Instruction.

Recommended Action: It is recommended that the Board of Trustees ratify this agreement, for July 1, 2005 through June 30, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Kristina Kauffman  
District Dean of Faculty Affairs



LOS ANGELES COMMUNITY COLLEGE DISTRICT  
770 Wilshire Boulevard  
Los Angeles, CA 90017

## Short Term Agreement

**Bill To:**

Los Angeles Valley College  
Business Office  
5800 Fulton Avenue  
Valley Glen, CA 91401  
T) 818-947-2318

**Vendor Address**

RIVERSIDE COMMUNITY COLLEGE  
4800 MAGNOLIA AVE  
RIVERSIDE CA 92506-1299

**Ship To:**

Los Angeles Valley College  
5701 Ethel Avenue  
Valley Glen, CA 91401  
(818)-947-2996

**Information**

**Contract Number** 4500059217  
**Contract Amount** \$ 1900.00  
**Contract Date** 08/03/2005  
**Vendor Number** 1003363  
**Payment Terms** Payment Due Net 30 days  
**Buyer/Phone** V-Purchasing / 818-947-2336  
**Requestor/Phone** LAURIE NALEPA / 818-947-2498  
**Freight Terms** FOB Destination  
**Start date** 07/01/2005  
**End date** 06/30/2006

**Contract # must be referenced on all correspondence.**

**Funds Center** 10593-V6012  
**Commitment Item** 563200

Page 1 of 2

**Description / scope of work**

LICENSE FOR PROFESSIONAL DEVELOPMENT WEBSITE WITH 22 LEARNING MODULES DESIGNED SPECIFICALLY FOR THE NEEDS OF THE COMMUNITY AND COLLEGE FACULTY FOR THE VOCATIONAL EDUCATION, DURING THE PERIOD JULY 1, 2005 TO JUNE 30, 2006, INCLUSIVE.

(Continued on the next page, if applicable)

The above work will not exceed \$ 1900.00. This amount includes all applicable taxes and does not include the federal excise tax, which is not applicable. Upon completion of the work, the Contractor will submit an invoice to the authorized college representative identified below. For work based on material and labor charges, such charges will be segregated and itemized in detail with state and local taxes shown. The Contractor agrees to accomplish the above-described work and further agrees to comply with the general provisions for this work, which appear on the following page(s) of this form.

**ACKNOWLEDGED BY:**

Contractor's Signature

Date Signed

Print Name

Title of Position in Company

It is the policy of the Los Angeles Community College District, in connection with all work performed at its Colleges, that there be no discrimination against any prospective or active employee engaged in the work because of race, color, national origin, ancestry, religious creed, sex, age, physical or mental disability, medical condition, marital status and/or sexual orientation, except as provided in section 12940 of the Government Code. Therefore, by accepting this Order, the Contractor agrees to comply with the applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act beginning with Government Code section 12900 et seq. and Labor Code section 1735.

**RECOMMENDED BY:**

Authorized College Representative

Date

**PRINT NAME:**

**COLLEGE APPROVAL:**



**LOS ANGELES COMMUNITY COLLEGE DISTRICT**  
770 Wilshire Boulevard  
Los Angeles, CA 90017

Agreement No.  
4500059217

Page 2 of 2

## GENERAL CONTRACT TERMS AND CONDITIONS

Notwithstanding anything to the contrary contained in the agreement between the Los Angeles Community College District (the "District") and RIVERSIDE COMMUNITY COLLEGE ("Contractor"), dated 08/03/2005, the following General Contract Terms and Conditions shall apply and prevail:

1. **INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms of this agreement, the Contractor is an independent contractor, and not an officer, employee, partner, joint venturer, or agent of the District.
2. **INVOICES AND PAYMENTS.** Payment shall be made by the District's Accounts Payable Office upon provision of the goods and/or services described herein, and upon submittal of invoice(s) approved by the College President or appropriate designee; or appropriate District Office administrator, or designee. Payment by the District shall constitute full and final payment, unless the Contractor files a claim for error or omission within ninety (90) days of the date of invoice.
3. **WARRANTY.** Contractor warrants that all goods or services furnished under this agreement shall be in accordance with District specifications. All work and services shall be done and completed in a thorough, workmanlike manner. All goods shall be new, merchantable, fit for their intended purposes, free from all defects in materials and workmanship, free from defects in design, in good working order and shall perform in accordance with the manufacturer's standard specifications. All goods furnished and all work performed shall be subject to the District's inspection. Goods and services which are not in accordance and conformity with the above specifications, shall be rejected and, in the case of goods, promptly removed from the District premises at the Contractor's expense. When a sample is taken from a shipment and sent to a laboratory for test and the test shows that the sample does not comply with the specifications, the cost of such test shall be paid by the Contractor. On all questions concerning the acceptability of the goods and services, the decision of the District shall be final and binding upon the parties. The District shall not unreasonably exercise its judgment.
4. **DEFAULT BY CONTRACTOR.** The District shall hold the Contractor liable and responsible for all damages which may be sustained because of failure or neglect of the Contractor to comply with any term or condition herein, it being specifically provided that time shall be of the essence in the delivery of the purchased goods or services. If the Contractor fails or neglects to furnish or deliver any of the goods or services at the prices named and at the times and places herein stated or otherwise fails or neglects to comply with the terms of the purchase, the District may cancel the purchase in its entirety, or cancel or rescind any or all items affected by such default, and may, whether or not the purchase is canceled in whole or in part, purchase the goods or services elsewhere without notice to the Contractor. The District shall retain all other rights and remedies under law.
5. **TERMINATION OF AGREEMENT.** The District may terminate this agreement upon thirty (30) calendar days' prior written notice to the Contractor. In the event of such termination, each party shall be liable for all obligations in favor of the other party accruing prior to the date of such termination, but shall be released from all obligations or performance that would otherwise accrue subsequent to the date of such termination. In addition, this agreement may be subject to termination as provided in Section 18.
6. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
7. **INDEMNIFICATION/LIMITATION OF LIABILITY.** The Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, and representatives from and against all claims, liability, loss, cost, and obligations on account of, or arising from, the acts or omissions of the Contractor, or of persons acting on behalf of the Contractor, however caused, in the performance of the services specified herein. Contractor hereby waives and releases the District from any claims Contractor may have at any time arising out of or relating in any way to this agreement, whether or not caused by the negligence or breach of the District, its employees, or agents, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to Contractor and Contractor's exclusive remedies against the District.
8. **AMENDMENT OF AGREEMENT.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. All modifications and amendments to this agreement shall be in writing and signed by the authorized representatives of the District and the Contractor.
9. **ASSIGNMENT OF AGREEMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.
10. **GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
11. **NON-DISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.
12. **EQUAL OPPORTUNITY EMPLOYER.** Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
13. **COMPLIANCE WITH LAW/PERMITS AND LICENSES.** The Contractor and all of its employees or agents shall comply with all applicable laws, ordinances, rules and regulations, including but not limited to all applicable laws and regulations governing the bidding process, and shall secure and maintain in force such licenses and permits as are required by law, in connection with furnishing of goods or services hereunder.
14. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
15. **TAXES.** California Sales Tax, Use Tax and/or the Los Angeles County Uniform Local Sales and Use Tax, where applicable, shall be separately identified on each invoice to the District. The federal excise tax, and state and local property taxes, are not applicable, as college districts are exempt therefrom.
16. **NON-WAIVER.** A waiver of a breach or default by the District under this agreement shall not be deemed a waiver of any subsequent breach or default. Failure of the District to enforce compliance with any term or condition of this agreement shall not constitute a waiver of such term or condition.
17. **SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.
18. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-b

Date: October 18, 2005

Subject: Agreement with OmniPlatform Software Corp.

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and OmniPlatform Software Corp. The Office of Faculty Affairs is responsible for assisting faculty in the development of web sites and for management of the District's academic web server. Many faculty would like to have a website, but do not have the time or expertise to manage the details of web site development. This process is facilitated through the use of web site creation software. The cost for the development of this custom content management system software is \$7,500.00. The term of the agreement is October 19, 2005 to June 30, 2006. Funding source: 4faculty.org.

For the Board's information, Dr. Mark Lehr, Assistant Professor of Computer Information Systems, is the Executive Vice President/COO of OmniPlatform Software Corp. The District's Legal Counsel advises that this does not represent a conflict of interest. This agreement has been reviewed by Ed Godwin, Director Administrative Services and Sylvia Thomas, Associate Vice Chancellor, Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 to June 30, 2006, for an amount not to exceed \$7,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Kristina Kauffman, District Dean of Faculty Affairs



CUSTOM SOFTWARE DEVELOPMENT AGREEMENT  
OmniPlatform Software Corporation, Agreement #1705

1. Identification of the Parties

This Agreement is made between Riverside Community College District ("Client"), with a principal place of business at 4800 Magnolia Avenue, Riverside, California and OmniPlatform Software Corporation ("Developer"), with a principal place of business at 2251 Stern Goodman Street, Fullerton, California 92833.

2. Purpose of Agreement

Client desires to retain Developer as an independent contractor to develop the computer software (the "Software") described in Exhibit A attached to and made part of this Agreement. Developer is ready, willing and able to undertake the development of the Software and agrees to do so under the terms and conditions set forth in this Agreement. Accordingly, the parties agree as follows:

3. Preparation of Development Plan

Developer shall prepare a development plan ("Development Plan") for the Software, satisfying the requirements set forth in Exhibit A. The Development Plan shall include:

- (a) detailed Specifications for the Software;
- (b) a listing of all items to be delivered to Client under this Agreement ("Deliverables");
- (c) a delivery schedule containing a delivery date for each Deliverable; and
- (d) a payment schedule setting forth the amount and time of Developer's compensation.

Developer shall deliver the Development Plan to Client within 10 days of contract ratification date. Client may take up to 30 days to review the Development Plan. Upon approval of the Development Plan by Client, it will become a part of this Agreement and will be incorporated by reference. Developer shall then commence development of Software that will conform to the requirements set forth in the Development Plan.

If the Development Plan is in Client's reasonable judgment unsatisfactory in any material respect, Client shall prepare a detailed written description of the objections. Client shall deliver such objections to Developer within 30 days of receipt of the Development Plan. Developer shall then have 10 days to modify the Development Plan to respond to Client's objections. Client shall have 10 days to review the modified Development Plan. If Client deems the modified Development Plan to be unacceptable, Client has the option of terminating this Agreement upon written notice to Developer or permitting Developer to modify the

Development Plan again under the procedure outlined in this paragraph. If this Agreement is terminated, the obligations of both parties under it shall end except for ongoing obligations of confidentiality set forth in the provision of this Agreement entitled "Confidentiality."

#### 4. Payment

The total contract price shall be set forth in the Development Plan. Client shall pay the Developer a total of \$7,500.00 (excluding tax) upon completion of the deliverables of this Agreement.

#### 5. Late Fees

Late payments by Client shall be subject to late penalty fees of 10% per month from the due date until the amount is paid.

#### 6. Changes in Project Scope

If at any time following acceptance of the Development Plan by Client, Client should desire a change in the Specifications or other elements of the Development Plan, Client shall submit to Developer a written proposal specifying the desired changes.

Developer's written response shall include a statement of the availability of Developer's personnel and resources, as well as any impact the proposed changes will have on the contract price, delivery dates or warranty provisions of this Agreement.

Changes to the Development Plan shall be evidenced by a "Development Plan Modification Agreement." The Development Plan Modification Agreement shall amend the Development Plan appropriately to incorporate the desired changes and acknowledge any effect of such changes on the provisions of this Agreement. The Development Plan Modification Agreement shall be signed by authorized representatives of Client and Developer, whereupon Developer shall commence performance in accordance with it.

Should Developer not approve the Development Plan Modification Agreement as written, Developer will so notify Client within 5 working days of Developer's receipt of the Development Plan Modification Agreement. Developer shall not be obligated to perform any services beyond those called for in the original Development Plan prior to approval of the Development Plan Modification Agreement.

For purposes of this Agreement, each Development Plan Modification Agreement duly authorized in writing by Client and Developer shall be deemed incorporated into and made part of this Agreement. Each such Development Plan Modification Agreement shall constitute a formal change to this Agreement adjusting fees and completion dates as finally agreed upon.

#### 7. Delays

Developer shall use all reasonable efforts to deliver the Software on schedule. However, at its option, Developer can extend the due date for any Deliverable by giving written notice to Client. The total of all such extensions shall not exceed 21 days.

Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control.

Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics. Failure of subcontractors and inability to obtain materials shall not be considered a condition beyond a party's reasonable control.

#### 8. Acceptance Testing of Software

Client shall have 30 days from the date of delivery of the Software in final form to inspect, test and evaluate it to determine whether the Software satisfies the acceptance criteria in accordance with procedures set forth in the Development Plan, or as established by Developer and approved by Client prior to testing.

If the Software does not satisfy the acceptance criteria, Client shall give Developer written notice stating why the Software is unacceptable. Developer shall have up to 30 days from the receipt of such notice to correct the deficiencies. Client shall then have 30 days to inspect, test and evaluate the Software. If the Software still does not satisfy the acceptance criteria, Client shall have the option of either (1) repeating the procedure set forth above, or (2) terminating this Agreement pursuant to the section of this Agreement entitled "Termination." If Client does not give written notice to Developer within the initial 30-day inspection, testing and evaluation period or any extension of that period, that the Software does not satisfy the acceptance criteria, Client shall be deemed to have accepted the Software upon expiration of such period.

#### 9. Training

Developer shall provide 30 days of training in the use of the Software by at least one (but not more than 2) qualified Developer personnel ("trainers"). The training will be conducted on such dates and locations as the parties may agree.

#### 10. Maintenance of Software

Beginning on the first day of the first month following expiration of the warranty period set forth in the section of this Agreement entitled "Warranties," Developer shall provide the following error-correction and support services:

(a) telephone hot-line support during Developer's normal days and hours of business operation. Such support shall include consultation on the operation and utilization of the Software. Client shall be responsible for all telephone equipment and communication charges related to such support; and

(b) error correction services, consisting of Developer using all reasonable efforts to design, code and implement programming changes to the Software, and modifications to the documentation, to correct reproducible errors therein so that the Software is brought into substantial conformance with the Specifications.

Payment for Maintenance: Maintenance is covered by Maintenance contract #1700-b.

Client's Role in Maintenance: The provision of the error-correction and support services described above shall be expressly contingent upon Client promptly reporting any errors in the Software or related documentation to Developer in writing and not modifying the Software without Developer's written consent.

Term of Support: Subject to timely payment by Client of the maintenance fees, Developer shall offer the maintenance described above while Maintenance contract #1700-b is in effect.

Client Termination of Maintenance: Client may discontinue the maintenance services described above upon not less than 10 days' written notice to Developer.

#### 11. Ownership of Software

Developer assigns to Client its entire right, title and interest in anything created or developed by Developer for Client under this Agreement ("Work Product") including all patents, copyrights, trade secrets and other proprietary rights. This assignment is conditioned upon full payment of the compensation due Developer under this Agreement.

Developer shall execute and aid in the preparation of any documents necessary to secure any copyright, patent, or other intellectual property rights in the Work Product at no charge to client.

#### 12. Ownership of Background Technology

Client acknowledges that Developer owns or holds a license to use and sublicense various preexisting development tools, routines, subroutines and other programs, data and materials that Developer may include in the Software developed under this Agreement.

Developer retains all right, title and interest, including all copyright, patent rights and trade secret rights in the Background Technology. Subject to full payment of the consulting fees due under this Agreement, Developer grants Client a nonexclusive, perpetual worldwide license to use the Background Technology in the Software developed for and delivered to Client under this Agreement, and all updates and revisions thereto. However, Client shall make no other

commercial use of the Background Technology without Developer's written consent.

### 13. Warranties

#### Express Warranties:

(a) **Warranty of Software Performance:** Developer warrants that for 90 days following acceptance of the Software by Client, the Software will be free from material reproducible programming errors and defects in workmanship and materials, and will substantially conform to the Specifications in the Development Plan when maintained and operated in accordance with Developer's instructions. If material reproducible programming errors are discovered during the warranty period, Developer shall promptly remedy them at no additional expense to Client. This warranty to Client shall be null and void if Client is in default under this Agreement or if the nonconformance is due to:

- (1) hardware failures due to defects, power problems, environmental problems or any cause other than the Software itself;
- (2) modification of the Software operating systems or computer hardware by any party other than Developer; or
- (3) misuse, errors or negligence of Client, its employees or agents in operating the Software.

Developer shall not be obligated to cure any defect unless Client notifies it of the existence and nature of such defect promptly upon discovery.

(b) **Warranty of Title:** Developer owns and has the right to license or convey title to the Software and documentation covered by this Agreement. Developer will not grant any rights or licenses to any intellectual property or technology that would conflict with Developer's obligations under this Agreement.

(c) **Warranty Against Disablement:** Developer expressly warrants that no portion of the Software contains or will contain any protection feature designed to prevent its use. This includes, without limitation, any computer virus, worm, software lock, drop dead device, Trojan-horse routine, trap door, time bomb or any other codes or instructions that may be used to access, modify, delete, damage or disable Client's Software or computer system. Developer further warrants that it will not impair the operation of the Software in any way other than by order of a court of law.

(d) **Warranty of Compatibility:** Developer warrants that the Software shall be compatible with the Client's hardware and software as set forth in the Development Plan Specifications.

**THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY**

WARRANTIES GRANTED BY DEVELOPER. DEVELOPER DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 14. Intellectual Property Infringement Claims

Developer warrants that Developer will not knowingly infringe on the copyright, patent, intellectual property or trade secrets of any third party in performing services under this Agreement. To the extent any material used by Developer contains matter proprietary to a third party, Developer shall obtain a license from the owner permitting the use of such matter and granting Developer the right to sub-license its use. Developer will not knowingly infringe upon any existing patents of third parties in the performance of services required by this Agreement, but Developer MAKES NO WARRANTY OF NON-INFRINGEMENT of any United States or foreign patent. Developer represents, BUT DOES NOT WARRANT, that to the best of its knowledge the services provided under this Agreement will not infringe any valid and existing intellectual property right of any third party.

If any third party brings a lawsuit or proceeding against Client based upon a claim that the Software breaches the third party's patent, copyright or trade secrets rights, and it is determined that such infringement has occurred, Developer shall hold Client harmless against any loss, damage, expense or cost, including reasonable attorney fees, arising from the claim.

This indemnification obligation shall be effective only if:

1. Client has made all payments required by this Agreement
2. Client has given prompt notice of the claim and permitted Developer to defend, and
3. the claim does not result from Client's modification of the Software.

To reduce or mitigate damages, Developer may at its own expense replace the product with a noninfringing product.

#### 15. Limitation of Developer's Liability to Client

- (a) Developer shall not be liable to Client for lost profits of Client, or special, incidental or consequential damages (even if Developer has been advised of the possibility of such damages) except cases of gross negligence by Developer in performance of this agreement.
- (b) Developer's total liability under this Agreement for damages, costs and expenses, shall not exceed the total amount of fees paid to Developer by Client under this Agreement unless it is determined that Developer acted with gross negligence.
- (c) Developer shall not be liable for any claim or demand made against Client by any third party except to the extent such claim or demand relates to copyright, trade secret or other proprietary rights, and then only as provided in the section of this Agreement entitled

#### Intellectual Property Infringement Claims.

(d) Developer shall indemnify and hold Client, its Trustees, officers, agents, and employees free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Developer, its agents, employees, subdevelopers and independent Developers, for property damage, bodily injury, or death (Developer's 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 Developer shall defend, at its expense, including without limitation, attorney fees, Client, its officers, agents, and employees, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold Client 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.

#### 16. Confidentiality

Developer will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information.

Confidential information is limited to information clearly marked as confidential, or disclosed orally that is treated as confidential when disclosed and summarized and identified as confidential in a writing delivered to Developer within 15 days of disclosure.

Confidential information does not include information that:

- the Developer knew before Client disclosed it
- is or becomes public knowledge through no fault of Developer
- Developer obtains from sources other than Client who owe no duty of confidentiality to Client, or
- Developer independently develops.

#### 17. Term of Agreement

This Agreement commences on the date it is executed and shall continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement.

#### 18. Termination of Agreement

Each party shall have the right to terminate this Agreement by written notice to the other if a party has materially breached any obligation herein and such breach remains uncured for a period of 30 days after written notice of such breach is sent to the other party.

If Developer terminates this Agreement because of Client's default, all of the following shall apply:

- (a) Client shall immediately cease use of the Software.
- (b) Client shall, within 10 days of such termination, deliver to Developer all copies and portions of the Software and related materials and documentation in its possession furnished by Developer under this Agreement.
- (c) All amounts payable or accrued to Developer under this Agreement shall become immediately due and payable.
- (d) All rights and licenses granted to Client under this Agreement shall immediately terminate.

#### 19. Taxes

Client shall be responsible to pay all federal, state or local sales taxes.

#### 20. Developer an Independent Contractor

Developer is an independent contractor, and neither Developer nor Developer's staff is, or shall be deemed, Client's employees. In its capacity as an independent contractor, Developer agrees and represents, and Client agrees, as follows:

- (a) Developer has the right to perform services for others during the term of this Agreement subject to noncompetition provisions set out in this Agreement, if any.
- (b) Developer has the right to perform the services required by this Agreement at any place or location and at such times as Developer may determine.
- (c) Developer will furnish all equipment and materials used to provide the services required by this Agreement, except to the extent that Developer's work must be performed on or with Client's computer or existing software.
- (d) The services required by this Agreement shall be performed by Developer, or Developer's staff, and Client shall not be required to hire, supervise or pay any assistants to help Developer.
- (f) Developer is responsible for paying all ordinary and necessary expenses of its staff.
- (g) Neither Developer nor Developer's staff shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.
- (h) Neither Developer nor Developer's staff shall be required to devote full-time to the performance of the services required by this Agreement.
- (i) Client shall not provide insurance coverage of any kind for Developer or Developer's staff.
- (j) Client shall not withhold from Developer's compensation any amount that would



normally be withheld from an employee's pay.

## 21. Disputes

If a dispute arises, either party may take the matter to court.

**Mediation and Possible Litigation.** If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected.

Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute.

If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by an arbitrator to be mutually selected. Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. The arbitrator will allocate costs of arbitration, including attorney fees.

## 22. Attorney Fees

If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

## 23. General Provisions

(a) **Complete Agreement:** This Agreement together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

(b) **Modifications to Agreement:** Modifications and amendments to this Agreement, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

(c) **Applicable law:** This Agreement will be governed by the laws of the State of California.

(d) **Notices:** All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given as follows:

1. When delivered personally to the recipient's address as appearing in the introductory paragraph to this Agreement;

2. Three days after being deposited in the United States mails, postage prepaid to the recipient's address as appearing in the introductory paragraph to this Agreement, or
3. When sent by fax or electronic mail. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail, or the recipient delivers a written confirmation of receipt.

(e) No Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

(f) Assignment Prohibited: Developer shall neither assign its rights nor delegate its duties under this agreement without the prior written consent of the Client. Any such purported assignment shall be void and have no effect.

(g) Successors and Assigns: This agreement binds and benefits the heirs, successors and assigns of the parties.

(h) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement will be interpreted so as best to carry out the parties' intent.

#### 24. Signatures

Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

Client:

Developer:

\_\_\_\_\_  
Dr. James Buysse,  
Vice Chancellor, Administration & Finance  
Riverside Community College District

\_\_\_\_\_  
Drew Jorgenson  
President, CEO, Chief Software Arch.  
OmniPlatform Software Corporation

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

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

EXHIBIT A:  
OmniPlatform Software Corporation, Agreement #1705

Developer agrees to provide the following deliverables:

1. Content Management System and domain propagation framework.
2. Install software on application server.
3. Configure application server and database servers to serve the application to users and administrators of software.
4. Software will be accessible to people with disabilities and comply with the Rehabilitation Act of 1973 (amended in 1998).

Price breakdown:

Database design and implementation \$800

Jsp xml tags:

- a. Template tags \$1,000
- b. Content tags (menu,content) \$2,500

Domain/subdirectory creation and propagation tools \$1,000

UI integration with backend J2EE code framework:

- a. User end application (site manager, page editor, help/faq) \$1,000
- b. Administrator end application (system, domains, users, templates) \$1,200

Total: \$7,500.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-4-a

Date: October 18, 2005

Subject: Contract with First 5 Riverside County Children and Families Commission

Background: Presented for the Board's review and consideration is a contract between Riverside Community College District and First 5 Riverside, Riverside County Children and Families Commission to provide funds for Early Childhood Education community and staff development from July 1, 2005 through June 30, 2006. The grant funding is in the amount of \$37,165.00 and will support professional development training that is being planned for fall 2005, winter and spring semesters 2006. The focus of training is on the integration of assessment strategies into college academic coursework and children's center lab schools. Funding source: First 5 Riverside, Riverside County Children and Families Commission Faculty and Staff Training Grant.

The funding agency 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, the vendor 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 Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for July 1, 2005 through June 30, 2006, in the amount of \$37,165.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Irv Hendrick  
Dean of Education  
Debbie Whitaker-Meneses  
Associate Dean, Early Childhood Studies

## FIRST 5 RIVERSIDE

### Riverside County Children & Families Commission

A public entity funded from Proposition 10 tobacco tax funds to provide comprehensive improvement in child development services for children prenatal through age five and their families.

June 20, 2005

#### MEMBERS

Jean Benson  
Chair

Susan Loew  
Vice-Chair

Connie Beasley

Yolanda Carrillo

Dr. Gary Feldnian

Dr. David Long  
County  
Superintendent of  
Schools

Jeff Stone County  
Supervisor

Jerry Wengerd

County Board  
Alternate:  
Roy Wilson  
County  
Supervisor

#### STAFF

Harry Freedman  
Executive  
Director

Stella M. Smith  
Deputy  
Director

Riverside Community College  
Attn: Deborah Cazares, Instructor  
4800 Magnolia Avenue Riverside, CA 92506-1299

RE: Fiscal Year 2005/2006 Contract #06-9415 OP

Dear Ms. Cazares:

Enclosed are two originals of the above referenced Contract for your signature. Please sign and date both originals where specified and return both originals to the Commission by noon, June 24, 2005. Your contract has been scheduled for consideration by the Commission at its next scheduled meeting on Monday, June 27, 2005, at 1:30 p.m. You are encouraged to attend this meeting.

You will notice some changes to the contract for this year. On May 23, 2005, the Commission reviewed and approved a modified contract template for Fiscal Year 2005-2006, which will become effective July 1, 2005. The new contract contains several changes that improves the overall structure and provides clarity regarding the contractual requirements and Commission options related to non-compliance. The key changes are as follows:

Section 9: Performance Target Outline (PTO) / Scope of Work (SOW)

Current: The 04/05 contract incorporates a PTO, which includes a summary description of the program, milestones related to achievement of goals, product steps, assumptions, and target verification.

New: The 05/06 contract incorporates a Scope of Work (SOW), which will describe in basic and quantitative terms, the objectives to be achieved in connection with First 5 Riverside funding. A scaled down version of the PTO will also be attached to the contract, which will reflect measurable results of the contracted services.

Sections 8, 10, 12, 18: Reimbursement and Reporting

Current: The 04/05 contract language stipulates that Quarterly reports reflecting program status, progress, and expenditures are submitted 30 days after the end of each quarter.

New: The 05/06 contract language includes a requirement of monthly program and fiscal input in the RESULTbase system by the fifth (5<sup>th</sup>) working day of the following month. This information will be used to reconcile advance quarterly payments in a more timely manner. Quarterly program and fiscal reports of all expenditures shall be entered and reported within the RESULTbase system within thirty (30) calendar days after the end of the quarter.

New: The 05/06 contract language stipulates, where appropriate, the Partner Agency will participate in the ongoing development of the evaluative process. Language regarding participation has been clarified, strengthened and reiterates the monthly program and fiscal RESULTbase system input obligation.

Sections 9, 10: Approval of Changes to the SOW and PTO

Current: The 04/05 language allows the Executive Director to consider PTO revisions and provide final approval and to recommend that substantive changes be approved by the Commission.

New: The 05/06 language clarifies the process for making such requests and provides discretion to the Executive Director to determine when substantive changes require formal approval of the Commission. Emphasis is placed on the Executive Director role with regard to approval of changes, both minor and substantial which impact the performance targets.

Attachment C: Budget

In fiscal year 05/06 the budget is a detailed line item budget and a separate budget must accompany each PTO.

Our staff is available to address any questions or concerns related to the outlined changes. We appreciate the continuous effort demonstrated by our program partners to provide excellent service within the Riverside community.

Sincerely,

Stella M. Smith  
Deputy Director

2002 Iowa Ave, Suite 100, Riverside, CA 92507-2423  
Telephone (951) 248-0014 • (800) 266-3880  
Fax (951) 248-0079 • TDD (951) 321-0063

RIVERSIDE COUNTY CHILDREN AND FAMILIES  
 COMMISSION CONTRACT INVESTMENT OF FUNDS  
 2002 Iowa Avenue Suite 100  
 Riverside, California 92507

RCCFC AWARD: 06-9415 OP  
 PARTNER AGENCY: Riverside Community College  
 CONTRACT TERM 7/1/05-6/30/06  
 MAXIMUM REIMBURSABLE AMOUNT: \$37,165.00  
 TAX IDENTIFICATION NUMBER On File

Partner Agency designated above is hereby certified for an investment of funds in an amount not to exceed \$ 37,165.00 as awarded by the Riverside County Children and Families Commission (Commission), provided pursuant to Proposition 10, to provide services and results as set forth in Attachments A and B (attached hereto and in the Application Form for fiscal year 05/06 with attachments thereto) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Commission and Partner Agency have executed this Contract.

Authorized Signature for Commission:	Authorized Signature for Partner Agency:
Printed Name of Person Signing Harry Freedman:	Printed Name of Person Signing: James L. Buysse
Title: Executive Director	Title: Vice Chancellor Administration & Finance
Address: 2002 Iowa Avenue, Suite 100, Riverside, CA 92507-2423	Address: 4800 Magnolia Ave. Riverside, CA 92506-1299
Date:	Date:
Attest:	
Title: Commission Secretary	Date:



RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

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## Terms and Conditions

### 1. NOTICES

All correspondence and notices required or contemplated by this contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

Commission:

Harry Freedman, Executive Director  
2002 Iowa Avenue, Suite 100  
Riverside, California 92507

Partner Agency

Riverside Community College  
4800 Magnolia Avenue  
Riverside, CA 92506-1299

Or to such other addresses as the parties may hereafter designate.

### 2. SOURCE AND SCOPE OF CONTRACT

- A. This award Contract is valid and enforceable only if sufficient funds are available to the Commission from the California Children and Families Commission for the fiscal year 2005/2006 for the purposes of this program. In addition, this Contract is subject to any additional restrictions, limitations, or conditions enacted by the State of California, which may affect the provisions, terms, or funding of this Contract in any manner.
- B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this Contract shall be amended to reflect any reduction in funds.
- C. The Commission retains the option to amend the Contract to reflect any reduction of funds.

### 3. DEFINITIONS

The following are terms included within the Terms and Conditions of the Contract as defined by the Riverside County Children & Families Commission:

**Commission:** The Riverside County Children & Families Commission and assembly of Commissioners, responsible for directing Proposition 10 funds at the county level.

**Customer:** Customers are individuals who directly interact with an organization's product and its implementers. This interaction is intended to result in a change in behavior, condition, and satisfaction for those being served.

**Partner Agency:** The government or other legal entity to which a Contract is awarded and which shall be accountable to the Commission for the use of funds provided.

**Performance Target:** The specific results that a partner agency receiving investment will commit to achieve.

**Performance Target Outline (PTO):** A plan prepared by an individual or entity, a summary of which is included as Attachment B of the Contract, to describe the quantitative and qualitative results of the investment received from the Commission and the means by which they intend to achieve those results.

**Product:** A program or service with specific core features. In target planning, a product is described in terms of a benefit or value to a customer.

**RESULTbase:** An online data management system used to collect and analyze client demographics, services, and milestone performances.

**Scope of Work (SOW):** A documented and quantitative description of the project's deliverables (i.e. what you are funded to do). See Attachment A.

#### 4. TERM

The term of this Contract shall be from July 1, 2005, to and including June 30, 2006. Funds shall not be automatically renewed by the Commission upon or after the term of the Contract except by formal amendment approved by the Commission.

#### 5. COMPLIANCE, DISALLOWANCE. WITHHOLDING

If Partner Agency fails to comply with the conditions of this Contract, the Commission may; temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost or activity not in compliance and/or request repayment to Commission if any disallowance is rendered after audit findings.

#### 6. TERMINATION

- A. **By Commission:** Commission may, by written notice to Partner Agency terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, Partner Agency shall immediately discontinue all services affected (unless the notice directs otherwise).

1. Termination for no cause. The Commission may terminate this Contract upon thirty (30) calendar days written notice for no cause. Following notice of such termination, Partner Agency shall notify the Commission as to the status of its performance. Notwithstanding any other payment provision of this Contract, Commission shall pay Partner Agency for service performed to the date of termination, to include a prorated amount of compensation due hereunder, less payments, if any, previously made. In no event shall Partner Agency be paid an amount in excess of the full price under this Contract or for unperformed services. Partner Agency shall furnish to Commission such financial information as is necessary in the judgment of the Commission to determine the reasonable value of the services rendered by Partner Agency. In the event of a dispute as to the reasonable value of the services rendered by Partner Agency, the decision of the Commission shall be final. The foregoing is cumulative and shall not affect any right or remedy, which Commission may have in law or equity.
2. Termination for cause:
  - a. Due to Default or Breach of Contract. Upon default by the Partner Agency in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment B of this Contract, Commission may immediately terminate this Contract by written notice, which shall be effective upon receipt by Partner Agency.
  - b. Due to Health and Safety Concerns of Clients. The Commission may immediately terminate this Contract, at the sole discretion of the Commission when the Partner Agency has been accused and/or found to be in violation of any county, state, or federal law and regulation related to the health and safety of clients. Contract may also be immediately terminated at the sole discretion of Commission if the Partner Agency fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are at risk by Partner Agency.
  - c. Due to Non-Appropriation. Termination may occur if no funds or insufficient funds are available for payments. After this Contract is terminated under these provisions, Commission shall have no obligation to make further payments. Termination shall be effective immediately upon written notification of the decrease or elimination of funds.
  - d. Due to Non-Compliance. Termination may occur if Partner Agency fails

to provide Commission with any reports, data, and/or information as required in this Contract.

- B. By Partner Agency: Partner Agency may terminate this Contract upon thirty (30) calendar days written notice to Commission.

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

Funds received pursuant to this Contract shall not be used to supplant any program of Partner Agency. Funds shall ONLY be used to supplement Partner Agency's program. The Commission endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Act), all monies raised pursuant to the Act shall be appropriated and expended by Partner Agency only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant local general funds. Further, expenditures are prohibited for use to fund any existing levels of service.

8. RESULTS AND OUTCOMES MANAGEMENT

- A. The Commission continues to refine its evaluative processes that will assist the Commission, its Partner Agencies and the community to successfully implement, increase, and measure the impact of the Children and Families Act in Riverside County. Where appropriate, Partner Agency agrees to participate in the ongoing development of these evaluative processes. Specific areas may include, but are not limited to, the development of outcomes for programmatic performance, standards for service delivery and assessment tools for early care and education. Partner Agency agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by Commission. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress and Result Reports, utilization of Commission developed reporting systems and monitoring formats and required training to familiarize and implement the results based accountability framework and entry of program and fiscal data as required.

9. PERFORMANCE TARGET OUTLINE (PTO) AND SCOPE OF WORK (SOW)

- A. Agencies will be required to submit and adhere to a PTO and SOW approved by First 5 Riverside. The PTO's will accurately reflect measurable results of services

provided through First 5 Riverside funding. The Scope of Work will provide a quantitative description of the program(s) objectives to be achieved in connection with First 5 Riverside funding.

- B. PTO and SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of the contract but which constitute a significant change to program performance targets shall be accepted for consideration throughout the term of this contract. Request for these types of PTO and SOW adjustments must be submitted to the Commission office in writing or via e-mail. Upon approval, Partner Agencies will receive either written or e-mail verification from the Executive Director or designee. All changes will be incorporated into the Contract and shall become effective on the date of written approval from the Executive Director. Documentation of the approval and referenced changes will be kept on file.
  
- C. PTO and/or SOW revisions that are considered significant changes to program performance targets but which affect the overall deliverables of the contract include the following: changes that result in the type or number of customers served, new staff positions or major staff changes, changes in the Performance Target and Product. These changes will be considered by the Executive Director upon written request of the Partner Agency after October 31st and throughout the current fiscal year. PTO and/or SOW revisions shall be submitted to the Executive Director via the Program Specialist assigned to the Partner Agency and will be inclusive of changes that result in the type or number of customers served, new staff positions or major staff changes, changes in the Performance Target(s) and Product. The Executive Director or designee will respond to the proposed request for SOW/PTO revisions within thirty (30) calendar days after receipt at the Commission office. Final approval of any proposed revisions to the SOW/PTO shall require the written approval of the Executive Director. Substantive changes, as determined by the Executive Director, shall not be effective until formal approval is obtained from the Commission. All changes will be incorporated into the Contract and shall become effective on the date of written approval from the Executive Director and/or Commission.
  
- D. Partner Agency agrees to obtain "voluntary" consent using the First 5 Riverside Consent Form for any customer entered into the RESULTbase system. Partner Agency also agrees to maintain the original signed Consent Form on file for First 5 Riverside to review as necessary. Each customer is to receive a copy of the signed Consent Form.



10. ALLOCATION OF FUNDS FROM THE COMMISSION

Partner Agencies must provide a detailed budget that outlines the allocation provided by the Commission. Commission shall allocate the funds to Partner Agency as follows:

- A. All funds provided pursuant to this Contract shall be expended by Partner Agency in accordance with the budget, as set forth in Attachment C hereto.
- B. Funds shall be disbursed quarterly based on the funding amount, not to exceed a quarter apportionment. The Executive Director, or designee, reserves the right to withhold or reduce disbursement of funds if Partner Agency fails to submit all completed quarterly reports by the indicated due date, if reported expenditures fall below projections, if results achieved are not as projected with no effort made to improve or if the Partner Agency is not in compliance with this Contract.
- C. Fiscal expenditures shall be entered for each month by the fifth working day of the following month. Quarterly reports of all expenditures shall be entered into the RESULTbase system within thirty (30) calendar days after the end of the quarter. An e-mail must be sent to [First5@rccfc.org](mailto:First5@rccfc.org) on or before quarterly report due date, to certify the validity of the fiscal report. Upon receipt of the validating e-mail, a fiscal report is generated by the Commission. If the due date falls on a weekend or holiday, the due date will be on the following business day.
  - QUARTER 1: October 30
  - QUARTER 2: January 30
  - QUARTER 3: April 30
  - QUARTER 4: July 30
- D. Extensions may be granted upon request from the Partner Agency if submitted on or before the due date. Such requests shall be directed through the Program Specialist assigned to the Partner. Quarterly fiscal reports that are not complete by the due date may cause a delay in the receipt of the next quarterly payment, withholding of quarterly payment, or affect future contract opportunities with the Commission.
- E. Any changes that occur with expenditures must be reported to Commission staff and adjusted within RESULTbase before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in December (2<sup>nd</sup> Quarter), as reported in the January 30 report, must be adjusted and reconciled before the end of the 3<sup>rd</sup> Quarter (March 30), as reported in the April 30 report.

- F. The Commission will send a letter verifying the payment allocations or notification of payments withheld. If a payment is due, a check will be attached to the letter and mailed to the attention of the person designated by the Partner Agency. Changes in the mailing address or designated contact person must be submitted in writing on the Partner Agency letterhead and signed by an authorized representative. Check amounts exceeding \$250,000 will not be mailed and arrangements must be made to pick up the check at the Commission office. If requested by Partner Agency, the check can also be mailed via Certified mail.

## 11. REIMBURSEMENT OF FUNDS TO THE COMMISSION

If Partner Agency has been overpaid, including fourth quarter expenses, the Commission will allow, in instances where the Contract is renewed, those program funds to be carried forward into the Partner Agency's new Contract period and will reduce the second and subsequent quarterly payments by an amount not to exceed the overpayment.

Notwithstanding any other provision herein, Partner Agency agrees to reimburse, in full, any and all funds received from the Commission, upon request of the Commission, where such funds as determined by the Commission are not, or have not been utilized by Partner Agency for their purpose as intended by the Commission. The terms and conditions of reimbursement shall be the sole discretion of the Commission.

## 12. RCCFC FISCAL REQUIREMENTS

### A. Interest Accounts

Where not restricted by applicable law, Partner Agency shall maintain all funds received from the Commission in a separate, interest bearing bank account.

Where such separate accounts are allowable, the Partner Agency shall identify all interest earned on such funds. If Partner Agency is unable to maintain the funds in a separate account, Partner Agency shall have methods in place for identifying any and all Commission funds and applicable interest where not restricted by applicable law. Where not restricted by applicable law, interest shall be accounted for on a quarterly basis in the quarterly reports. Partner Agencies shall appropriate accumulated interest within the approved Commission program budget and may expend such funds by the end of the Contract term. All interest earned funds not spent by the end of the program year shall be returned by Partner Agency, including any balance of unused Commission monies.

### B. Budget Adjustments

The Executive Director, or designee, will accept proposed budget adjustments from Partner Agencies during the current fiscal year. The Executive Director, or

designee, will respond to budget adjustments within thirty (30) calendar days after receipt at the Commission office. A transfer of no more than 10% (per fiscal year) of the total Contract amount may be made without prior written approval of the Executive Director, or designee, but written justification from the Partner Agency is required in the Program Progress Report submitted for the quarter in which the transfer is made. Budget adjustments will not change the total Contract amount and additional line items are not to be included. Failure of the Commission to discover or object to any unsatisfactory quarterly fiscal reports prior to payment will not constitute a waiver of Commission's right to require Partner Agency to correct such quarterly reports.

C. Budget Revisions

Budget revisions are requests to transfer more than 10% of the total Contract amount and/or the addition of line items that were not previously approved. The Executive Director, or designee, will accept proposed budget revisions along with written justification from Partner Agencies during the current fiscal year. Budget revisions will not be accepted after June 30 of the current fiscal year. The Executive Director, or designee, will respond to budget revisions within thirty (30) calendar days after receipt at the Commission office.

D. Amendments

Necessity for amendments to this contract will be determined by the Executive Director and may include, but are not limited to Contract increases or decreases and significant changes to the Scope of Work (SOW) and/or Performance Target Outline (PTO). All amendments to the Contract shall require formal approval of the Commission, as provided herein, before they are effective.

E. Cost Allocation

Partner Agency shall have a cost allocation system to identify prorated costs by funding source.

F. Overhead/Indirect Costs

1. Indirect costs shall be based on a Board approved cost allocation plan or state/federal approved rate not to exceed 10%. These costs will be reviewed and approved on a case-by-case basis. The indirect rate shall not be applied to any funds passed through to other agencies for services contained in the attached PTO (Attachment B).
2. A pass through is defined as those instances where the Partner Agency forwards funds obtained from First 5 Riverside to a subcontractor and the

Commission maintains no relationship or responsibility for the performance of the subcontractor. In such cases, the Partner Agency remains responsible for outcomes to be produced by the subcontractor and the accurate reflection of costs associated with securing subcontracted services. First 5 Riverside funds shall not be used in a manner that will cause payment for indirect costs with the Partner Agency's funded program more than once. Indirect costs of subcontractors shall be included in the Partner Agency's approved budget as an "Indirect Line Item."

G. Revenues Received

If Partner Agency receives other revenues to operate the First 5 Riverside funded project, such revenues shall be reflected as revenue and expenses within the program budget.

H. Payroll Taxes

Commission shall not be directly responsible for the payment of any taxes on the Partner Agency's behalf. In the event that the Commission is required to do so by state, federal, or local taxing agencies, Partner Agency agrees to promptly reimburse Commission for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but are not limited to the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and worker's compensation insurance.

13. PARTNER AGENCY FISCAL REQUIREMENTS

A. Each Partner Agency shall provide a copy of their annual financial audit to the Commission covering the fiscal year that funds are received or services provided pursuant to this Contract. The annual audit shall be performed by an independent auditor, or duly authorized representative of the federal government, state, or county using generally accepted accounting principles.

B. Such audits shall be submitted to the Executive Director, or designee, within one hundred and eighty (180) calendar days of the end of the fiscal year. Proposition 10 funds must be identified separately within the financial audit. Separate identification (Schedule) must include a summarization of Proposition 10 revenues and expenditures for the time period.

C. Each Partner Agency shall be able to clearly document the staff time charged to Proposition 10 funding.

14. INVENTORIABLE EQUIPMENT/VEHICLES

A. The title of vehicles or property derived from approved purchases funded by the

Commission shall be maintained by the Partner Agency for the uses and purposes provided; Partner Agency shall administer such property only for the purposes for which they were granted.

- B. The Commission considers equipment as items purchased with Proposition 10 funds that cost \$1,000 or more. For any and all equipment purchases meeting this criterion. Partner Agency shall inventory and report such items on the Commission Inventory Record Form. This record must accompany Partner Agency's final Quarterly Reports submitted at the end of the Contract period. Applicable receipts must be maintained by the Partner Agency to validate expenditures during Commission monitoring visits. Ownership and documentation of vehicles shall be maintained by the Partner Agency. Partner Agency shall submit a copy of the pink slip regarding vehicle ownership with the final Quarterly Reports. It is understood that the Partner Agency is liable for any/all liability and damages resulting from the misuse of equipment/vehicles purchased with Proposition 10 funds. Equipment/vehicles shall not be used for personal use by the Partner Agency, and/or their employees, agents, subcontractors, and/or collaborating partners.

15. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under Partner Agency's control or ownership that was acquired or improved in whole or in part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between Commission and Partner Agency, where the original cost exceeded one thousand dollars (\$1,000.00) shall either be, at the election of the Commission as determined by the Executive Director, or designee: (1) used by Partner Agency for the services described in Exhibit A for a period of five (5) years after termination or expiration of this Contract, unless a longer period is specified in Exhibit A; or (2) disposed of and proceeds paid to Commission in a manner that results in Commission being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to Partner Agency's out of pocket expenditures using non-commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

- A. In furtherance of the foregoing, if Commission selects continued use of the capital asset, as provided herein, the Partner Agency hereby agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. The foregoing covenant shall survive the termination or expiration of this Contract and shall be actionable at law or in equity by Commission against Partner Agency and its successors in interest.

- B. In the event Commission selects disposition of the subject real or personal property, then Partner Agency shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to Commission upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

16. TOBACCO CONTROL POLICY

Partner Agency shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. Partner Agency shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff being paid from Commission funded activities. The Comprehensive Tobacco Control Policy is set forth as Attachment D hereto.

17. CONDUCT OF BUSINESS

- A. Partner Agency shall be in compliance, and shall remain in compliance with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.
- B. Partner Agency shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations or requirements.
- C. Partner Agency shall obtain and shall maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.
- D. Partner Agency shall immediately notify Commission upon the filing of any action in bankruptcy.
- E. Partner Agency shall immediately notify Commission upon the commencement of any litigation, whether Partner Agency is the plaintiff or defendant, where such litigation may interfere with the ability of Partner Agency to perform its duties under this Contract, and where the Commission is not a party to such litigation.

- F. Partner Agency shall immediately notify Commission upon the commencement of any investigation, and/or activity by a regulatory agency against Partner Agency, which may interfere with the ability of Partner Agency to perform its duties under this Contract.

18. RECORDS MANAGEMENT AND MAINTENANCE

- A. The Partner Agency shall make such reports to the Commission in such form and containing such information as may be required by the Commission.
- B. Partner Agency shall input all the data necessary to generate the quarterly report to the Commission on a monthly basis and file quarterly reports within thirty (30) calendar days of the end of the quarter, and at the end of the term of the Contract:
  - 1. Quarterly Fiscal Report Forms using RESULTbase as required by the Commission;
  - 2. All the quarterly data necessary to generate demographic, service utilization, results, and aggregate activity reports;
  - 3. Submission of the Program Progress Report on a quarterly basis;
  - 4. Submission of the Inventory Record Form to be part of the fourth quarter reports.
- C. Final Reports at the conclusion of the term of the Contract using RESULTbase as required by the Commission.
- D. Partner Agency shall retain such reports, and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect or until any county, state or federal audit are completed, whichever is later. This obligation is not terminated upon termination of this Contract, whether by recessions or otherwise. Partner Agency agrees to require any subcontractors to retain all records associated with the Contract for the same time period.
- E. Books and records shall be maintained in accordance with general accounting standards for books and record keeping.
- F. Where medical records, and/or client records are generated under this Contract, Partner Agency shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability

Act of 1996 (HIPPA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

- G. Each Partner Agency must maintain a written customer confidentiality policy and maintain a written protocol to ensure Partner Agency staff are aware of and abide by said policy to include a signed confidentiality agreement.

19. PUBLIC DISCLOSURE OF DOCUMENTS

Partner Agency acknowledges and agrees that information, communications, and documents given by or to the Commission, and meetings involving Commission members, staff, or advisory committee members may be subject to applicable law on public disclosures and/or public meetings. Partner Agency shall cooperate with the Commission in order that it may fully comply with the requirements of such laws and regulations.

20. INSPECTIONS AND CONTRACT MONITORING BY COMMISSION

- A. The Commission shall review, audit, and inspect the Partner Agency through Quarterly Monitoring visits for compliance with the terms of this Contract. All books, financial records, and program records including verification of target and milestone achievements of the Partner Agency relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the Commission staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at Partner Agency's place of business or at such other mutually agreeable location in California.
- B. Upon completion of the monitoring visit, the Partner Agency will be mailed a report summarizing the results of the monitoring visit within forty five (45) calendar days of the report. Upon receipt, the Partner Agency may be required to respond to concerns or requests as specified in the monitoring report within thirty (30) calendar days of receipt.

21. GOVERNING LAW AND VENUE

- A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.
- B. This Contract, and its construction and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the



event any provision in this Contract 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.

- C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.
- D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

## 22. PARTNER AGENCY SUBCONTRACTS

Partner Agency shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. Before initiating programmatic operations. Partner Agency shall enter into a Memorandum of Understanding (MOU) or similar Subcontract with any such organization, with signatures affixed by an official authorized to bind the organization. Partner Agency shall provide said Contract(s) to the Executive Director, or designee.

## 23. PUBLICITY AND ATTRIBUTION REQUIREMENTS

- A. Partner Agency shall include the following acknowledgment of the Commission and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to Commission funded programs. These materials include, but are not limited to the following: brochures, flyers, television, radio and print ads, public service announcements, presentations, telephone hold messages, outdoor ads, and vehicles. The wording of the RCCFC attributions shall be one of the following: "Made possible by funding from First 5 Riverside" or "Funded by First 5 Riverside."
- B. Where appropriate. Partner Agency shall use the approved Commission logo on public education and outreach materials in accordance with the Commission Attribution Standards, incorporated herein by reference, and as may be amended from time to time. The Commission Attribution Standards are set forth as Attachment E hereto.
- C. Partner Agency shall provide Commission staff a copy of all Public Relations pamphlets, brochures, and newsletters fourteen (14) calendar days prior to submitting to print. News releases should be submitted seven (7) days before release is scheduled.

- D. The Commission staff shall provide guidance on procedures for logo usage and printed public relations material. Said information can be obtained in the document library in RESULTbase.

24. POLITICAL/RELIGIOUS AFFILIATIONS

Partner Agency agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the Commission.

25. WORK PRODUCT

- A. Commission shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. Partner Agency shall not release any materials under this section except after prior written approval of Commission.
- B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of Commission. Commission will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

26. SUBCONTRACTOR FOR WORK OR SERVICES

- A. Commission does not recognize subcontractors under this Contract. Commission holds Partner Agency solely responsible for the performance of all duties and obligations under this Contract. Partner Agency agrees and understands that Commission does not enter into, or assume any legal relationship with any subcontractor of Partner Agency for performance under this Contract. Partner Agency agrees to remedy any and all breaches of any Contracts with any subcontractor, and further agrees that Partner Agency may not look to Commission for any payment, liability, or assistance in the remedy of any actual or alleged breach.
- B. Any and all subcontractors) shall conform to all requirements of the Commission and any Contract between the Partner Agency and Commission. Copies of Contracts or MOU's between the Partner Agency, subcontractor and any participating third parties, shall be submitted to the Commission within thirty (30) calendar days from the start date of the Contract.

27. NON-DISCRIMINATION

This Contract hereby incorporates by references the provisions of Title 2, CCR. Section 8107 et seq., as may be amended from time to time. Partner Agency agrees to comply with the provisions of Title 2, CCR, Section 8107 et seq. and further agrees to include this Non-Discrimination clause in any and all subcontracts to perform services under this Contract.

28. INDEPENDENT CONTRACTOR

It is understood and agreed that Partner Agency is an independent contractor and that no relationship of employer-employee exists between the Partner Agency and Commission. The Partner Agency, nor Partner Agency's officers, agents, employees or subcontractors, shall not be entitled to any benefits payable to employees of Commission, including Workers Compensation.

29. INDEMNIFICATION

- A. Partner Agency shall indemnify, and hold harmless Commission, its officers, employees and agents from any liability whatsoever, including wrongful death, based or asserted upon any act or omission of the Partner Agency, its employees, subcontractors and agents relating to or in any way connected with the accomplishment of the work or performance of service under this Contract. As part of the foregoing indemnity. Partner Agency agrees to protect and defend at its own expense, including attorney's fees, Commission, its officers, agents, and employees in any legal action based upon any such alleged acts or omissions.
- B. Where Partner Agency is a public entity, as defined by applicable law, Commission and Partner Agency, to the extent that liability may be imposed on the Commission by the provisions of Government Code Section 895.2, shall be liable for their own acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either Commission or Partner Agency, their employees or representatives, performance or omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the Commission and Partner Agency, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise.
- C. Partner Agency agrees to indemnify Commission for all federal/state withholding or state retirement payments, which Commission may be required to make by the federal or state government as a result of this Contract. If for any reason, Partner

Agency is determined not to be an independent contractor to Commission carrying out the terms of the Contract, such indemnification shall be paid in full to Commission upon sixty (60) calendar days written notice to Partner Agency if a federal and/or state determination is made that such payment is required.

30. INSURANCE

Partner Agency shall obtain, maintain, or cause to be maintained at its sole cost and expense, the following insurance coverages during the term of this Contract:

- A. Professional Liability: Partner Agency shall maintain Professional Liability Insurance providing coverage for performance of work included within this Contract, with a limit of liability of not less than \$ 1,000,000 (As determined by County Risk Management).
- B. Workers Compensation: If Partner Agency has employees as defined by the State of California, Agency shall maintain Worker's Compensation Insurance as prescribed by the laws of the State of California. Policy shall include Employer's Liability with limits not less than \$1,000,000 per person per accident. (As determined by County Risk Management)
- C. Vehicle Liability: If Partner Agency uses any vehicles or mobile equipment in the performance of the obligations under this Contract, Agency shall maintain liability insurance for all owned, non-owned, or hired vehicles in an amount not less than \$ 1,000,000. (As determined by County Risk Management)
- D. General Provisions: The Partner Agency shall cause their insurance carrier(s) to furnish the Commission a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required showing such insurance is in full force and effect for the Contract period. Furthermore, the certificate(s) of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the Commission prior to any material modification or cancellation of such insurance.

31. ASSIGNMENT

This Contract shall not be assigned by Partner Agency, either in whole or in part, without prior written consent of Commission, as approved and authorized by formal action of the Commission.

32. ALTERATION AND/OR AMENDMENT

No alteration, amendment, or variation of the terms of this Contract shall be valid unless

made in writing and signed by the parties hereto, and no oral understanding or Contract not incorporated herein shall be binding on any of the parties hereto. Only the Commission, by formal action, may authorize any alteration or revision to this Contract on behalf of the Commission. The parties expressly recognize that individual Commission members, advisory committee members, or staff to the Commission is without authorization to either change or waive any requirements of this Contract without formal action of the Commission.

33. CONFLICT OF INTEREST

Partner Agency shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Contract.

34. WAIVER AND SEVERABILITY

Any waiver by Commission of any breach of any one (1) or more terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same term of any other term herein. In the event any provision in this Contract 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.

35. DISALLOWANCE

In the event Partner Agency receives payment for services under this Contract, which is later, disallowed for nonconformance with the terms and conditions herein. Partner Agency shall promptly refund the disallowed amount to Commission upon request. Commission retains the option to offset the amount disallowed from any payment due to the Partner Agency under this Contract, or under any other Contract, or Contract between Partner Agency and Commission.

36. OFFICIAL DOCUMENTS

Upon the Contract approval by the Commission, one (1) completed set of this document will be sent to the Partner Agency. Such copy shall be the officially approved Contract for the conduct of the approved project.

37. ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous Contract of any kind of nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Contract shall be by the provisions of the section entitled "alteration and/or amendment" herein.

38. NONEXCLUSIVE CONTRACT

Partner Agency understands that this is not an exclusive Contract and that Commission shall have the right to negotiate with and enter into Contracts with others providing the same or similar services as those provided by Partner Agency as the Commission desires, and at the sole discretion of the Commission.

39. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT

Partner Agency certifies that the individual signing herein has authority to execute this Contract on behalf of Partner Agency, and may legally bind Partner Agency to the terms and conditions of this Contract, and any attachments hereto.

40. COMPLIANCE WITH LAW

Partner Agency shall, at its sole cost and expense, comply with all County, State, and Federal law now in force or which may hereafter be in force with regard to this Contract. The judgment of any court of competent jurisdiction, or the admission of Partner Agency in any action against Partner Agency, whether Commission be a party thereto or not, that Partner Agency has violated any such ordinance or statute, shall be conclusive of that fact as between Partner Agency and Commission.

41. CONFLICTS IN INTERPRETATION

In the event of conflict in interpretation by the parties of the provisions contained in the numbered sections of this Contract and the provisions contained in the Attachments hereto, the provisions of the numbered sections of this Contract shall prevail over those in Attachments hereto.

FIRST 5  
RIVERSIDE  
Riverside County Children & Families Commission  
A public entity funded from Proposition 10 tobacco funds

ATTACHMENT A:  
SCOPE OF WORK  
FY 2005/2006

Partner Agency Name: Riverside Community College

Contract Number: 06-9415

Region Served: East, West, Pass, South, Countywide (circle all that apply)

Partner Agency Program(s) Description: (please provide a description of what you are funded to deliver. Include the main features of the program (s) and quantity of service to be provided.)

The goal during the 2005-2006 year is to train the Riverside Community College faculty on observation and assessment for special needs children in early education and work with them to include assessment issues (as appropriate) into every one of our early childhood courses.

- Workshops, team meetings, and faculty meetings are scheduled periodically throughout the 16-week spring semester.
- There will be one overnight retreat for Faculty from noon on Saturday to noon on Sunday.
- Three trainings for college students and members of the early childhood community will be planned for the 2005-2006 year.
- A resource library to support faculty in integrating inclusion concepts into their college curriculum contains a number of most commonly used assessment tools, and Service Coordinators from the Early Start program at Inland Regional Center have provided their expertise when needed.

Partner Agency Name: Riverside Community College  
Agreement Number: 06-9415

FIRST 5  
RIVERSIDE  
Riverside County Children & Families Commission  
A public entity funded from Proposition 10 tobacco fund

Attachment B:  
PERFORMANCE TARGET OUTLINE SUMMARY  
FY 2005/06

Partner Agency Name: Riverside Community College

Contract Number: 06-9415

Performance Target(s):

Program Name: Core Faculty Retreat

Target(s): The Early Childhood Studies Faculty Training projects to serve 18 RCC faculty in the 05/06 fiscal year.

By June, 2006, of the 18 faculty members participating in special needs curriculum development, 14 will include early childhood observation and assessment course objectives in at least one class assignment

Program Name: Non-Core Community Provider Workshops

Target(s): The Early Childhood Studies Provider Training projects to serve 175 community college students and early childhood providers in Western Riverside County in the 05/06 fiscal year.

By June 30, 2006, of the 175 students and providers who attend a special needs workshop, 120 will report at least one example of how to incorporate workshop objectives into their classroom environment, curriculum, or schedule.

By June 30, 2006, of the 120 providers who report at least one example of how to incorporate workshop objectives; at least 60 will confirm that they have actually incorporated at least one new concept into their classroom environment, curriculum, or schedule within 6 weeks of their attendance at the workshop.



FIRST 5  
RIVERSIDE

Riverside County Children & Families Commission  
A public entity funded from Proposition 10 tobacco funds

Performance Target Outline  
Core/Non-Core

Partner Agency Name:  
Riverside Community College  
Contract Number: 06-9415

Date Draft PTO Submitted:  
May 6, 2005  
Date Final PTO Approved:

Program Title  
Early Childhood Studies Faculty/Staff/  
Provider Training  
Strategic Plan Goal Area(s):  
 Child Care     Health  
 Education

Executive Director:  
Debbie Whitaker-Meneses, Associate  
Dean  
Name and Title of Person Responsible for  
Program:  
Sarah Burnett, Instructor ECS  
Phone: (951) 222-8957  
Email: [Debbie.cazares@rcc.edu](mailto:Debbie.cazares@rcc.edu)

Program Start Date: 10/01/2005  
Program End Date: 5/31/2005

Target Outline Author:  
Debbie Cazares

## Program Summary and Services Description

Who are the core and non-core customers you plan to serve with the program in the new fiscal year? Please be sure to identify any significant customer characteristics and their particular needs your program addresses. Please describe the core and/or non-core services provided in the program. Include the main features of the service and the activities that are a part of that service. Be sure to include the intensity/duration, essential elements, comparative advantages, and delivery strategy. If relevant, include how the specific needs of subgroups are being met, or if you are using any new innovations or a research-based approach. Please differentiate between core and non-core services. If services are delivered at various sites please include that information in the description.

### Program Summary:

Core: The approximately 18 full and part time faculty members of the Early Childhood Studies discipline at all three campuses of Riverside Community College come from various professional backgrounds. Some have infant, toddler and/or preschool experience, while others have an elementary teaching background. Their levels of knowledge in working with children with special needs and their families vary widely. Most are able to assess whether or not a child has special needs and are able to complete an IFSP or IEP correctly. Some work in the early intervention or special education field, while a few have limited or no direct experience. As a result of our trainings over the past four years, most now have incorporated various aspects of inclusion and the NAEYC Code of Ethical Conduct into their college curriculum. Most have concepts such as atypical child development, adaptation of curriculum, and working with families who have children with special needs woven throughout their courses.

Our goal during the 2005-2006 year is to train the faculty on observation and assessment in early childhood and work with them to include assessment issues (as appropriate) into every one of our early childhood courses. Many of our full and part time faculty are not familiar with the appropriate use of assessment in the early childhood classroom (including the types of assessment tools that are available, as well as how to develop a portfolio).

All Early Childhood Studies faculty are eligible for involvement with the program for the length of their employment with Riverside Community College. Involvement is purely voluntary. Workshops, team meetings, and faculty meetings are scheduled periodically throughout the 16-week spring semester. Most meetings last about 1 1/2 hours. There will be one overnight retreat from noon on Saturday to noon on Sunday. Trainings during this retreat will last for four hours Saturday afternoon, two hours Saturday night, and four hours Sunday morning.

Face-to-face interaction in faculty meetings and email are standard forms of communication that have been successful for our Early Childhood Studies department. Blocks of time have been set up for faculty meetings approximately 4 times a semester. Current, up-to-date materials are provided to the faculty. Those faculty members who have expertise in assessment and inclusion are asked to contribute to the discussion and provide resources.

We have been building our resource library to support faculty in integrating inclusion concepts into their college curriculum. We have acquired a number of most commonly used assessment tools, and Service Coordinators from the Early Start program at Inland Regional Center have provided their expertise when needed. We can customize resources and support for individualized needs. Based on the Early Intervention Assistant Competencies developed by the State Department of Developmental Services, course outlines have been revised to reflect the most current knowledge.

Non-core: Approximately 175 early childhood students and child care providers in the Western Riverside County region. It is anticipated that the majority of attendees (70%) will be childcare providers working at center-based programs in the Western Riverside County area, with a few family childcare providers. A smaller number of attendees will be students from a community college or other educational institution who are not currently working in the field.

Attendees are expected to have a wide range of education and experience. The majority will probably have somewhere between 12 units and their Associates Degree in Early Childhood Education or Early Childhood Intervention. Most attendees will probably be relative newcomers to the field with 5 or less years of experience. A few will have more than 10 years of experience.

The trainings will be open to community college students and members of the early childhood community to attend free of charge. Three trainings will be planned for the 2005-2006 year. They will most likely occur in October, February, and April; each will last about 2 hours. They will be held during the evening on the campus of Riverside Community College. Trainings will be conducted by experts in their respective fields. Based on feedback given by attendees at prior workshops, topics may include subjects such as sensory integration, children with challenging behaviors, techniques for teaching social skills, techniques for developing language, and tips for adapting activities for children with special needs. There will be face-to-face interaction, application of knowledge, and use of current materials in each training session.

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We have provided three spaces to describe program services. If there are more services to describe, please copy and paste the "service description" format.

Service Description:

Core Faculty:

- Overnight retreat for full and part time faculty on assessment
- Discussion of topic in monthly faculty meetings
- Individualized training for faculty as needed

Intensity and Duration of service:

- Overnight retreat will last from noon Saturday to noon Sunday (training will be for 6 hours on Saturday, 4 hours on Sunday).
- Monthly faculty meetings last for 1 1/2 hours.
- Individualized training will be on an as-needed basis.

Service Activities List: (Select the activity names from the First 5 Riverside Activity Glossary that apply to the service description above. Please list them below. These will be the service descriptions we will use in RESULTbase system to record service. If you need a unique program activity name for a core service in RESULTbase, please include that in the list below.)

Glossary Activity Name		Program Activity Name (optional)
1	Serving Families and children with disabilities and other special needs	ECS Faculty Retreat
2	Meetings or events for providers	Faculty Meetings
3	Serving Families and children with disabilities and other special needs	Individualized TA
4		
5		

Service Description:

Non-Core Providers and Students: Three trainings open to community college students and early childhood providers on topics related to inclusion of children with special needs.

Intensity and Duration of service:

Each workshop will last about 2 hours and be held on a weekday evening. Workshops will most likely be held during October, February, and April.

Service Activities List: (Select the activity names from the First 5 Riverside Activity Glossary that apply to the service description above. Please list them below. These will be the service descriptions we will use in RESULTbase system to record service. If you need a unique program activity name for a core service in RESULTbase, please include that in the list below.)

Glossary Activity Name		Program Activity Name (optional)
1	Serving Families and children with disabilities and other special needs	
2		
3		
4		
5		

## Performance Targets

What are the performance targets for these core and/or non-core customers? Targets need to include a separate target that indicates the quantity of clients that will be served for the fiscal year and a target that indicates the number of customers that will reach the outcome (based on behavioral change). Please differentiate between core and non-core targets.

Performance Target(s):

Core Faculty Retreat:

The Early Childhood Studies Faculty Training projects to serve 18 RCC faculty in the 05/06 fiscal year.

By June, 2006, of the 18 faculty members participating in special needs curriculum development, 14 will include early childhood observation and assessment course objectives in at least one class assignment.

Non-Core Community Provider Workshops:

The Early Childhood Studies Provider Training projects to serve 175 community college students and early childhood providers in Western Riverside County in the 05/06 fiscal year.

By June 30, 2006, of the 175 students and providers who attend a special needs workshop, 120 will report at least one example of how to incorporate workshop objectives into their classroom environment, curriculum, or schedule.

By June 30, 2006, of the 120 providers who report at least one example of how to incorporate workshop objectives; at least 60 will confirm that they have actually incorporated at least one new concept into their classroom environment, curriculum, or schedule within 6 weeks of their attendance at the workshop.

Performance Target Verification: How will the target achievements be verified? Core: Faculty members will turn in a copy of their syllabus and assignment sheet(s) as confirmation.

Non-core: Attendees will fill out an evaluation form listing workshop objectives. They will be asked to pick two objectives and write examples of implementation strategies for the classroom environment, curriculum, or schedule. Those who attend the training will be asked to address an envelope. This will be used to send a follow-up survey six weeks after the training date the providers who meet the objective in the first target.

## Milestones

List each of the core and/or non-core customer milestones as they occur chronologically as the customers progress toward the performance target. What are the product steps and methods for verifying each milestone?

We have provided three pages to describe milestones. If there are more sets and/or milestones to describe, please copy and paste the format below.

Name: ECS Faculty Training

(1) Milestone:

Faculty will define at least one objective and assignment they would like to add to one of their courses in the Spring 2006 semester.

Product Step(s):

Orient faculty to performance target milestones. Give faculty copies of the Course Outline of Record for each course they teach. Provide faculty time to brainstorm.

Verification Method:

Faculty will turn in evaluation form at end of training indicating for which course they will be including the objective and the tentative assignment they will develop.

---

(2) Milestone:

Faculty will include the assessment objective/assignment on their course syllabus

Product Step(s):

Team meetings to brainstorm with other faculty who teach the same course, resources to consult for ideas, individual consultation with an appropriate person as needed.

Verification Method:

Faculty are required to turn in a copy of their syllabus at the beginning of the semester for each course they teach.

---

(3) Milestone:

Faculty will provide feedback on the progress of their course(s), identify barriers to incorporation of their objective, if applicable, and any resources they have found to address the barriers.

Product Step(s):

Provide information to faculty on an individual basis as needed, hold question and answer sessions at faculty meetings.

Verification Method:

Individual faculty feedback received in person, on the phone, or via email.

Milestones
------------

(1) Milestone:

Student/provider attends workshop session

Product Step(s):

Workshop is provided on a topic of interest to the attendee. Speaker is an expert on the topic of discussion.

Verification Method:

Student/provider is physically in the room.

Projecting Customer Progress
------------------------------

Name: ECS Faculty Training	Hypothetical 100 Customers How Many Will Achieve Each Milestone	Average Time Between Milestones (No. of Days)
Milestones		
1: Faculty defines objective and assignment	100	0
2: Faculty includes assessment objective/assignment on syllabus	95	30
3: Faculty provides feedback on progress/identifies barriers	85	70
Performance Target: (Copied from target section)	77	65

By June 30, 2006, of the 18 faculty members participating in special needs curriculum development, 14 will include childhood observation and assessment course objectives in at least one class assignment.

<b>Projecting Customer Progress</b>
-------------------------------------

Name: Provider Workshops  
Start Date: October 2005

Hypothetical 100  
Customers  
How Many Will  
Achieve Each  
Milestone

Average Time  
Between  
Milestones  
(No. of Days)

Milestones

3:

4:

5:

6:

7:

9:

10:

Performance Target: (Copied from target section)

By June 30, 2006, of the 175 students and providers who attend a special workshop, 120 will report at least one example of how to incorporate workshop objectives into their classroom environment, curriculum, or schedule.

By June 30, 2006, of the 120 providers who report at least one example of how to incorporate workshop objectives: at least 60 will confirm that they have actually incorporated at least one new concept into their classroom environment, or schedule within 6 weeks of their attendance at the workshop.



Financial Resources
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What resources are required to support this program? What portion of the Partner Agency's First 5 Riverside contract amount is allocated to this program? What other funding sources also support this program?

Program Revenue Required	Amount	Percentage
First 5 Riverside Funding	\$37,165	100
Other Funding Source	\$	
Other Funding Source:	\$	
Other Funding Source:	\$	
Total	\$37,165	

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Provide First 5 Riverside with a detailed budget that includes the staffing required to deliver program services. List all the program staff positions and functions associated with the services. Please note which positions are funded by First 5 Riverside, and the appropriate Full Time Equivalency (FTE).

ATTACHMENT C:  
PARTNER AGENCY BUDGET

**FIRST 5 RIVERSIDE**

Riverside County Children & Families Commission

A public entity funded from Proposition 10 tobacco tax funds

Agency Name: Riverside Community College

Contract Number: 06-9415 OP

Program Name: ECS Faculty/Staff/Provider Training

Program Cost \$37,165

**First 5 Riverside Fiscal Budget Form 2005/2006**

Personnel (Position Title Only)	Salary	FTE	Budget
Project Director (approximate)	\$48,000	0.2	\$9,600
Stipend for Faculty who help with course revisions			\$5,000
Clerical Help (40 hours @ \$28/hour)			\$1,400
			\$0
			\$0
<b>Sub Total Personnel</b>			<b>\$16,000</b>
<b>Benefits</b>			
<b>% of Salaries</b>		23.23%	
			\$3,717
<b>Sub Total Benefits</b>			<b>\$3,717</b>

**FIRST 5 RIVERSIDE**

Riverside County Children & Families Commission

A public entity funded from Proposition 10 tobacco tax funds

Agency Name: Riverside Community College

Contract Number: 06-9415 OP

Program Name: ECS Faculty/Staff/Provider Training

Program Cost \$37,165

**First 5 Riverside Fiscal Budget Form 2005/2006**

First 5 Riverside Fiscal Budget Form 2005/2006			
Operating Expenses			
Instructional Supplies/Videos			\$1,200
Printing/Copying			\$300
Office Supplies			\$1,464
Speaker Fees			\$4,000
Food			\$2,000
Postage			\$300
Overnight Conference			\$8,184
		<b>Sub Total Operating Expenses</b>	<b>\$17,488</b>
Equipment (Under \$1000)			
		<b>Sub Total Equipment</b>	<b>\$0</b>

**FIRST 5 RIVERSIDE**

Riverside County Children & Families Commission

A public entity funded from Proposition 10 tobacco tax funds

Agency Name: Riverside Community College

Contract Number: 06-9415 OP

Program Name: ECS Faculty/Staff/Provider Training

Program Cost \$37,165

<b>First 5 Riverside Fiscal Budget Form 2005/2006</b>			
Equipment (Over \$1000)			
	<b>Sub Total Operating Expenses</b>		<b>\$0</b>
Indirect Expense (not to exceed 10%)	Board Approved %		
	0.00%		\$0
	<b>Sub Total Indirect</b>		<b>\$0</b>
	<b>First 5 Total Budget</b>		<b>\$37,165</b>

ATTACHMENT D:  
COMPREHENSIVE TOBACCO CONTROL POLICY

As a material condition of the Contract, the Partner Agency shall agree that the Partner Agency and the Partner Agency's employees, while receiving funding from the Commission:

1. Shall not use/possess tobacco products while using the Partner Agency's property e.g., vehicle, equipment;
2. Shall not sell, offer, or provide tobacco products on Partner Agency's premises;
3. Shall participate in Commission sponsored in-service trainings on tobacco education and cessation and will have tobacco education and cessation materials visibly available and accessible to clients participating in activities funded by the Commission;
4. Shall assure that the Partner Agency and its employees have no current business association or relationship with the tobacco industry, and further agrees to neither accept nor solicit financial contributions, sponsorships, gifts, or services from any tobacco company, executive, or tobacco-related function; and
5. Shall make a reasonable effort to divest of all investments in companies that derive 15% or more of their revenues from tobacco.

The Commission may terminate for default or breach of this Contract and any other Contract the Partner Agency has with the Commission, if the Partner Agency or Partner Agency's employees, are determined by the Executive Director, or designee, not to be in compliance with the conditions set forth herein.

## ATTACHMENT E: RCCFC ATTRIBUTION STANDARDS

"Made possible by funding from First 5 Riverside" or "Funded by First 5 Riverside" or "Echo posible por medio de fondos de Primeros 5 Riverside" or "Fondado por Primeros 5 Riverside"

Funded by:

FIRST 5  
RIVERSIDE  
Riverside County Children & Families  
Commission  
A public entity funded from Proposition 10  
tobacco tax funds

Fundado Por:

PRIMEROS 5  
RIVERSIDE  
Comision de Niño's Y Familias del  
Condado de Riverside  
Una entidad publica financiada por los  
impuestos recaudados de la venda de productos de  
tabaco de la Proposicioin 10

### Educational Materials

1. Educational materials are items such as brochures, workbooks, posters, videos, curricula, or games. Materials (in print or electronic formats) produced and distributed for Proposition 10 funded programs shall include the appropriate wording.

### 2. Promotional Materials

Commission attribution shall be included on promotional items such as flyers, banners and other types of signage. However, acknowledgement may be omitted when space limitation is an issue (e.g., buttons, pencils, pens, etc.)

### 3. Media Relations

Attribution to the Commission shall be included in any information distributed to media for the purpose of publicizing a Proposition 10 funded program. This information may include news releases and advisories. Public Service Announcements (PSA's), television and radio advertisements and calendar/event listings.

### 4. Logo Usage

RCCFC's logo shall be used on materials as related to specific First 5 Riverside funded programs. All graphic standards for logos shall be adhered to. Use of the Riverside County Proposition 10 Commission logo is permitted and encouraged, and can be provided in print or electronic formats. Graphic standards for logos shall be adhered to (please refer to RCCFC graphic standards section of this document). Requests for logo should be forwarded to the Commission Public Relations & Media Specialist.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-4-b

Date: October 18, 2005

Subject: Agreement with Don Hackenberg

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Don Hackenberg to provide a one-day workshop on "How to get your children to do what you want them to do" on October 19, 2005, at the RCC Digital Library in an amount not to exceed \$200.00. Funding source: First 5 Riverside, Riverside County Children and Families Commission.

The one-day workshop speaker 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, the vendor 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 Chancellor of Instruction, and Ed Godwin, Director of Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for October 19, 2005, for an amount not to exceed \$200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Irv Hendrick  
Dean of Education



AGREEMENT BETWEEN DON HACKENBERG  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into by and between Riverside Community College District and Don Hackenberg (Speaker) on October 19, 2005.

The parties hereto mutually agree as follows:

1. The speaker agrees to present a workshop on "How to get your children to do what you want them to do," on October 19, 2005.
2. The service outlined in Paragraph 1 will be provided at RCC Digital Library from 6:00-8:00 p.m. The District shall provide the Speaker adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1.
3. The services rendered by the Speaker are subject to review and supervision by the Chancellor and other designated representatives of the District.
4. The term of this agreement shall begin and end October 19, 2005.
5. Payment in consideration of this agreement shall not exceed \$200.00 including Speaker fee and mileage charges.
6. Speaker 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 Speaker.
7. Speaker 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.
8. The vendor in this contract is a consultant that 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 the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

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

---

Don Hackenberg, Speaker

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James L. Buisse  
Vice Chancellor, Administration & Finance  
Riverside Community College

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-4-c

Date: October 18, 2005

Subject: Resolution No. 5-05/06 with California Department of Education

Background: Presented for the Board's review and consideration is a renewal of the Resolution between Riverside Community College District and the California Department of Education. The District has participated in the California Department of Education Childcare Food Program since the 1980's. This program allows the district to provide meals for children enrolled in the Child Development Program. The cost of the program is \$56,421.00 for the year of which approximately \$18,006.00 is reimbursed by the state based on parental income level and the balance of \$38,415.00 is paid by the Child Development Fund This renewal is effective October 1, 2005 through September 30, 2006. Funding source: Child Development Fund and California Department of Education Child and Adult Care Food Program.

The personnel involved in the control of this facility do not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, the vendor 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 Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees ratify Resolution No. 5-05/06, effective October 1, 2005 through September 30, 2006, for a total of \$56,421.00, the Board President sign the resolution, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Irv Hendrick  
Dean of Education  
Debbie Whitaker-Meneses  
Associate Dean, Early Childhood Studies

Resolution No.5-05/06  
Resolution to Participate in  
The California Department of Education  
2005-2006 Childcare Program

WHEREAS, the Riverside Community College District's Child Development Center provides meals for children enrolled in the Child Development Program; and

WHEREAS, the California Department of Education reimburses the Riverside Community College District for these meals based on parental income level; and

WHEREAS, participation in the California Department of Education Childcare Food Program insures that all children enrolled at the District's Child Development Center, regardless of parental income level, are offered meals during their stay at the center;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Riverside Community College District hereby authorizes participation in the California Department of Education 2005-2006 Childcare Food Program.

IT IS FURTHER RESOLVED that Dr. James Buysse is designated the authorized representative of the Board of Trustees, and said representative is further authorized to sign documents pertaining to the 2005-2006 Childcare Food Program.

PASSED AND ADOPTED by the Governing Board of the Riverside Community College District at Riverside, California, this 18<sup>th</sup> day of October 2005 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF RIVERSIDE    )

I, Mark Takano, President of the Governing Board of Riverside Community College District, Riverside County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at the regular meeting thereof at the time and place and by vote stated, which resolution is on file and of record in the office of said Board.

\_\_\_\_\_  
Mark Takano, President, Board of Trustees  
Riverside Community College District

CHILD AND ADULT CARE FOOD PROGRAM		VENDOR NUMBER: 6722-00
2005-06 ANNUAL UPDATE - CENTER SPONSORS NSD 2055-S PAGE 6		AGREEMENT NUMBER: 33-1494-#3A
SECTION IX - CERTIFICATIONS AND SIGNATURES		
CERTIFICATION		
<p>By our signatures below, we certify that all information and documents submitted with the Annual Update are true and correct. We accept, on behalf of the Agency, final administrative and financial responsibility for all Child and Adult Care Food Program (CACFP) at all sites listed on the Schedule A. Reimbursement will be claimed only for meals served to enrolled participants during the hours they are in attendance at sites approved by the California Department of Education (CDE) for the CACFP. All participants in attendance at approved sites will be offered the same meals at no additional charge with no discriminatory physical segregation or other discrimination because of economic need, race, color, national origin, sex, age or disability. The Agency assures the CED that it will adhere to all of the requirements and responsibilities as agreed to in the Agreement to Participate and will follow all CDE and United States Department of Agriculture (USDA) policies and guidance. We understand that information being given on this Annual Update is in connection with the receipt of federal funds and that a deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes and placement of all responsible Principals and the Agency on the USDA's National Disqualified List.</p>		
SIGNATURE OF EXECUTIVE DIRECTOR	PRINT OR TYPE NAME OF EXECUTIVE DIRECTOR James Buisse , Vice Chancellor Admin.& Finance	DATE
DATE OF BIRTH OF EXECUTIVE DIRECTOR (REQUIRED) MONTH DAY YEAR March 9, 1946	COMPLETE MAILING ADDRESS OF EXECUTIVE DIRECTOR (REQUIRED) Riverside Community College, 4800 Magnolia Avenue Riverside, California 92506	
SIGNATURE OF BOARD CHAIR N/A	PRINT OR TYPE NAME OF BOARD CHAIR N/A	DATE
DATE OF BIRTH OF BOARD CHAIR (REQUIRED) MONTH DAY YEAR N/A	COMPLETE MAILING ADDRESS OF BOARD CHAIR (REQUIRED) N/A	
CDE USE ONLY		
REVIEWED AND RECOMMENDED FOR APPROVAL BY (SIGNATURE)	NUTRITION SERVICES REPRESENTATIVE (PRINT NAME)	DATE
APPROVED BY (SIGNATURE)	MANAGER, NUTRITION SERVICES DIVISION (PRINT NAME)	DATE

Reference: US, Department of Agriculture, Catalogue of Federal Domestic Assistance (CFDA) Title Child and Adult Care Food Program, listed as No. 10.558.

**CHILD AND ADULT CARE FOOD PROGRAM**

Vendor Number: 6722-00

2005-06 ANNUAL UPDATE - CENTER SPONSORS

AGREEMENT NUMBER: 33-1494-3A

NSD 2055-S PAGE 5

**SECTION VII - ACCOUNTABILITY INFORMATION -**

**PRIVATE, NONPROFIT, AND PROPRIETARY AGENCIES ONLY**

Identify the principals who have the final responsibility for the administrative and financial actions of the agency by completing the information below. Private, nonprofit agencies: Complete the following list of your governing board of directors. IDENTIFY THE BOARD CHAIR, VICE-CHAIR, TREASURER, AND SECRETARY. • Proprietary agencies: Complete the following list of your agency's principals, owners, and/or board members. (Attach additional pages, if necessary.)

RIVERSIDE COMMUNITY COLLEGE IS A PUBLICLY FUNDED EDUCATIONAL INSTITUTION RATHER THAN A PRIVATE, NON-PROFIT AND PROPRIETARY AGENCY. THEREFORE, LISTING THE BOARD OF TRUSTEES OF RIVERSIDE COMMUNITY COLLEGE IS NOT NEEDED FOR THIS CONTRACT AS DESCRIBED BY SECTION VII ABOVE.

<b>CHILD AND ADULT CARE FOOD PROGRAM</b>		VENDOR NUMBER:
<b>2005-06 ANNUAL UPDATE – CENTER SPONSORS</b>		6722-00
NSD 2055-S PAGE 3		AGREEMENT NUMBER:
		33-1494-3A
<b>B. Annual Center Sponsor Budget: Federal fiscal year, October 1, 2005 - September 30 2006.</b>		
Projected Costs: All estimated program Costs, October 1, 2005 September 30, 2006.		
List the estimated administrative costs charged to the CACFP Administrative costs include eligibility determinations, claims preparation, monitoring, and training. (NOTE: These costs cannot exceed 15% of the CACFP reimbursement.)		
Administrative Labor and Taxes	\$	0
Administrative Benefits	\$	0
Other (describe)	\$	0
<b>Total Estimated Administrative Costs Charged to the CACFP</b>	<b>\$</b>	<b>0</b>
List the estimated administrative costs charged to other income sources. Administrative costs include eligibility determinations, claims preparation, Monitoring, and training. (NOTE: These costs have no limitation.)		
Administrative Labor and Taxes	\$	27,374.00
Administrative Benefits	\$	2,964.00
Other (describe)	\$	0
<b>Total Estimated Administrative Costs Charged to Other Income Sources</b>	<b>\$</b>	<b>30,338.00</b>
List estimated operating costs charged to the CACFP and other income sources.		
Food Costs (Self-Prep or Vended)	\$	19,000.00
Food Service Supplies	\$	2,000.00
Food Service Labor and Related Taxes	\$	5,083.00
Benefits	\$	N/A
Equipment	\$	N/A
Other (describe)	\$	0
Other (describe)	\$	0
<b>Total Estimated Operating Costs</b>	<b>\$</b>	<b>26,083.00</b>
<b>*TOTAL ADMINISTRATIVE AND OPERATING COSTS</b>	<b>\$</b>	<b>56,421.00</b>
Projected Income: All estimated income to support your CACFP costs		
Estimate your CACFP reimbursement for Oct.1, 2005 –Sept. 30, 2006.	\$	13,000.00
List and describe any other sources of income that will be used to cover your CACFP costs that are not covered by your CACFP reimbursement. (For example. - general funds, head start, tuition, donations, client fees.)		
Other Income (describe) Parent Tuition	\$	38,415.00
Other Income (describe) State Bail Out Funds	\$	5,006.00
<b>*GRAND TOTAL OF ALL INCOME AVAILABLE TO OPERATE YOUR CACFP</b>	<b>\$</b>	<b>56,421.00</b>

\*NOTE: These two items need to be the same.

CALIFORNIA DEPARTMENT OF EDUCATION NUTRITION SERVICES DIVISION

CHILD AND ADULT CARE FOOD PROGRAM  
 (REV. 07/05)

VENDOR #: 6722-00

AGREEMENT #:  
 33-1494-#3A

EFFECTIVE: 10-1-2005 UNTIL TERMINATED

**CHILD AND ADULT CARE FOOD PROGRAM  
 AGREEMENT TO PARTICIPATE - CENTER SPONSORS**

NSD 2050A (REV. 07/05) PAGE 8

**FEDERAL FUNDING INFORMATION**

This information is pertinent to the Agency's administrative officer, fiscal officer, and auditing officer.

- |  |  |
|--|--|
| <p>A. Catalogue of Federal Domestic Assistance (CFDA)<br/>         Title: Child and Adult Care Food Program</p> <p>B. CFDA Number: 10.558</p> <p>C. Name of Federal Agency: United States<br/>         Department of Agriculture (USDA)</p> <p>D. Applicable Federal Laws and Regulations: Title 7<br/>         Code of Federal Regulations (CFR), Part 226<br/><br/>         7 CFR, Parts 3016, 3019, and 3052 (as applicable)<br/>         7 CFR, Parts 15, 15a, and 15b<br/>         42 United States Code (USC) 1758, 1759a, 1762a,<br/>         1765, and 1766 (Richard B. Russell, National School<br/>         Lunch Act, as Amended)<br/>         7 USC 1431 and 1446a-1 (Agriculture Act and Food<br/>         and Agriculture Act of 1965)<br/>         Title VI of the Civil Rights Act of 1964<br/>         Title IX of the Education Amendments of 1972<br/>         Age Discrimination Act of 1975</p> | <p>Public Law 93-579, Section 7<br/>         Public Law 108-265, Section 119<br/>         Office of Management and Budget Circulars<br/>         A-87, A-122, and A-133 (as applicable)</p> <p>E. Other Federal References: 48 <i>CFR</i>, Part 31E.<br/>         Public Law 106-554, Consolidated Appropriation Act,<br/>         2001</p> <p>F. Applicable State Laws and References:<br/>         California Education Code<br/>         California Health and Safety Codes</p> |
|--|--|

For Purposes of Compliance with the Office of Management and Budget Circular A-133 Compliance Supplement, the "State Laws and Procedures Applicable to Sub recipients" of the California Department of Education are those State Laws and Procedures applicable to State Agencies.

<b>ON BEHALF OF THE AGENCY:</b>		
I accept, on behalf of the Agency, final administrative and financial responsibility for all CACFP operations at each of the sites listed on the Schedule A. Reimbursement will be claimed only for meals served to enrolled participants during the hours they are in attendance at sites approved by the Department for the CACFP. All participants in attendance at approved sites will be offered the same meals at no additional charge with no discriminatory physical segregation or other discrimination because of economic need, race, color, national origin, sex, age, or disability. The Agency assures the Department that it will adhere to all of the requirements and responsibilities as agreed to in the Agreement to Participate and will follow all Department and USDA policies and guidance. I know that information being given in this Agreement to Participate is in connection with the receipt of federal funds and that a deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes, and placement of all responsible Principals and our Agency on the USDA's National Disqualified List.		
<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>	<b>NAME AND TITLE (PRINT)</b> Dr. James Buysse Vice Chancellor, Administration & Finance	<b>DATE</b>
<b>ON BEHALF OF THE DEPARTMENT:</b> For the State of California, Department of Education, Nutrition Services Division:		
<b>MANAGER</b>		<b>DATE</b>

VENDOR #: 6722-00

AGREEMENT #: 33-1494-3A

**CHILD AND ADULT CARE FOOD PROGRAM** EFFECTIVE: 10-1-2005 UNTIL TERMINATED  
**AGREEMENT TO PARTICIPATE – CENTER SPONSORS**

NSD 2050A (REV. 07105) PAGE 7

- B. Review or monitor each site at least three times per year, with the first review to occur within the four weeks of CACFP operation at all new sites and no more than six months to elapse between reviews. The Agency may use review averaging (an average of three site reviews per year) to meet this requirement. The reviews shall be conducted to complete an assessment of each site's compliance with the CACFP requirements, perform a reconciliation of meal counts over a five-day period, and assess whether a site has corrected problems noted on the previous review(s).
- C. Ensure that at least two of the three required annual reviews are unannounced and at least one of the unannounced reviews is during a meal service
- D. Train key site staff in CACFP duties and responsibilities before beginning CACFP operations and at least once annually thereafter.
- E. Employ the equivalent of one full-time staff person for each 25 to 150 sponsored sites. (Agencies with less than 25 sites are exempt from this requirement.)
- 4. Contracting for Meals (if applicable):
  - A. Comply with the bid and contractual requirements of 7 *CFR* Parts 226.21, 226.22, and 7 *CFR* Part 3016 or 3019 (as applicable) if it contracts with a food service management company and ensure that the company complies with the meal pattern requirements (Schedule B) and maintains menu records and food purchase records in accordance with applicable CACFP guidelines; or
  - B. Ensure that the food service contract contains the provisions specified in 7 *CFR* Part 226.20 if it contracts with a school food service.

**THE DEPARTMENT AND THE AGENCY MUTUALLY AGREE THAT:**

- 1. The Application, the Management Plan, and the Schedules A, B, and C are a part of this Agreement and represent the Agency's approved participation in the CACFP for the duration of this Agreement.
- 2. The Agency may request, in writing, changes to the Agreement or its parts (i.e., Management Plan, Schedules A, B, C, etc.) in accordance with procedures established by the Department.
- 3. The Department may use an audit, investigation, or administrative review as evidence that the Agency or its food service management company has failed to comply with this Agreement. These findings may be used as a basis for the nonpayment of claims for reimbursement, recovery of payments made to the Agency, and/or termination from the CACFP through the serious deficiency process.
- 4. The Agency may terminate this agreement within ten days written notice to the Department in accordance with applicable laws and regulations. No termination of this agreement shall affect the obligation of the Agency to retain records and to make such records available for audit or relieve the Agency of the obligation to repay any funds owed the Department.
- 5. The Department may terminate this agreement in accordance with applicable laws and regulations. No termination of this agreement shall affect the obligation of the Agency to retain records and to make such records available for audit or relieve the Agency of the obligation to repay any funds owed the Department.

This Agreement is effective on the date indicated on page one and continues contingent upon the availability of federal funds or may be terminated as provided for in the Agreement. Reimbursement may commence on the beginning date of this Agreement and continue only if the Agency operates in full compliance with all CACFP requirements.



<b>CHILD AND ADULT CARE FOOD PROGRAM</b>			VENDOR NUMBER: 6722-00		
2005-06 ANNUAL UPDATE - CENTER SPONSORS NSD 2055-S PAGE 1			AGREEMENT NUMBER: 33-1494-3A		
<b>SECTION I - AGENCY INFORMATION</b>					
NOTE: Internal Revenue Service documentation is required for agency name and/or address changes for private, nonprofit, and proprietary (for-profit) agencies. Public agencies must submit notification of name and/or address changes on agency letterhead.					
CURRENT INFORMATION ON FILE			REPORT CHANGES TO CURRENT INFORMATION HERE		
LEGAL NAME OF AGENCY RIVERSIDE COMMUNITY COLLEGE DISTRICT EARLY CHILDHOOD EDUCATION			LEGAL NAME OF AGENCY		
LEGAL MAILING ADDRESS 4800 Magnolia Avenue			LEGAL MAILING ADDRESS		
CITY Riverside	COUNTY # 33	ZIP CODE + 4 92506-1293	CITY	COUNTY	ZIP CODE + 4
AUTHORIZED REPRESENTATIVE JoAnn Storar			AUTHORIZED REPRESENTATIVE		
TELEPHONE NUMBER (951) 739-0068	FAX NUMBER (951) 739-0243		TEL.NO.	FAX NUMBER	
LEGAL STATUS Public	FEDERAL IDENTIFICATION NUMBER 33-0831357		LEGAL STATUS	FEDERAL IDENTIFICATION NUMBER	
AGENCY E-MAIL ADDRESS: <a href="mailto:Joann.Storar@rcc.edu">Joann.Storar@rcc.edu</a> ; <a href="mailto:Debbie.Whitaker@rcc.edu">Debbie.Whitaker@rcc.edu</a>			AGENCY E-MAIL ADDRESS		
<b>SECTION 11 - PROPRIETARY (FOR-PROFIT) CENTERS ONLY</b>					
Proprietary Child Care Centers: The sites must qualify to participate in the Child and Adult Care Food Program (CACFP) on a monthly basis according to one of the options listed below. Indicate the option or					
options and the number of participating sites. (Note that each license is considered a site.)					
<input type="checkbox"/> 25% of enrolled or licensed capacity (lesser of) is free and reduced price eligible. Number of sites ____ and/or					
<input type="checkbox"/> 25% of enrolled or licensed capacity (lesser of) receives partially subsidized childcare. Number of sites ____					
Proprietary Adult Care Centers: The sites must qualify to participate in the CACFP on a monthly basis according to the method listed below. Check the box below and indicate the number of participating sites.					
<input type="checkbox"/> 25% of enrolled adults' care is paid through Title XIX or Title XX: Number of sites ____					

CHILD AND ADULT CARE FOOD PROGRAM  
 AGREEMENT TO PARTICIPATE – CENTER SPONSORS  
 NSD 2050A (REV. 07/05) PAGE 1

VENDOR #: 6722-00  
 AGREEMENT # 33-1494-3A

EFFECTIVE: 10-1-2005 UNTIL TERMINATED

LEGAL NAME OF AGENCY Riverside Community College		COUNTY Riverside
STREET ADDRESS 4800 Magnolia Avenue	CITY Riverside, CA	ZIP CODE + 4 92506

**THIS AGREEMENT IS MADE AND ENTERED INTO:**

In order to carry out the purpose of Section 17 of the National School Lunch Act as amended and the Regulations governing the Child and Adult Care Food Program (CACFP) issued hereunder Title 7, Code of Federal Regulations, Part 226 (7 CFR Part 226), the California Department of Education (hereinafter referred to as the Department) and the Agency (whose name and address appear above) agree to comply with 7 CFR Part 226, and all requirements developed pursuant to and imposed by these regulations which incorporate the Management Plan, Schedule A, Schedule B, and Schedule C by reference. In administering the CACFP in child or adult care centers (hereinafter referred to as sites), the Agency assures the Department it will adhere to all the requirements in the Agreement and to all policies and guidance issued by the Department and the United States Department of Agriculture (USDA).

**THE DEPARTMENT AGREES TO:**

1. Reimburse the Agency for the number of meals served to enrolled children or enrolled eligible adults at the sites approved by the Department as listed on the Schedule A according to the appropriate rate of reimbursement for each meal type. At the Agency's option, the Department will either:  
 Reimburse the Agency according to the total daily counts of meals by type whereby the free, reduced-price, and base claiming percentages derived from the eligible free, reduced-price, and base children or adults are multiplied by the total daily counts of meals served, These figures are multiplied by the appropriate rates of reimbursement for each meal type and eligibility category; or  
 Reimburse the Agency according to the actual daily counts of meals by type served whereby the actual counts of meals served to eligible free, reduced-price, and base children or adults are multiplied by the appropriate rates of reimbursement for each meal type and eligibility category.
2. Notify the Agency of any changes in CACFP requirements.
3. Provide the Agency with annual information to update and/or renew CACFP participation.
4. Provide technical and supervisory assistance to the Agency.
5. Review a newly participating Agency with five or more sites within the first 90 days of CACFP operation.
6. Review the Agency for CACFP compliance at least once every three years. Appointments are usually made for reviews or visits, but may be unannounced.
7. Notify the Agency of any serious deficiencies, whereby the Agency will have the opportunity to correct the deficiencies. If the Agency's corrective action is unacceptable and results in the Department's intent to terminate the Agency's participation in the CACFP, the Agency will be notified of their appeal rights.

CALIFORNIA DEPARTMENT OF EDUCATION NUTRITION SERVICES DIVISION

CHILD AND ADULT CARE FOOD PROGRAM

VENDOR #: 6722-00

(REV. 07/05)

AGREEMENT #: 33-1494-3A

EFFECTIVE: 10-1-2005 UNTIL TERMINATED

## CHILD AND ADULT CARE FOOD PROGRAM AGREEMENT TO PARTICIPATE - CENTER SPONSORS

NSD 2050A (REV. 07/05) PAGE 2

### THE AGENCY AGREES TO:

#### GENERAL PROVISIONS

- 1 Operate a nonprofit food service whereby the director or any of its board members do not profit from self-dealing transactions with any agency in which he/she has a financial interest.
2. Notify the Department of any self-dealing transactions. Self-dealing transactions between a director and the agency on which the director serves as a board member are inherently suspect.
3. Administer the CACFP from an ongoing office site located within the state of California and staffed by permanent administrative personnel during normal business hours.
4. Comply with and meet all requirements in 7 *CFR* Part 226, the CACFP Regulations, the Agreement with the Department, and all Departmental and USDA guidance provided.
5. Issue a nondiscrimination statement on all CACFP materials and display the USDA civil rights poster.
6. Issue an annual public media release.
7. Comply with the CACFP Audit Rule, 7 *CFR* Part 226.8(a) (b) (c) and (d), and the Department's policy and guidance.
8. Not contract with a third party for the management of the CACFP
9. Submit an annual administrative budget to the Department.
10. Purchase CACFP food, supplies, equipment, and other goods and services in accordance with the procurement standards and instructions set forth in 7 *CFR* Part 226.22.
11. Employ an adequate number of management and operational personnel to effectively manage the CACFP at its sites.
12. Use interest earned from an interest-bearing account for the enhancement of the CACFP and maintains proper documentation proving its use, or returns it to the Department upon demand.
13. Remit to the Department all monies owed when:
  - A. The Agency's Agreement is canceled; or
  - B. Demand is made by the Department and all appeals have been exhausted.
14. Remit to the Department reimbursement for meals disallowed during an audit or administrative review, including the portion retained by the Agency for administration.
15. Provide access to all approved sites listed on the Schedule A and make available all accounts and records pertaining to the CACFP to representatives of the Department, the USDA, the United States General Accounting Office, and other authorized agencies through either announced or unannounced reviews during normal hours of operation. During any such reviews, the representatives of the above-cited agencies will show photo identification that demonstrates they are employees of one of the agencies.
16. Provide written notification to all its sites that they are required to comply with Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794).
17. Attend mandatory training provided by the Department.
18. Annually certify compliance with the terms and conditions set forth in the Schedule C.

CHILD AND ADULT CARE FOOD PROGRAM	VENDOR NUMBER: 6722-00
2005-06 ANNUAL UPDATE - CENTER SPONSORS NSD 2055-S PAGE 2	AGREEMENT NUMBER: 33-1494-3A
<b>SECTION III - MEDIA RELEASE</b>	
<p>X Attach a copy of the last Public Media Release announcement that you sent to media agencies.          List, the media agencies, and the dates that you issued the announcement. (Please note that your submission of the Public Media Release to a media agency fulfills the requirement for issuing the Media Release)</p>	
NAME OF MEDIA AGENCY Press Enterprise Riverside	DATE SENT TO MEDIA AGENCY July 1, 2005
NAME OF MEDIA AGENCY	DATE SENT TO MEDIA AGENCY
NAME OF MEDIA AGENCY	DATE SENT TO MEDIA AGENCY
<b>SECTION IV – AMENDMENTS</b>	
<p>A. Amendments to the Management Plan          Does your agency need to make any amendments to the Management Plan you previously submitted:          Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>          If Yes, attach the amendments on separate pages.</p> <p>B. Nondiscrimination Statement          Do you use the USDA nondiscrimination statement on all food program Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>          If No, please attach a copy of your current nondiscrimination statement.</p>	
<b>SECTION V - FINANCIAL INFORMATION</b>	
<p>A. Verification of Program Administrative Costs Charged to the CACFP - 15% Limitation.          Did your agency charge administrative costs to the program for 2004-05? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>          If Yes, answer the following:          Program reimbursement received for 2004-05: (a) _____          Total administrative costs charged to CACFP for 2004-05: (b) _____          Percentage of costs to reimbursement: (c) _____          [(b) +- (a) = (c)]</p>	

July 1, 2005

### Press Release

Riverside Community College Children's Program provides an educational program for infants and children ages six weeks to five years. Our program is open to families of students and staff of Riverside Community College, as well as the general public. Riverside Community College announces sponsorship of the Child and Adult Care Food Program (CACFP).

The United States Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status. Persons with disabilities who require alternate means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD),

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 3 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

Cc: The Press-Enterprise  
R.C.C. Student Services

CALIFORNIA DEPARTMENT OF EDUCATION NUTRITION SERVICES DIVISION

CHILD AND ADULT CARE FOOD PROGRAM  
 (REV. 07/05)

**CHILD AND ADULT CARE FOOD PROGRAM  
 MEAL PATTERN FOR INFANTS**  
 NSD 2050B PAGE 2 (REV. 07/05)

**SCHEDULE B**  
 VENDOR #:6722-00  
 AGREEMENT #: 33-14943A

	BIRTH THROUGH THREE MONTHS	AGES FOUR THROUGH SEVEN MONTHS	AGES EIGHT THROUGH ELEVEN MONTHS
<b>BREAKFAST</b>	4 To 6 FL.OZ. BREASTMILK <sup>1,2,3</sup> OR FORMULA 1,4	.4 To 8 FL. OZ. BREAST MILK <sup>1,2,3</sup> OR FORMULA 1,4 .0 To 3 TBSP. INFANT CEREAL 4,5	6 To 8 FL. OZ. BREAST MILK <sup>1,2,3</sup> OR FORMULA 1,4 .2 To 4 TBSP. INFANT CEREAL 4 1 To 4 TBSP. FRUIT AND/OR VEGETABLE
<b>LUNCH OR SUPPER</b>	4 To 6 FL. OZ. BREAST MILK <sup>1,2,3</sup> OR FORMULA 1,4	4 To 8 FL. OZ. BREAST MILK <sup>1,2,3</sup> OR FORMULA 1,4 0 To 3 TBSP. INFANT CEREAL 4,5 0 To 3 TBSP. FRUIT AND/OR VEGETABLE 5	6 To 8 FL. OZ. BREAST MILK <sup>1,2,3</sup> OR FORMULA 1,4 .2 To 4 TBSP. INFANT CEREAL 4 AND/OR 1 To 4 TBSP. LEAN MEAT, FISH, POULTRY, EGG YOLK, COOKED DRY BEANS OR PEAS OR 1/2 To 2 oz. CHEESE OR 1 To 4 oz. (VOLUME) COTTAGE CHEESE OR 1 To 4 oz. (WEIGHT) CHEESE FOOD OR CHEESE SPREAD 1 To 4 TBSP. FRUIT AND/OR VEGETABLE
<b>AM OR PM SNACK</b>	<sup>1,2,3</sup> 4 To 6 FL OZ. BREAST MILK <sup>1,4</sup> OR FORMULA	<sup>1,2,3</sup> 4 To 6 FL OZ. BREAST MILK <sup>1,4</sup> OR FORMULA	<sup>1,2,3</sup> 2 To 4 FL OZ. BREAST MILK <sup>1,4</sup> FORMULA , OR FRUIT JUICE .0 TO 1/2 SLICE BREAD 5 ' 7 OR 0 To 2 CRACKERS 5,7
<p>1 BREAST MILK OR FORMULA, OR PORTIONS OF BOTH, MAY BE SERVED; HOWEVER, IT IS RECOMMENDED THAT BREAST MILK BE SERVED IN PLACE OF FORMULA FROM BIRTH THROUGH 11 MONTHS.</p> <p>2 FOR SOME BREASTFED INFANTS WHO REGULARLY CONSUME LESS THAN THE MINIMUM AMOUNT OF BREAST MILK PER FEEDING, A SERVING OF LESS THAN THE MINIMUM AMOUNT OF BREAST MILK MAY BE OFFERED, WITH ADDITIONAL BREAST MILK OFFERED IF THE INFANT IS STILL HUNDRY.</p> <p>3. ONLY THE INFANT'S MOTHER CAN PROVIDE BREAST MILK.</p> <p>4. INFANT FORMULA AND DRY INFANT CEREAL MUST BE IRON FORTIFIED.</p> <p>5. A SERVING OF THIS COMPONENT IS REQUIRED ONLY WHEN THE INFANT IS DEVELOPMENTALLY READY TO ACCEPT IT.</p> <p>6, FRUIT JUICE MUST BE FULL STRENGTH (100% JUICE) AND OFFERED FROM A CUP, NOT A BOTTLE, TO PREVENT TOOTH DECAY.</p> <p>7 MUST BE MADE FROM WHOLE GRAIN OR ENRICHED MEAL OR FLOUR.</p>			
<b>CERTIFICATION</b>			
I HEREBY CERTIFY THAT THE AGENCY WILL COMPLY WITH ALL MEAL REQUIREMENTS SET FORTH IN THE FEDERAL REGULATIONS 7 CFR PART 226.20 AND OUTLINED IN THE SCHEDULE B (NSD 2050B). I UNDERSTAND THAT ANY MEAL SERVED THAT DOES NOT MEET THESE REQUIREMENTS CLAIMED FOR REIMBURSEMENT UNDER THE CACFP.			
SIGNATURE OF AUTHORIZED REPRESENTATIVE		TITLE Dr. James Buysse Vice Chancellor, Admin. & Finance	DATE
AGENCY NAME		Riverside Community College	
AGENCY ADDRESS		4800 Magnolia Avenue, Riverside, CA 92506	

CALIFORNIA DEPARTMENT OF EDUCATION NUTRITION SERVICES DIVISION

CHILD AND ADULT CARE FOOD PROGRAM

(REV. 07/05)

**CHILD AND ADULT CARE FOOD PROGRAM**

VENDOR # : 6722-00

**MEAL PATTERN FOR OLDER CHILDREN**

AGREEMENT #: 33-1494-3 A

NSD 2050B PAGE I (REV. 07/05)

BREAKFAST	AGES ONE THROUGH TWO YEARS	AGES THREE THROUGH FIVE YEARS	AGES SIX THROUGH TWELVE YEARS
MILK, FLUID	1/2 CUP	3/4 cup	1 cup
VEGETABLE, FRUIT OR FULL-STRENGTH (100%) JUICE	1/4 cup	1/2 CUP	1/2 CUP
GRAINS/BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC., OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	1/2 SLICE 1/2 SERVING CUP OR% OZ. Cup	1/2 SLICE 1/2 SERVING 1/3 CUP OR 1/2 OZ. 1/4 cup	1 SLICE 1 SERVING 3/4 CUP OR 1 OZ. 1/2 CUP
LUNCH OR SUPPER			
MILK, FLUID	1/2 CUP	3/4 cup	1 cup
VEGETABLE AND/OR FRUIT (TWO OR MORE KINDS)	1/4 CUP TOTAL	1/2 CUP TOTAL	3/4 CUP TOTAL
GRAINS/BREAD (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC., OR COOKED PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	1/2 SLICE 1/2 SERVING 1/4 cup	1/2 SLICE 1/2 SERVING 1/4 cup	1 SLICE 1 SERVING 1/2 CUP
MEAT/MEAT ALTERNATES LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED OR COOKED DRIED BEANS OR DRIED PEAS * OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS- OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES.	1 OZ. 1 oz. 1/4 CUP OR 2 OZ. 1/2 EGG 1/2 CUP OR 4 oz. 1/4 CUP 2 TBSP. 1/2 OZ.**	1 1/2 OZ. 1 1/2 OZ. 3/8 CUP OR 3 oz. 3/4 EGG 3/4 CUP OR 6 oz. 3/8 cup 3 TBSP. 3/4 OZ.**	2 oz. 2 oz. 1/2 CUP OR 4 oz. 1 EGG 1 CUP OR 8 OZ. 1/2 CUP 4 TBSP. 1 oz.**
AM OR PM SUPPLEMENT (SELECT TWO OF THESE FOUR COMPONENTS)**			
MILK, FLUID	1/2 CUP	1/2 CUP	1 cup
VEGETABLE, FRUIT, OR FULL-STRENGTH (100%) JUICE	1/2 CUP	1/2 CUP	3/4 CUP
GRAINS OR BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS.	1/2 SLICE 1/2 SERVING 1/4 CUP OR 1/3 OZ. 1/4 CUP	1/2 SLICE 1/2 SERVING 1/3 CUP OR 1/2 OZ. Cup	1 SLICE 1 SERVING 3/4 CUP OR 1 OZ. 1/2 CUP
MEAT/MEAT ALTERNATES LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED-- OR COOKED DRIED BEANS OR DRIED PEAS* OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES.	1/2 OZ. 1/2 OZ. 1/2 CUP OR 1 OZ. 1/2 EGG 1/4 CUP OR 2 oz. 1/8 cup 1 TBSP. 1/2 OZ.	1/2 OZ. 1/2 OZ. 1/2 CUP OR 1 OZ. 1/2 EGG 1/4 cup OR 2 oz. 1/8 cup 1 TBSP. 1/2 OZ.	1 oz. 1 oz. 1/4 CUP OR 2 oz. 1/2 EGG 1/2 CUP OR 4 oz. 1/4 cup 2 TBSP. 1 oz.

\* DRIED BEANS OR DRIED PEAS MAY BE USED AS A MEAT ALTERNATE OR AS A VEGETABLE COMPONENT, BUT CANNOT BE COUNTED AS BOTH COMPONENTS IN THE SAME MEAL

\*\* NO MORE THAN 50 PERCENT OF THE REQUIREMENT SHALL BE MET WITH NUTS OR SEEDS. NUTS OR SEEDS SHALL BE COMBINED WITH ANOTHER MEAT/MEAT ALTERNATE TO FULFILL THE REQUIREMENT. TO DETERMINE COMBINATIONS, 1 OZ. OF NUTS OR SEEDS IS EQUAL TO 1 OZ. OF COOKED LEAN MEAT, POULTRY, OR FISH. ROASTED PEAS CAN COUNT AS A MEAT ALTERNATE OR VEGETABLE COMPONENT, BUT CANNOT BE COUNTED AS BOTH IN THE SAME MEAL.

\*\*\* JUICE CANNOT BE SERVED WHEN MILK IS SERVED AS THE ONLY OTHER COMPONENT.

\*\*\*\*IF YOGURT IS USED AS THE MEAT ALTERNATE COMPONENT IN SUPPLEMENTS, MILK CANNOT BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT. COMMERCIALY ADDED FRUIT OR NUTS IN FLAVORED YOGURT CANNOT BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT IN SUPPLEMENTS.



CHILD AND ADULT CARE FOOD PROGRAM 2005-06 ANNUAL UPDATE - CENTER SPONSORS NSD 2055-S PAGE 4		VENDOR NUMBER: 6722-00		
		AGREEMENT NUMBER: 33-1494-3A 6722-00		
<b>SECTION VI – TRAINING</b>				
Did you provide key staff, from all sites, with annual mandatory training (appropriate to the level of staff experience and duties) on CACFP meal patterns, meal counts, claims submission and review procedures, record-keeping requirements, and the reimbursement system? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
Did you ensure key staff attended the annual mandatory training you provided? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
Did you ensure appropriate staff attended mandatory training provided by the CDE? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
<b>SECTION VII - ADMINISTRATIVE INFORMATION</b>				
Complete the following CACFP Organization Staffing Pattern: (Attach additional pages if needed.)				
<b>ADMINISTRATIVE LABOR</b>				
	CACFP DUTIES	NAME	TITLE	Who double checks?
	Overall CACFP management	JoAnn Storar	Program Director	Debbie Whitaker
	Maintenance of financial records	Kathleen Bender	Admin. & Finance Accounting Tech	
D	Collection of enrollment documents	Lynne Vazquez Judi Grimes	Site Supervisors	JoAnn Storar
	Collection & certification of eligibility	Lynne Vazquez Judi Grimes	Site Supervisors	JoAnn Storar
	Record consolidation/claim preparation	Jo Ann Storar	Program Director	Debbie Whitaker
	Monitoring	Jo Ann Storar	Program Director	Debbie Whitaker
	Training	JoAnn Storar	Program Director	Debbie Whitaker
	Civil Right Coordinator	JoAnn Storar	Program Director	Debbie Whitaker
S	Other (describe)			
<b>OPERATING LABOR [attach separate page(s) if more than 2 sites]</b>				
	SPECIFIC CACFP DUTIES	STAFF NAME AT SITE 1	STAFF NAME AT SITE 2	
	Maintenance of daily attendance	Lynne Vazquez	Judi Grimes	
V	Menu planning	Jo Ann Storar	Judi Grimes	
A	Menu Production Records	JoAnn Storar	Judi Grimes	
A	Collection of meal transport records	N/A	N/A	
N	Kitchen operations (purchasing & preparing or receiving meals)	Sandy Henes	Judi Grimes	
W	Recording meal counts during meal Service	Pre-school Staff	Pre-school Staff	
S	Other (describe)			

OPERATING LABOR [attach separate page(s) if more than 2 sites]		
SPECIFIC CACFP DUTIES	STAFF NAME AT SITE 3	STAFF NAME AT SITE 4
Maintenance of daily attendance	Jo Ann Storar	Not applicable
Menu planning	JoAnn Storar	
Menu Production Records	JoAnn Storar	
Collection of meal transport records	N/A	
Kitchen operations (purchasing & preparing or receiving meals)	JoAnn Storar	
Recording meal counts during meal service	Preschool Staff	

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5-b

Date: October 18, 2005

Subject: Agreement with David Hunt

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and David Hunt. Mr. Hunt will collaborate with full-time faculty and grant advisors to form an Industry Advisory council and participate on said council, develop a manufacturing strategic plan for the District, be a liaison to area high schools regarding RCCD's manufacturing and engineering technology programs and collaborate on a Summer Innovation Institute. The term of the agreement is October 19, 2005 through September 30, 2006. The Center for Applied Competitive Technologies (CACT) will facilitate all aspects of the performance and required documentation. Total expenses will not exceed \$10,000.00. Funding source: Advanced Technology Education/National Science Foundation (ATE/NSF) Grant.

The vendor in this contract is a consultant that 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 the vendor 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 Chancellor of Instruction, and Ed Godwin, Director Administrative Services. The activities outlined in the agreement are considered low risk in nature.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through September 30, 2006, for an amount not to exceed \$10,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: John Tillquist  
Dean, Business, Information Systems and Economic Development  
Henry (Hank) Rogers  
Director, Center for Applied Competitive Technologies

Independent Contractor Agreement  
Between Riverside Community College District  
And David Hunt

This Agreement, entered into this October 19, 2005, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and David Hunt, whose address is 42294 Thorton Avenue, Hemet, CA 92544, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning October 19, 2005, and will continue in effect until September 30, 2006.

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 also in "Exhibit A" 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 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. Contractor shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Contractor, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Contractor's 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 Contractor 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 RCCD free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.
- 4.05 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by the Contractor without the prior written consent of the Client.

- 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. All project deliverables become the property of the Client upon termination of this Agreement, and as such may be used at will by the Client at any or all of its sites, for purposes determined by the Client.
- 5.03 ADA/FEHA. The Contractor recognizes that as a federal and state government contractor or subcontractor, RCCD is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Contractor agrees that, as a government subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and

742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Contractor, as a government subcontractor, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

#### 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.
- 7.04 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of RCCD.



Signature Authorization Page

Riverside Community College District

David Hunt

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James L. Buysse  
Vice Chancellor, Administration and Finance

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Independent Contractor

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Date

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Date

1. Industry Advisory Council	Date of Deliverable	Criteria for Payment/Deliverable	Payment
<ul style="list-style-type: none"> <li>• Collaborate with George Bonnard and Paul VanHulle to form an Industry Advisory Council for the CACT / RCCD Manufacturing Program</li> <li>• Sell industry partners on the idea of sponsoring interns and permitting field trips</li> <li>• Participate in regular industry advisory council meetings on a quarterly basis</li> </ul>	<p>By 12/15/05</p> <p>By 2/15/06</p> <p>Ongoing</p>	<ul style="list-style-type: none"> <li>• Accomplished meeting</li> <li>• At least 5 Industry commitments</li> <li>• Ongoing participation</li> </ul>	<p>\$500</p> <p>\$500</p> <p>\$1,000</p>
2. RCCD Manufacturing Strategic Plan			
<ul style="list-style-type: none"> <li>• Collaborate with George Bonnard and Paul VanHulle to develop a detailed strategic plan for the district (i.e. what needs to be done, when, SWOT Analysis)               <ul style="list-style-type: none"> <li>○ Identify courses that need to be developed</li> <li>○ Identify courses that should be dropped from catalogue</li> <li>○ Identify equipment that should be purchased</li> </ul> </li> </ul>	<p>12/9/05</p>	<ul style="list-style-type: none"> <li>• Hardcopy and electronic copy of detailed strategic plan</li> </ul>	<p>\$1,000</p>

3. High School and ROP Outreach	Date of Deliverable	Criteria for Payment/Deliverable	Payment
<ul style="list-style-type: none"> <li>• Line up appointments for Paul VanHulle to speak to high school and ROP classes regarding RCCD's Manufacturing and Engineering Technology programs.</li>   <li>• Market RCCD's Manufacturing and Engineering Technology programs               <ul style="list-style-type: none"> <li>○ Make RCCD marketing material regarding RCCD's Manufacturing and Engineering Technology programs available in high school and ROP classrooms</li> <li>○ Counsel students regarding RCCD's manufacturing programs</li> <li>○ Present to classes on RCCD's Manufacturing and Engineering Tech programs</li> <li>○ Recruit middle school and high school students for the Summer Innovation Institute</li> </ul> </li> </ul>	By academic term	Two during remainder of Fall session 05	\$250
		Two during Winter session 06	\$250
		Four during Spring session 06	\$250
	Ongoing	Four during Fall session 06	\$250
		2 hours per week from 10/19/05 to 10/31/06 @ \$50 / hour (50 weeks)	\$5,000
4. Summer Innovation Institute Development			
<ul style="list-style-type: none"> <li>• Collaborate with Paul VanHulle to develop the Summer Institute               <ul style="list-style-type: none"> <li>○ Suggest topics, exercises, and curriculum</li> <li>○ Paul VanHulle to have overall lead on effort</li> </ul> </li> </ul>	Ongoing	Successful Summer Innovation Institute in Summer 06	\$1,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5-c

Date: October 18, 2005

Subject: Agreement with the City of Moreno Valley

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and the City of Moreno Valley. The District will provide training services related to the Leadership Academy. The term of the agreement is August 9, 2005 through June 30, 2006. Customized Solutions for Business and Industry will facilitate all aspects of the performance and required documentation. Funding source: No cost to the District.

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director Administrative Services. The activities outlined in the agreement are considered low risk in nature.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from August 9, 2005 through June 30, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: John Tillquist  
Dean, Business, Information Systems and Economic Development  
Linda Reifschneider  
Director, Customized Solutions for Business and Industry

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL SERVICES AGREEMENT

This agreement is entered into this 9th day of August, 2005, between Riverside Community College District, hereinafter referred to as "District," and the City of Moreno Valley hereinafter referred to as "Contractor".

1. The District shall provide the course(s) and services as specified in the attached Schedule(s) and course document(s), if any, and at the times, dates, and locations indicated therein. The course(s) and services, course document(s), if any, and course schedule(s) so specified will hereinafter be referred to as the "Course."
2. The Contractor agrees to accept the Course and agrees to pay the District for services rendered in accordance with the provisions of the attached Schedule A.
3. The District will conduct the Course.
4. The District will report attendance (if applicable) and provide performance records to the Contractor within five working days of Course completion.
5. Students/trainees will not receive unit(s) of credit.
6. This Agreement includes the provisions of the attached Schedule(s) and course documents, if any, which are made a part of this Agreement herein by this reference. All attached Schedule(s) and course document(s) must be individually initialed and dated by both parties to this Agreement.
7. The term of this Agreement shall be from August 9, 2005 through June 30, 2006.
8. The Contractor agrees not to enter into competitive agreements with the contract trainer/s and/or the Riverside Community College District from the date of this agreement, until two years after the completion of this agreement.
9. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject and purpose of this Agreement. Each party to this Agreement acknowledges and agrees that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and agrees that no other agreement, statement, or promise not contained herein shall be valid or binding. The parties hereto agree that this Agreement constitutes the sole and entire understanding and agreement among the signatories and all parties represent and warrant that they are not

relying on any promises, representations, or agreements other than those expressly set forth in this Agreement.

10. The District shall hold harmless, indemnify and defend the Contractor against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents. The Contractor 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 Contractor, his employees, or agents.
11. This Agreement is subject to amendment only with the unanimous consent of all the signatories and any amendment must be in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written above.

DISTRICT

CONTRACTOR

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

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

Vice Chancellor, Administration & Finance  
Title

\_\_\_\_\_  
Title

Riverside Community College District  
Customized Solutions for Business & Industry

SCHEDULE A  
SERVICES & COMPENSATION

This schedule sets forth the compensation payable for services rendered in accordance with the terms and provisions of the Educational Services Agreement, dated the 9th day of August, 2005, between the Riverside Community College District and the City of Moreno Valley, here referred to as "Contractor". This Schedule is incorporated into and, by this reference, made a part of the Agreement referenced above and all terms, referenced and defined in Agreement, apply hereto.

The District agrees to provide the following services, in accordance with the following terms, provisions, and conditions:

Name of program: City of Moreno Valley Leadership Academy

Effective Leadership  
Problem Solving & Conflict Resolution  
Communicating for Results  
Optimizing Teamwork  
Managing Projects, Priorities & Deadlines  
Take Charge of Your Day  
Writing Roadmap  
Grammar Camp  
Motivating for Peak Performance  
Small Group Skills for Peak Performance  
Report Writing  
Interviewing Skills  
Stress Management  
Dealing with Difficult People  
Power from the Podium

Fee: \$250 per training hour not to exceed \$20,000  
Sessions to be determined

Books/Assessments: \$ 30.00 per person as needed

Fees payable as invoiced upon completion of each session.

Please provide us with your Employer Identification Number (EIN)  
or federal identification number: \_\_\_\_\_

\_\_\_\_\_  
District initials

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor initials

\_\_\_\_\_  
Date

Bill to:

Mark Cvikota, Human Resources  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92552-0805

Send payment to:

Auxiliary Business Services  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5-d

Date: October 18, 2005

Subject: Agreement with North American Stainless

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and North American Stainless. The District will provide training services related to WorkKeys Pre-employment Testing. The term of the agreement is September 14, 2005 through June 30, 2006. Customized Solutions for Business and Industry will facilitate all aspects of the performance and required documentation. Funding source: No cost to the District.

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor Instruction, and Ed Godwin, Director Administrative Services. The activities outlined in the agreement are considered low risk in nature.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from September 14, 2005 through June 30, 2006, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: John Tillquist  
Dean, Business, Information Systems and Economic Development  
Linda Reifschneider  
Director, Customized Solutions for Business and Industry

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL SERVICES AGREEMENT

This agreement is entered into this 14<sup>th</sup> day of September 2005, between Riverside Community College District, hereinafter referred to as "District," and North American Stainless hereinafter referred to as "Contractor".

1. The District shall provide the course(s) and services as specified in the attached Schedule(s) and course document(s), if any, and at the times, dates, and locations indicated therein. The course(s) and services, course document(s), if any, and course schedule(s) so specified will hereinafter be referred to as the "Course."
2. The Contractor agrees to accept the Course and agrees to pay the District for services rendered in accordance with the provisions of the attached Schedule A.
3. The District will conduct the Course.
4. The District will report attendance (if applicable) and provide performance records to the Contractor within five working days of Course completion.
5. Students/trainees will not receive unit(s) of credit.
6. This Agreement includes the provisions of the attached Schedule(s) and course documents, if any, which are made a part of this Agreement herein by this reference. All attached Schedule(s) and course document(s) must be individually initialed and dated by both parties to this Agreement.
7. The term of this Agreement shall be from September 14, 2005 through June 30, 2006.
8. The Contractor agrees not to enter into competitive agreements with the contract trainer/s and/or the Riverside Community College District from the date of this agreement, until two years after the completion of this agreement.
9. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject and purpose of this Agreement. Each party to this Agreement acknowledges and agrees that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and agrees that no other agreement, statement, or promise not contained herein shall be valid or binding. The parties hereto agree that this Agreement constitutes the sole and entire understanding and agreement among the signatories and all parties represent and warrant that they are not

relying on any promises, representations, or agreements other than those expressly set forth in this Agreement.

10. The District shall hold harmless, indemnify and defend the Contractor against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents. The Contractor 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 Contractor, his employees, or agents.
11. This Agreement is subject to amendment only with the unanimous consent of all the signatories and any amendment must be in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written above.

DISTRICT

CONTRACTOR

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

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

Vice Chancellor Administration & Finance  
Title

\_\_\_\_\_  
Title

Riverside Community College District  
Customized Solutions for Business & Industry

SCHEDULE A  
SERVICES & COMPENSATION

This schedule sets forth the compensation payable for services rendered in accordance with the terms and provisions of the Educational Services Agreement, dated the 14th day of September, 2005 between the Riverside Community College District and North American Stainless, here referred to as "Contractor". This Schedule is incorporated into and, by this reference, made a part of the Agreement referenced above and all terms, referenced and defined in Agreement, apply hereto.

The District agrees to provide the following services, in accordance with the following terms, provisions, and conditions:

Name of program: WorkKeys Pre-employment Testing

Exams: Reading for Information, Applied Mathematics, Locating Information

Schedule: Appointments to be set by candidates

Fee: \$ 25 per exam

Invoices to be sent monthly

Please provide us with your nine (9) - digit Employer Identification Number (EIN)  
or federal identification number: \_\_\_\_\_

Please provide us with the total number of employees: \_\_\_\_\_

_____	_____	_____	_____
District initials	Date	Contractor initials	Date

Bill to:

Dave Scheid  
North American Stainless  
6870 Highway 42 East  
Ghent, Kentucky 41045-9615

Send payment to:

Auxiliary Business Services  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5-e

Date: October 18, 2005

Subject: Certification and Board Resolution with the State of California  
Employment Training Panel

Background: The Riverside Community College District (RCCD) has been awarded funding in the amount of \$251,400.00, by the State of California Employment Training Panel (ETP) to provide employee training to local area manufacturers. The term of the award is October 1, 2005 through September 30, 2006. Customized Solutions for Business and Industry will facilitate all aspects of the training and required documentation. The agreement was previously passed by the Board on September 13, 2005. The ETP form 115 requires the Board signature at this time.

Recommended Action:: It is recommended that the Board President sign the resolution and certification.

Salvatore G. Rotella  
Chancellor

Prepared by: John Tillquist  
Dean, Business, Information Systems and Economic Development  
Linda Reifschneider  
Director, Customized Solutions

CERTIFICATION AND BOARD RESOLUTION  
ETP 115  
EMPLOYMENT TRAINING PANEL

I hereby certify that the following is correct and that on September 13, 2005 the Riverside Community College District Board of Trustees approved the (1) Employment Training Panel's project and (2) authorizes the Director, Corporate and Business Development or his/her designate to negotiate and execute an Employment Training Panel Agreement and appropriate amendments with the State of California, Employment Training Panel.

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Signature

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Name

---

Title

---

Name of Board

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5-f

Date: October 18, 2005

Subject: Agreement with Charles Lowe

Background: Attached for the Board's review is an agreement between Riverside Community College District and Charles Lowe to provide project management assistance of import and export services for clients of the Center for International Trade Development (CITD) in coordination with the Director, Center for International Trade Development. Total expenses will not exceed \$4,700.00. The term of the agreement is from October 19, 2005 through June 30, 2006. Funding source: Center for International Trade Development.

The vendor in this contract is a consultant that 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 the vendor 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 Chancellor of Instruction, John Tillquist, Dean of Business, Information Systems, and Economic Development, and Ed Godwin, Director of Administrative Services. The activities outlined in the agreement are considered low risk in nature.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed \$4,700.00 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: John Tillquist  
Dean of Business, Information Systems and Economic Development  
Robert Corona  
Director, Center for International Trade Development

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND CHARLES LOWE

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 19th day of October 2005, by and between the Riverside Community College District, hereinafter referred to as "RCCD," and Charles Lowe, hereinafter referred to as "CONSULTANT".

**2. RECITALS.**

2.1 CONSULTANT is a professional consultant, experienced in providing International Trade Counseling and Business Assistance services to public agencies and familiar with the purposes and powers of RCCD; and

2.2 Because of CONSULTANT's expertise, RCCD desires to retain CONSULTANT to render certain International Trade Counseling and Business Assistance services in connection with "Center for International Trade Development" as set forth herein.

**3. SERVICES OF CONSULTANT; TERM.**

3.1 General Description of Services. CONSULTANT shall furnish all technical and professional services, including labor, materials, equipment, transportation, supervision and expertise, necessary to perform fully and adequately the tasks set forth in the Scope of Work attached hereto as Exhibit "A" and herein incorporated by reference ("Services") so as to complete the Project in a good and workmanlike manner.

3.2 Term. The Term of this Agreement shall be from October 19, 2005 until June 30, 2006, unless earlier terminated as provided herein.

**4. RESPONSIBILITIES OF CONSULTANT.**

4.1 Schedule of Services. CONSULTANT shall perform the Services in accordance with the Schedule of Services set forth in Exhibit "A", attached hereto and herein incorporated by reference ("Schedule"). Upon request of RCCD, CONSULTANT shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

4.2 Coordination of Services. CONSULTANT agrees to work closely with RCCD staff in the performance of Services and shall be available to RCCD's staff and consultants at all reasonable times.

4.3 Approval and Inspection. All work performed by CONSULTANT shall be subject to the approval of RCCD. CONSULTANT shall allow representative of RCCD ("Representative") to inspect or review CONSULTANT's work in progress at any reasonable time.



4.4 Standard of Care; Licenses. CONSULTANT shall perform the Services under this Agreement in a skillful and competent manner and shall secure and maintain in force any and all licenses, permits or other approvals necessary for it to carry out the Services. CONSULTANT shall comply with all requirements of law in carrying out the Services.

4.5 Control and Payment of Subordinates. RCCD retains CONSULTANT on an independent contractor basis and CONSULTANT shall not be considered an employee of RCCD. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

## 5. COMPENSATION AND PAYMENT.

5.1 Compensation. Except as otherwise provided in this Section, CONSULTANT shall receive compensation for all Services rendered under this Agreement according to the rates and payment schedule set forth in the Compensation Schedule attached hereto as Exhibit "B" and herein incorporated by reference ("Compensation Schedule"). Total compensation shall not exceed \$4,700 without written approval of RCCD's Representative, as designated herein. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in the Extra Work order.

5.2 Payment of Compensation. CONSULTANT shall submit to RCCD a monthly statement indicating work completed and hours of services rendered by CONSULTANT. The Statement shall describe the amount of services and supplies provided for that statement period. RCCD shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. Each statement shall include a certification signed by CONSULTANT's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this statement are the actual hours and rates worked and paid to the employees listed.

Signed \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Statement No. \_\_\_\_\_

5.3 Reimbursement for Expenses. CONSULTANT shall not be reimbursed any expenses unless authorized in writing by RCCD's Representative.

5.4 Extra Work. At any time during the term of this Agreement, RCCD may request that CONSULTANT perform Extra Work. As used herein, "Extra Work" means any work which is determined by RCCD to be necessary for the proper completion of the Project, but which the

parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONSULTANT shall not perform, nor be compensated for, Extra Work without written authorization from RCCD's Representative.

## 6. RECORDS.

6.1 Records. CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall allow a representative of RCCD during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONSULTANT shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

## 7. GENERAL PROVISIONS.

7.1 Termination. This Agreement may be terminated in whole or in part by RCCD or its authorized representative upon written notice. In the event of termination, CONSULTANT shall be paid for approved expenses and adequately rendered services performed prior to the termination date. CONSULTANT shall deliver to RCCD all finished or unfinished documents, data, graphs, summaries, and other related materials as may have been prepared or accumulated by CONSULTANT prior to the date of termination.

7.2 Procurement of Similar Services. In the event this Agreement is terminated in whole or in part, RCCD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7.3 Contract Amendment. In the event that the Parties determine that the Scope of Work or other provisions of this Agreement must be altered; the parties may execute a contract amendment to add or delete work within the Scope of Work or amend any other provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

7.4 RCCD's Right to Employ Other Consultants. RCCD reserves the right to employ other consultants in connection with this Project.

7.5 RCCD's Representative. RCCD's Vice Chancellor, Administration and Finance, or his or her designee, shall serve as RCCD's Representative and shall have the authority to act on behalf of RCCD for all purposes under this agreement. RCCD's Representative shall also review and give approval, as needed, to the details of CONSULTANT's work as it progresses. RCCD's Representative shall be available to the CONSULTANT staff at all reasonable times.

7.6 CONSULTANT's Representative. CONSULTANT hereby designates Charles Lowe as CONSULTANT's Representative to RCCD. CONSULTANT's Representative shall have the authority to act on behalf of CONSULTANT for all purposes under this Agreement and shall coordinate all phases of the Services. CONSULTANT shall work closely and cooperate fully with

RCCD's Representative and any other agencies which may have jurisdiction over or an interest in the Services. CONSULTANT's Representative shall be available to the RCCD staff at all reasonable times. Any substitution in CONSULTANT's Representative shall be approved in writing by RCCD's Representative.

7.7 Property of RCCD. All data prepared by CONSULTANT under this Agreement, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams and calculations relative to this Agreement shall become the property of RCCD upon the completion of the term of this Agreement, except that CONSULTANT shall have the right to retain copies of all such data for its records. RCCD shall not be limited in any way in their use of such data at any time, provided that any such use not within the purposes intended by this Agreement shall be at RCCD's sole risk and provided further that CONSULTANT shall be indemnified against any damages resulting from such use. Should CONSULTANT, following termination of this Agreement, desire to use any materials prepared in connection with this Project, it shall first obtain the written approval of RCCD's Representative.

7.8 Confidentiality. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information and other materials submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT. Such materials shall not, without the prior written consent of RCCD, be used by CONSULTANT for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or it generally know, or becomes known, to the related industry shall be deemed confidential. CONSULTANT shall not use RCCD's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of RCCD.

7.9 Publication. Except as necessary for the performance of the Services, no copies, sketches or graphs of materials, including graphic art work, which are prepared pursuant to this Agreement, shall be released by CONSULTANT to any other person or agency without prior written approval of RCCD. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by RCCD, unless otherwise provided by written agreement between the Parties.

7.10 Indemnification. CONSULTANT agrees to indemnify, defend (with counsel chosen by RCCD) and hold harmless RCCD, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with the Services provided hereunder due to acts, errors or omissions or willful misconduct of CONSULTANT. CONSULTANT will reimburse RCCD for any expenditures, including reasonable attorneys' fees, incurred by RCCD in defending against claims arising from the acts, errors or omissions or willful misconduct of CONSULTANT. The indemnification obligation shall survive the expiration or termination of this agreement.

7.11 Effect of Acceptance. CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the Services. RCCD's review or acceptance of, or

payment for any work product prepared by CONSULTANT under this Agreement shall not be construed to operate as a waiver of any rights RCCD may hold under this Agreement or of any cause of action arising out of CONSULTANT's performance of this Agreement. Further, CONSULTANT shall be and shall remain liable to RCCD, in accordance with applicable law, for all damages to RCCD caused by CONSULTANT's negligent performance of any of the Services.

7.12 Equal Opportunity Employment. CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

7.13 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by CONSULTANT without the prior written consent of RCCD. Any subcontract shall include a provision obligating subcontractor to comply with each and every provision of this agreement including without limitation the insurance and indemnification obligations herein.

7.14 Subcontracting. CONSULTANT shall not subcontract any portion of the work required by this Agreement without the prior written approval of RCCD.

7.15 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7.16 Time of Essence. Time is of the essence for each and every provision of this Agreement.

7.17 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

7.18 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Charles Lowe  
13430 Hawthorne Boulevard  
Hawthorne, CA 90250  
Tel: (310) 702-0686

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

7.19 Attorney's Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the losing party reasonable attorney's fees and costs of suit.

7.20 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

RIVERSIDE COMMUNITY  
COLLEGE DISTRICT

CONSULTANT

By: \_\_\_\_\_  
James Buysse  
Vice Chancellor,  
Administration and Finance

By: \_\_\_\_\_  
Charles Lowe  
Consultant

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

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

## EXHIBIT "A" TO RCCD CONSULTANT AGREEMENT

### SCOPE OF WORK

- 1) Project management assistance of import and export services for clients of the Center for International Trade Development, in coordination with the Director, Center for International Trade Development.
  - a. Execution of program workplan and activities
  - b. Provide in-depth, specialized services that support the strengths described in the program workplan
    - i. Conduct Spanish training seminars on Importing and Exporting
    - ii. Provide assistance to clients with business analysis and recommending specific strategies in the areas of marketing and sales, logistics, and finance
    - iii. Execution of activities as directed by Director, Center for International Trade Development.

## EXHIBIT "B" TO RCCD CONSULTANT AGREEMENT

### COMPENSATION SCHEDULE

- A maximum of 100 hours of service @ \$40 dollars per hour for a maximum of \$4,000. This amount includes all costs incurred by the Service Provider in the provision of contract services with the exception of travel noted below.
- Actual expenses up to a maximum of \$700 for domestic travel reimbursements related to achievement of objectives in the Center for International Trade Development program narrative.
- Total not to exceed \$4,700.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-5-g

Date: October 18, 2005

Subject: Agreement with Learning Resource Network

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Learning Resource Network (LERN) to perform a complete review and analysis of both the Community Education and the Contract Education programs. The fee for this service is \$25,000.00 per year with the agreement that should the recommendations not generate and increase in income or a decrease in expense equivalent to the annual cost of the contract, the fee will be refunded to the District. The term of the agreement is November 1, 2005 through October 31, 2008. Funding source: General Fund.

The contractor 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, the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. The contract was reviewed by John Tillquist, Dean of Business, Information Systems and Economic Development, Sylvia Thomas, Associate Vice-Chancellor, Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from November 1, 2005 through October 31, 2008, for an amount not to exceed \$25,000.00 per year, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: John Tillquist  
Dean, Business, Information Systems and Economic Development  
Cyndi Pardee  
Community Education Supervisor

CONSULTANT AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
And  
LEARNING RESOURCES NETWORK (LERN)

This Agreement (“Agreement”) is dated November 1, 2005 between the Learning Resources Network (“LERN”), a corporation existing under the laws of the State of Kansas and Riverside Community College District (“the District”) at 4800 Magnolia Avenue, Riverside, California 92506.

TERMS OF CONTRACT

1.01. This Agreement is effective November 1, 2005 through October 31, 2008.

SERVICES TO BE PERFORMED

2.01 LERN agrees to perform services which include a complete review and analysis of the District’s Community Education and Contract Education Programs, including recommendations for improvement that guarantee either an increase in income or a decrease in expenses equivalent to the annual cost of the contract. At the end of each contract year, LERN will provide a 5-10 page report outlining the year’s accomplishments and the plan for the coming year.

This review known as the “Partner with LERN 7-Stage Improvement Model” will include the following seven steps:

1. Initial Review. Evaluation for:
  - a) long term proposed changes and
  - b) immediate or short term enhancements
2. Short-term Enhancements. Review and suggestions for improvement in:
  - o Brochure/promotion
  - o Web Site
  - o Pricing
  - o Programs and activities offered
  - o Promotion and marketing
3. Planning Tools:
  - o Visioning
  - o Needs assessment
  - o Market segmentation
  - o Budgeting
  - o Market plan



4. Transition to Internet-Based Business Operations:
  - Online registration
  - Internet-based business operations software
  - Online learning options
5. Staff Training:
  - Moving your staff toward functioning as an internet-based organization, positioned for success in the 21<sup>st</sup> century
6. Streamline Operations. Provide tools and methods including:
  - Staffing structure
  - Key lifelong learning processes
  - Intranet
  - Analysis and evaluation tools
7. Program Review and Certification:
  - A complete organization review with specific recommendations for the upcoming 3 years. If your organization passes the Program Review and Certification, it is recognized at the annual LERN International Convention as at LERN certified program.

#### COMPENSATION

- 3.01 In consideration for the services performed, the District will pay LERN \$25,000 per year for three years. LERN will invoice the District at the beginning of each new contract year (October 1, 2005, 2006 and 2007). The District will pay LERN within thirty (30) working days of receiving the invoices.

#### OBLIGATIONS OF THE CONSULTANT

- 4.01 LERN agrees to devote its best efforts to perform the services specified in the "Scope of Services" attached to this Agreement as Exhibit A on behalf of the District.
- 4.02 Both LERN and the DISTRICT mutually agree to indemnify and hold each other free and harmless from any obligations, costs, claims, judgments, attorney's fees and attachments arising from, growing out of, or in any way connected with the services rendered pursuant to this Agreement.
- 4.03 LERN agrees that all materials developed under the agreement become the property of the DISTRICT and that the privacy of any DISTRICT information reviewed during the course of the contract will be help in strict confidence.

OBLIGATIONS OF THE DISTRICT

5.1 The DISTRICT agrees to comply with all reasonable requests of LERN and provide access to all documents and/or information reasonably necessary to the performance of LERN's duties under the Agreement.

TERMINATION OF THE AGREEMENT

6.01 LERN guarantees that \$25,000 in additional income/sales and or reduced costs per year will be realized. If this \$25,000 guarantee is not realized, the District can void the contract.

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

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor, Administration and  
Finance

\_\_\_\_\_  
Gregory Marsello  
Vice President,  
Organizational Development

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5-h

Date: October 18, 2005

Subject: Agreement with Fisher Center for Real Estate and Urban Economics, Haas School of Business, University of California, Berkeley

Background: Presented for the Board's review is an agreement with the Fisher Center for Real Estate and Urban Economics, Haas School of Business, University of California, Berkeley to conduct a study that would examine trends and prospects for expansion of services and business opportunities in foreign markets for California firms. This assistance will be provided for a fee not to exceed \$35,000.00. The term of the agreement is from October 19, 2005 through June 30, 2006. Funding source: California Community Colleges Chancellor's Office, Economic and Workforce Development Program.

The vendor in this contract is a consultant that 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 the vendor 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 Chancellor of Instruction, John Tillquist, Dean Economic Development and Ed Godwin, Director Administrative Services. Activities connected with this contract are deemed to be low-risk by the staff.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with the Fisher Center for Real Estate and Urban Economics, Haas School of Business, University of California, Berkeley, for the period of October 19, 2005 through June 30, 2006, for an amount not to exceed \$35,000.00, and authorize the Vice Chancellor, Administration & Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: John Tillquist  
Dean of Business, Information Systems and Economic Development  
Jeff Williamson  
Statewide Director, Centers for International Trade Development

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND FISHER CENTER FOR REAL ESTATE AND URBAN ECONOMICS, HAAS SCHOOL  
OF BUSINESS, UNIVERSITY OF CALIFORNIA, BERKELEY

1. PARTIES AND DATE.

This Agreement is made and entered into this 19<sup>th</sup> day of October 2005, by and between the Riverside Community College District, hereinafter referred to as "RCCD," and Fisher Center for Real Estate and Urban Economics, Haas School of Business, University of California Berkeley, hereinafter referred to as "CONSULTANT".

2. RECITALS.

2.1 CONSULTANT is a professional consultant, experienced in providing International economic and business research services to public agencies and familiar with the purposes and powers of RCCD; and

2.2 Because of CONSULTANT's expertise, RCCD desires to retain CONSULTANT to render certain International economic and business research assistance services.

3. SERVICES OF CONSULTANT; TERM.

3.1 General Description of Services. CONSULTANT shall furnish all technical and professional services, including labor, materials, equipment, transportation, supervision and expertise, necessary to perform fully and adequately the tasks set forth in the Scope of Work attached hereto as Exhibit "A" and herein incorporated by reference ("Services") so as to complete the Project in a good and workmanlike manner.

3.2 Term. The Term of this Agreement shall be from October 19, 2005 until June 30, 2006, unless earlier terminated as provided herein.

4. RESPONSIBILITIES OF CONSULTANT.

4.1 Schedule of Services. CONSULTANT shall perform the Services in accordance with the Schedule of Services set forth in Exhibit "A", attached hereto and herein incorporated by reference ("Schedule"). Upon request of RCCD, CONSULTANT shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

- 4.2 Coordination of Services. CONSULTANT agrees to work closely with RCCD staff in the performance of Services and shall be available to RCCD's staff and consultants at all reasonable times.
- 4.3 Approval and Inspection. All work performed by CONSULTANT shall be subject to the approval of RCCD. CONSULTANT shall allow representative of RCCD ("Representative") to inspect or review CONSULTANT's work in progress at any reasonable time.
- 4.4 Standard of Care; Licenses. CONSULTANT shall perform the Services under this Agreement in a skillful and competent manner and shall secure and maintain in force any and all licenses, permits or other approvals necessary for it to carry out the Services. CONSULTANT shall comply with all requirements of law in carrying out the Services.
- 4.5 Control and Payment of Subordinates. RCCD retains CONSULTANT on an independent contractor basis and CONSULTANT shall not be considered an employee of RCCD. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.
5. COMPENSATION AND PAYMENT.
- 5.1 Compensation. Except as otherwise provided in this Section, CONSULTANT shall receive compensation for all Services rendered under this Agreement according to the rates and payment schedule set forth in the Compensation Schedule attached hereto as Exhibit "B" and herein incorporated by reference ("Compensation Schedule"). Total compensation shall not exceed \$35,000 without written approval of RCCD's Representative, as designated herein. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in the Extra Work order.
- 5.2 Payment of Compensation. CONSULTANT shall submit to RCCD a monthly statement indicating work completed and hours of services rendered by CONSULTANT. The Statement shall describe the amount of services and supplies provided for that statement period. RCCD shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. Each

statement shall include a certification signed by CONSULTANT's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this statement are the actual hours and rates worked and paid to the employees listed.

Signed \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Statement No. \_\_\_\_\_

5.3 Reimbursement for Expenses. CONSULTANT shall not be reimbursed any expenses unless authorized in writing by RCCD's Representative.

5.4 Extra Work. At any time during the term of this Agreement, RCCD may request that CONSULTANT perform Extra Work. As used herein, "Extra Work" means any work which is determined by RCCD to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONSULTANT shall not perform, nor be compensated for, Extra Work without written authorization from RCCD's Representative.

6. RECORDS.

6.1 Records. CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall allow a representative of RCCD during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONSULTANT shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

7. GENERAL PROVISIONS.

7.1 Termination. This Agreement may be terminated in whole or in part by RCCD or its authorized representative upon written notice. In the event of termination, CONSULTANT shall be paid for approved expenses and adequately rendered services performed prior to the termination date. CONSULTANT shall deliver to RCCD all finished or unfinished documents, data, graphs, summaries, and other related materials as may have been prepared or accumulated by CONSULTANT prior to the date of termination.

7.2 Procurement of Similar Services. In the event this Agreement is terminated in whole or in part, RCCD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7.3 Contract Amendment. In the event that the Parties determine that the Scope of Work or other provisions of this Agreement must be altered; the parties may execute a contract amendment to add or delete work within the Scope of Work or amend any other provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

7.4 RCCD's Right to Employ Other Consultants. RCCD reserves the right to employ other consultants in connection with this Project.

7.5 RCCD's Representative. RCCD's Vice Chancellor, Administration and Finance, or his or her designee, shall serve as RCCD's Representative and shall have the authority to act on behalf of RCCD for all purposes under this agreement. RCCD's Representative shall also review and give approval, as needed, to the details of CONSULTANT's work as it progresses. RCCD's Representative shall be available to the CONSULTANT staff at all reasonable times.

7.6 CONSULTANT's Representative. CONSULTANT hereby designates Dr. Dwight Jaffee as CONSULTANT's Representative to RCCD. CONSULTANT's Representative shall have the authority to act on behalf of CONSULTANT for all purposes under this Agreement and shall coordinate all phases of the Services. CONSULTANT shall work closely and cooperate fully with RCCD's Representative and any other agencies which may have jurisdiction over or an interest in the Services. CONSULTANT's Representative shall be available to the RCCD staff at all reasonable times. Any substitution in CONSULTANT's Representative shall be approved in writing by RCCD's Representative.

7.7 Property of RCCD. All data prepared by CONSULTANT under this Agreement, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams and calculations relative to this Agreement shall become the property of RCCD upon the completion of the term of this Agreement, except that CONSULTANT shall have the right to retain copies of all such data for its records. RCCD shall not be limited in any way in their use of such data at any time, provided that any such use not within the purposes intended by this Agreement shall be at RCCD's sole risk and provided further that CONSULTANT shall be indemnified against any damages resulting from such use. Should CONSULTANT, following termination of this Agreement, desire

to use any materials prepared in connection with this Project, it shall first obtain the written approval of RCCD's Representative.

7.8 Confidentiality. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information and other materials submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT. Such materials shall not, without the prior written consent of RCCD, be used by CONSULTANT for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or it generally know, or becomes known, to the related industry shall be deemed confidential. CONSULTANT shall not use RCCD's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of RCCD.

7.9 Publication. Except as necessary for the performance of the Services, no copies, sketches or graphs of materials, including graphic art work, which are prepared pursuant to this Agreement, shall be released by CONSULTANT to any other person or agency without prior written approval of RCCD. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by RCCD, unless otherwise provided by written agreement between the Parties.

7.10 Indemnification. CONSULTANT agrees to indemnify, defend (with counsel chosen by RCCD) and hold harmless RCCD, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with the Services provided hereunder due to acts, errors or omissions or willful misconduct of CONSULTANT. CONSULTANT will reimburse RCCD for any expenditures, including reasonable attorneys' fees, incurred by RCCD in defending against claims arising from the acts, errors or omissions or willful misconduct of CONSULTANT. The indemnification obligation shall survive the expiration or termination of this agreement.

7.11 Effect of Acceptance. CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the Services. RCCD's review or acceptance of, or payment for any work product prepared by CONSULTANT under this Agreement shall not be construed to operate as a waiver of any rights RCCD may hold under this Agreement or of any cause of action arising out of CONSULTANT's performance of this Agreement. Further, CONSULTANT shall be and shall remain liable to RCCD, in accordance with applicable law, for all



damages to RCCD caused by CONSULTANT's negligent performance of any of the Services.

7.12 Equal Opportunity Employment. CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

7.13 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by CONSULTANT without the prior written consent of RCCD. Any subcontract shall include a provision obligating subcontractor to comply with each and every provision of this agreement including without limitation the insurance and indemnification obligations herein.

7.14 Subcontracting. CONSULTANT shall not subcontract any portion of the work required by this Agreement without the prior written approval of RCCD.

7.15 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7.16 Time of Essence. Time is of the essence for each and every provision of this Agreement.

7.17 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

7.18 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Fisher Center for Real Estate and Urban Economics  
Haas School of Business, F602-#6105  
University of California Berkeley  
Berkeley, CA 94720-6105  
Dr. Cynthia Kroll, Senior Economist  
Tel: (510) 643-6112

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

7.19 Attorney's Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the losing party reasonable attorney's fees and costs of suit.

7.20 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

RIVERSIDE COMMUNITY  
COLLEGE DISTRICT

CONSULTANT

By: \_\_\_\_\_  
Dr. James L. Buysse  
Vice Chancellor,  
Administration and Finance

By: \_\_\_\_\_  
Dr. Dwight Jaffee  
Professor, Fisher Center for Real  
Estate and Urban Economics  
Haas School of Business  
University of California Berkeley

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

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

## EXHIBIT "A" TO RCCD CONSULTANT AGREEMENT

### SCOPE OF WORK

Export assistance programs for small and medium sized firms have largely focused on merchandise exports. Yet in recent years, services trade has played an increasingly important role in both export and import activity in the United States. In addition, services businesses dominate the employment picture in much of California. Furthermore, services trade is contributing to a reshaping of employment opportunities within the state, as some technical and routine positions begin to be relocated offshore, while other types of opportunities expand.

#### Scope of Work:

This study will examine the effects of the expansion of services trade in California on employment and business prospects in the state. The study will include several tasks:

1. Overview of services employment and trade at the US level
  - a. Current levels of employment, output, and trade flows
  - b. Existing forecasts of output and employment growth
  - c. Firm size characteristics of services sectors
2. Identification of services sectors where US and California firms have a "comparative advantage" for exports.
  - a. Sectors with strong trade balances
  - b. Sectors with growing exports
  - c. Match with sectors with significant small to mid sized firm presence
  - d. Match with California economic base
3. Market study of international sales opportunities in comparative advantage sectors
  - a. Country and industry-specific research on market opportunities (where are US services sold; role of demographic linkages in international services trade)
  - b. Travel to overseas geographic areas where businesses are expanding multinational linkages (limited to two countries with strong potential markets)
  - c. Interviews with trade organization representatives, selected customers
  - d. Interviews with US agency representatives in offshore locations
4. Survey of California small and mid-sized firms in identified comparative advantage sectors.
  - a. Experience with services exports, imports, or foreign competition
  - b. Use of resources to assist in trade related activity
  - c. Unmet needs
5. Assessment of California resources to assist with services trade
  - a. Interviews with CITD programs
  - b. Identification of and interviews with other local, state, federal, private business and nonprofit programs that can provide resources.

6. Report findings will highlight the services sectors where trade may be an opportunity for small and medium sized firms and will identify the types of programs that could be of assistance to these firms.

## EXHIBIT "B" TO RCCD CONSULTANT AGREEMENT

### COMPENSATION SCHEDULE

• Staff: 2 professional staff and 1 graduate student researcher at .25 time for 3 months	\$15,000
• Travel:	\$7,500
• Other expenses (communications, additional data, supplies not included	\$500
• Facilities and administrative expenses	\$12,000
Total	\$35,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5-i

Date: October 18, 2005

Subject: Agreement with Crafton Hills College

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Crafton Hills College to provide continuing education for local instructors, answering technical and curriculum questions and fulfilling equipment needs. Cisco Systems has qualified Crafton Hills College as a Regional Academy; and Riverside Community College District as a local Networking Academy. The term of the agreement is July 1, 2005 through June 30, 2006. The Local Academy shall retain all rights, title and interest in and to all donated equipment and 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. Total expenses will not exceed \$2,000.00. Funding source: General Fund.

The vendor in this contract is a consultant that 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 the vendor 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 Chancellor of Instruction, and Ed Godwin, Director Administrative Services. The activities outlined in the agreement are considered low risk in nature.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from July 1, 2005 through June 30, 2006, for an amount not to exceed \$2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: John Tillquist  
Dean, Business, Information Systems, and Economic Development

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 #05/06

This agreement entered into as of July 1, 2005 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:

District: Riverside Community College District

Local Academy Riverside Community College/City Campus:

Contact: Dave Dant

Phone: (951) 222-8721

E-mail: dave.dant@rcc.edu

RECITALS

WHEREAS, Cisco Systems has developed the Cisco Networking Academy Program;  
WHEREAS, Cisco Systems has qualified Crafton Hills College as a Regional Academy; and  
Riverside Community College District on behalf of Riverside Community College/City Campus;  
WHEREAS, Cisco systems has qualified the School Site and District named above as a Local  
Networking Academy;

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 for SmartNet support services beyond the first year (including any subsequent renewal term(s)). (SmartNet for donated/purchased equipment estimated at \$3,000.)
  - 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 July 1, 2005 through and including June 30, 2006.

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

James L. Buisse  
Vice Chancellor, Administration and Finance

Date

Date

Ronald P. Gerhard, 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

Services for New Academies Includes (but not limited to):

- Four semesters (22 days) of Cisco Networking Academy Training for up to two instructors
- Initial setup of one Cisco Server for curriculum delivery
- Advice on initial lab setup including equipment purchases
- 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-6-a

Date: October 18, 2005

Subject: Memorandum of Understanding with Saint Francis University

Background: Presented to the Board for review and consideration is a Memorandum of Understanding (MOU) between Saint Francis University and Riverside Community College District. The MOU will provide an opportunity for Physician Assistant students to receive course credit towards a Master of Medical Science degree from Saint Francis University. The MMS degree offered through this affiliation is intended for District students who currently hold a bachelors degree and are participating in the clinical year of training. The MOU will be in effect beginning October 19, 2005, and will remain in effect until either party requests amendment or termination of the agreement. Funding source: No cost to the District.

This MOU has been reviewed by Sylvia Thomas, Associate Vice Chancellor, Instruction, Ed Godwin, Director, Administrative Services, and Ron Vito, District Dean, Occupational Education.

Recommended Action: It is recommended that the Board of Trustees approve the Memorandum of Understanding, from October 19, 2005 until amended or terminated, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the memorandum.

Salvatore G. Rotella  
Chancellor

Prepared by: Lisa Conyers  
Dean of Instruction  
Delores Middleton, Program Director  
Physician Assistant Program

## Memorandum of Understanding

Between

Saint Francis University  
Loretto, PA

And

Riverside Community College District

This document provides a Memorandum of Understanding (MOU) between Saint Francis University (SFU) and Riverside Community College District. The MOU will be in effect beginning October 19, 2005 and will remain in effect until either party requests amendment or termination of the agreement. Request of termination must be given in writing 30 days in advance of termination date. The termination of this agreement shall not take effect until the enrolled students, at the time the notice of termination is given, complete the program outlined in this agreement. The conditions of this MOU will not be subject to change unless agreed to by SFU and Riverside Community College District.

1. SFU will deliver 10 credits of Master of Medical Science courses to be taken by physician assistant students at Riverside Community College and will require satisfactory completion of Primary Care Core Program components (see “The Program” below). The courses will be delivered according to a mutually agreeable schedule during each semester that this MOU is in force.
2. SFU will be responsible for the delivery of all web-based instruction, examinations, and other instructional materials required for completion of the MMS degree as outlined in “The Program” below. If instructional technology fails at any point during the delivery of the course(s), SFU will make suitable alternative arrangements for completion.
3. Riverside Community College District will provide and maintain a suitable facility for instructional delivery, including desktop PCs for online courses, or institute a requirement for student ownership of appropriately equipped PCs. Students will be expected to have a basic understanding of the Internet, and have the capability to access and use Internet-based instructional materials
4. SFU will be responsible for evaluating student performance in the ten (10) credits of SFU-based courses as well as the SFU requirements set forth for the 20 credits of transfer clinical courses termed “primary care core program”. Riverside Community College District faculty/clinical preceptors will evaluate students on their twenty (20) credits of rotation experiences.

5. SFU will cover the cost of the development of all instructional materials for the SFU-based courses. Class materials developed by SFU for the delivery and instruction of the SFU-based courses will remain the property of SFU.
6. Research will be governed by the Institutional Review Board (IRB) where the student will be performing the research and cleared by the SFU IRB.
7. Riverside Community College District students will pay the prevailing per credit rate of SFU MMS affiliated institutions graduate tuition for each of the ten (10) credits of online courses in which students enroll. The Riverside Community College Physician Assistant Program Director will be notified of the credit rate on a yearly basis. This rate will be published in the MMS student policy manual.
8. SFU will accept twenty (20) credits of Riverside Community College District clinical clerkships, constituting the “primary care core program” (see “The Program”, below) upon satisfactory completion of those clerkships by students. SFU will surcharge students’ 20 credits of Riverside Community College District clerkships at an agreed upon per credit rate in order to validate and administer the transfer of credit to SFU.
9. The MMS degree offered through the affiliation between Riverside Community College District and SFU is intended for Riverside Community College District students in the clinical year of training, who currently hold a bachelors degree. Student will not be grandfathered into the program if it has been greater than 2 years since graduation from the affiliated Physician Assistant program.
10. SFU hereby agrees to defend, indemnify and hold harmless Riverside Community College District from any liability or damages Riverside Community College District may suffer as a result of claims, demands, cost or judgments against it arising out of the operation of the program covered in this Agreement.

### The Program

#### Riverside Community College Clinical Clerkship Courses:

The following courses (Clerkships) are equivalent to SFU-MPAS clinical rotation courses, and will be required for completion of the entry-level professional certificate at SJVC:

#### Clerkships:

- PHT 17 Family Medicine (6units)
- PHT 11 Internal Medicine (6 units)
- PHT 15 Pediatrics (6 units)
- PHT 12 Internal Medicine (6 units)
- PHT 19 Emergency Medicine (4 units)

These courses will transfer into the SFU “primary care core program” as 20 credits toward the MMS degree for which students will be required to demonstrate proficiency based on SFU standards:

Primary care core program components:  
MPAS 520: Family Medicine I (4 credits)  
MPAS 521: Family Medicine II (4 credits)  
MPAS 523: Primary Care (4 credits)  
MPAS 530: Internal Medicine I (4 credits)  
MPAS 582: Outpatient Medicine (4 credits)

SFU (MMS) Courses:

The following 10 credits will be offered by Saint Francis University, and will be required of all students for the Master of Medical Science degree.

SFU Courses:

Essentials of Research Methodology (on-line)	3 credits
Advanced Pharmacology (on-line)	3 credits
Clinical Residency Project (self-designed)	<u>4 credits</u>
Total	10 credits**

\*\*These 10 credits will constitute the advanced master’s coursework for the MMS degree.

### Philosophy of the Curriculum

The Riverside Community College District physician assistant program provides rotation experiences of similar quality and duration to those of SFU, as mandated by our mutual accrediting organization (The Accreditation Review Committee-Physician Assistants [ARC-PA]). In this respect, clerkships are academically equivalent to the fifth year MPAS rotation experiences at SFU, and can be regarded as graduate level courses applicable to the MMS degree. Students taking Riverside Community College District clerkships will be expected to perform at the graduate level on all rotation objectives. In this context, SFU-PA program faculty will collaborate with the affiliated program’s faculty to ensure that the primary care rotations offer masters-level clinical education. Additionally, in order to verify clerkship equivalency, enrolled students will be required to complete similar online clinical simulation testing as the SFU MPAS students complete.

Students will also engage in advanced master’s coursework via distance learning, and will be required to complete ten (10) credits of MMS courses. Research Methodology is an important element of the student’s master’s preparation,

focusing on the evaluation of the medical literature, research design, and evidence-based medicine. Advanced Pharmacology builds on the student's entry-level pharmacology experience, and will enable them to apply that experience to real clinical situations. This will be especially beneficial in that students will be taking Advanced Pharmacology concurrently with their clinical rotations, thereby providing them with ample opportunity to research and respond to the clinical problem-solving components of the Advanced Pharmacology course. The third element of the advanced master's component is the Clinical Residency Project. This course will provide the master's candidate the opportunity to focus on a clinical problem; research the problem; engage patients in the exploration and analysis of the problem; and provide practical and effective clinical solution(s) to the identified problem. The Clinical Residency Project is the "capstone" experience for the master's candidate.

It is understood that the MMS degree does not constitute the student's entry-level credential. Before receiving a MMS degree from Saint Francis University, students must have successfully completed their entry-level physician assistant program as well as all requirements for the SFU MMS degree.

#### Selection of Students for the Collaborative Program:

Selection of students for the collaborative master's program shall be the responsibility of the Coordinator of the Saint Francis University, Master of Medical Science Program, in consultation with the Director of the Riverside Community College District program. The minimum requirement for acceptance into the collaborative master's program is a completed baccalaureate degree.

#### Financial Implications

All instructors for SFU-based courses will be paid by SFU, as well as other costs associated with the development of the courses via distance learning technology. All instructors for the Riverside Community College District clinical rotation courses will be paid by Riverside Community College District

Riverside Community College District students will reimburse SFU for both SFU-originated courses (10 credits) and for the primary care core program course requirements at the agreed upon course tuition and clinical rotation surcharge rates respectively.

#### Accreditation of the (Affiliated Institution) Physician Assistant Program

It is understood that matters affecting the current and future accreditation of the Riverside Community College Physician Assistant Program are the sole responsibility of that institution. Riverside Community College must maintain accreditation in order to continue offering the affiliated MMS degree with Saint



Francis University. It is further understood that the ten (10) credits of master's courses supplied by Saint Francis University do not constitute any part of the entry-level requirements for Riverside Community College physician assistant students.

Saint Francis University District

Riverside Community College District

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Joseph Melusky, Ph.D

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Dr. James Buysse, Vice Chancellor,  
Administration & Finance

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Misty Kagarise MMS, PA-C  
Director, MMS Program

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-6-b

Date: October 18, 2005

Subject: Agreement with Desert Ambulance Service, Inc.

Background: Presented for the Board's review and consideration is a proposed agreement between Riverside Community College District and Desert Ambulance Service, Inc. as externship opportunities for Emergency Medical Services, EMS, students. The EMS department believes that the benefits of the agreement outweigh the risks and is asking the Board for a waiver of the additional insured and hold harmless provision. The term of this agreement begins October 19, 2005 and continues until terminated by either party. Funding Source: No cost to the District.

This agreement has been reviewed by Ed Godwin, Director, Administrative Services; Sylvia Thomas, Associate Vice Chancellor, Instruction; and Ronald Vito, District Dean, Occupation Education.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 until terminated, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Lisa Conyers,  
Dean of Instruction  
Chris Nollette  
Director, Emergency Medical Services Program

**COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT**

THIS COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT (hereinafter referred to as "Agreement") is entered into on this 19<sup>th</sup> day of October by and between the Riverside Community College District, Riverside, California, (hereinafter referred to as "the COLLEGE") and Desert Ambulance Service, Inc., (hereinafter referred to as "the PROVIDER"). (The COLLEGE and the PROVIDER shall collectively be referred to herein as "the Parties").

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Emergency Medical Technician Program and a student Paramedic Program, (hereinafter collectively referred to as "the EMS Program");

WHEREAS, the EMS Program has certain requirements for students to gain clinical experience while enrolled in the EMS Program;

WHEREAS, the PROVIDER maintains certain facilities which lends itself to the provision of said clinical experience for students of the EMS Program;

WHEREAS, the COLLEGE and the PROVIDER desire to cooperate in the EMS Program and to use the facilities of both Parties in connection therewith; and

WHEREAS, the PROVIDER shall retain ultimate responsibility for the care of the patients served by students in the EMS Program.

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the preparation of practitioners for positions in Emergency Medical Services (EMS).

2. The COLLEGE shall be responsible for the development, organization, and implementation of the EMS Program curriculum under the direction of a qualified EMS Program Director.

3. The COLLEGE shall select, test, and supervise the students admitted to the EMS Program at the time of admittance and throughout the period of time prescribed for its completion.

4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in the EMS Program, including any instruction or training which may be carried on at the

PROVIDER. The instructors and the Director of the EMS Program shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio shall not exceed the ratio listed for the EMS Program in accordance with the State of California EMT-I and EMT-P policies.

5. The COLLEGE shall provide each new instructor an opportunity to participate in an orientation with the PROVIDER. This orientation shall be arranged through mutual agreement of the COLLEGE and the PROVIDER.

6. The COLLEGE shall provide all instructional supplies and equipment as needed for the EMS Program, except those which the PROVIDER hereinafter specifically agrees to provide.

7. The COLLEGE shall provide administrative functions, including admission, counseling, scheduling, attendance, accounting, and achievement records in connection with the EMS Program.

8. The COLLEGE shall furnish copies of class schedules and student rotation assignments to the PROVIDER, prepared by the EMS Program Director after consultation with the PROVIDER.

9. The PROVIDER shall provide the following:

- (a) Full cooperation on its part to help ensure success of the EMS Program.
- (b) The cooperation and counsel of the PROVIDER'S administrative and professional staff in the operation of the EMS Program, in accordance with this Agreement.
- (c) Equipment and supplies needed for instruction within the individual areas where students are assigned, after consultation with the EMS Program Director.
- (d) As broad an experience as possible with opportunities for observation, participation, and independent activity involving patient contact through the program(s) offered by the PROVIDER.
- (e) Ultimate control and responsibility for supervision and oversight of patient care at all times.

10. The PROVIDER shall retain ultimate control and responsibility for supervision and

oversight of patient care at all times.

11. Should emergency treatment be necessary for students in the event of an accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE'S worker's compensation coverage by filing a completed claim form with the COLLEGE'S Risk Management Department. It will be the duty and obligation of the COLLEGE to insure that a claim is properly filed with the COLLEGE's Risk Management Department. The Parties agree that the standards of the EMS Program shall be maintained at a level equal to or exceeding those required by the State of California as outlined in Title 22 of the Code of Regulations.

12. The Parties agree that the students and staff of the COLLEGE participating in the EMS Program are not employees or agents of the PROVIDER, nor shall they become employees or agents of the PROVIDER by virtue of their participation in the EMS Program, but shall be subject to and shall abide by all PROVIDER rules, regulations and policies, including, but not limited to: those governing professional conduct, confidentiality, affirmative action, substance abuse, and Blood Borne Pathogen Control Plan. In the event that a student fails or refuses to do so, the PROVIDER reserves the right to deny the use of its facilities by such students.

13. Each student in the EMS Program, prior to beginning field time with the PROVIDER, shall provide documentation of health status to the EMS Program Director including: documentation of negative TB test within the previous year, and current Hepatitis B vaccination. Each paramedic student in the EMS Program will have one (1) year and 2,000 hours of pre-hospital experience prior to beginning field time with the PROVIDER.

14. The number of students participating in the EMS Program who are assigned to the PROVIDER shall be determined by mutual agreement of the Parties.

15. Students are not authorized to drive any PROVIDER vehicle, but may ride in such vehicles during their participation in this program when driven by a PROVIDER employee.

16. A strict code of confidentiality is to be maintained by all participants in the EMS Program. All information obtained from patient records is to be held in strict confidence. No copies of patient records shall be made, and no records or copies thereof shall be removed from the PROVIDER. Patients shall not be identified in any manner in reports or case studies undertaken by students or instructors. In the event of an accident or incident, the patient may be identified in the

COLLEGE'S confidential internal records only. The COLLEGE and its employees, agents and students having any access to records of the PROVIDER'S patients shall observe all Federal, State, County and Local laws and regulations concerning confidentiality of records. PROVIDER may require that a confidentiality agreement be executed by individuals accessing PROVIDER resources under the terms and intent of this Agreement. In the event of an individual's failure to comply with the confidentiality requirements stated herein, or his/her refusal to enter into a confidentiality agreement hereinafter required to be entered into with the PROVIDER for access to PROVIDER resources, or his/her breach of the terms of any such agreement with the PROVIDER, access to PROVIDER'S resources, or continued access to PROVIDER'S resources, as applicable, shall be denied under this Agreement.

17. The COLLEGE, its employees, agents and students accessing PROVIDER resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age, marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

For the purposes of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include, but are not limited to, the following:

- (a) Denying an eligible person or providing to an eligible person any service or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- (b) Subjecting an eligible person to segregation or separate treatment in any manner related to his/her receipt of any service or benefit, except when necessary for infection control.
- (c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.

- (d) Treatment of an eligible person differently from others in determining whether he/she has satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided the same or similar service or benefit.
- (e) The assignment of times or places for the provision of services on the basis of race, religion, color, creed, ancestry, sexual preference, marital status, medical condition, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

18. Students enrolled in the EMS Program are provided coverage under the COLLEGE'S professional liability insurance. The COLLEGE shall provide certificates of insurance to the PROVIDER on or before the effective date of this Agreement. The certificates of insurance shall indicate that the respective insurance policies shall be maintained throughout the term of this Agreement. The COLLEGE shall add PROVIDER as an additional covered party under its general liability coverage with a JPA. Additional Insured status is limited to liability arising from the acts or omission of RCCD students or employees. PROVIDER shall be given notice, in writing, at least thirty (30) days in advance of any cancellation, modification or reduction in coverage. RCCD shall obtain coverage through a program of self-insurance and coverage from a JPA.

19. The COLLEGE shall defend, indemnify and hold harmless the PROVIDER, its officers, employees, agents, contractors and subcontractors from and against any and all liability, claims, demands, lawsuits, actions, arbitration proceedings, judgments, damages, losses, costs, expenses, of any nature, including worker's compensation claims, reasonable attorney's fees and costs whatsoever, including for any injury, illness or wrongful death, arising out of any negligent acts or omissions of the COLLEGE, any COLLEGE instructor, any student or personnel assigned to the PROVIDER by the COLLEGE, relating to, or in any way connected with the training of any student(s) participating in the EMS PROGRAM under this Agreement. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

20. The PROVIDER shall defend, indemnify and hold harmless the COLLEGE, its officers, employees, agents, contractors and subcontractors from and against any and all liability, claims, demands, lawsuits, actions, arbitration proceedings, judgments, damages, losses, costs,

expenses, of any nature, including worker's compensation claims, reasonable attorney's fees and court costs whatsoever, including for any injury, illness or wrongful death, arising out of any negligent acts or omissions of the PROVIDER, its employees, officers or agents, relating to, or in any way connected with the training of any student(s) participating in EMS Program under this Agreement. The PROVIDER shall have the right to conduct any investigation necessary to implement this provision.

21. This Agreement shall be effective upon execution by both Parties and shall continue in force until terminated by either party. The Agreement may be terminated by either party with or without cause at any time upon one (1) month written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE EMS Program may be permitted to complete their training pursuant to and under this Agreement in the sole discretion of the PROVIDER on the condition the COLLEGE agrees to continue the effectiveness of the provisions of this Agreement with regard to the students.

22. The PROVIDER may provide training experience to students of the EMS Program in other healthcare fields offered by the COLLEGE upon receipt by the PROVIDER of requests for such training and the provision of administrative evaluations by the PROVIDER of the availability of PROVIDER resources for such training and the written consent of both Parties to this Agreement.

23. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith. This Agreement may be amended only upon the written and mutual consent of the Parties hereto.

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

25. Notices. Any notices required to be given under this Agreement shall be given by regular mail, postage prepaid, addressed as follows:



COLLEGE

Riverside Community College District  
14745 Riverside Drive  
Riverside, CA 92518

PROVIDER

Desert Ambulance Service, Inc.  
831 W. Main Street  
Barstow, CA 92311

Or to such other address (es) as the Parties may hereafter designate.

26. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be constructed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Los Angeles, State of California. Should any action, suit or proceeding be brought to enforce or to interpret the provisions of the Agreement or as a result of alleged breach of any provision of this Agreement, the prevailing party in such action, suit or proceeding shall be entitled to costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include such an award thereof.

27. Assignment: This Agreement shall not be assigned by either party without the prior written consent of the other party.

28. Waiver of Subrogation Rights: The COLLEGE shall require the carriers of all required insurance policies to waive all Rights of Subrogation against the PROVIDER, Desert Ambulance Service, Inc., or their officers, officials, employees, agents, volunteers, contractors and subcontractors.

29. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of the Parties.

30. Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties as agree that the effective date of this Agreement shall be the date of the last Party to execute the Agreement.

By: \_\_\_\_\_  
Desert Ambulance Service, Inc.

By: \_\_\_\_\_  
Riverside Community College District  
Dr. James Buysse

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-6-c

Date: October 18, 2005

Subject: Agreement with The Flynn Corporation

Background: Presented for the Board's review and consideration is a proposed agreement between Riverside Community College District and the Flynn Corporation to supply externship opportunities to Emergency Medical Services, EMS, students. The EMS department believes that the benefits of the agreement outweigh the risks and is asking the Board for a waiver of the additional insured and hold harmless provision. The term of this amendment begins October 19, 2005 and continues until terminated by either party. Funding Source: No cost to the District.

This agreement has been reviewed by Ed Godwin, Director, Administrative Services; Sylvia Thomas, Associate Vice Chancellor, Instruction; and Ronald Vito, District Dean, Occupation Education.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 until terminated, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Lisa Conyers  
Dean of Instruction  
Chris Nollette  
Director, Emergency Medical Services Program

**COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT**

THIS COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT (hereinafter referred to as "Agreement") is entered into on this 19<sup>th</sup> day of October by and between the Riverside Community College District, Riverside, California, (hereinafter referred to as "the COLLEGE") and The Flynn Corporation, (hereinafter referred to as "the PROVIDER"). (The COLLEGE and the PROVIDER shall collectively be referred to herein as "the Parties").

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Emergency Medical Technician Program and a student Paramedic Program, (hereinafter collectively referred to as "the EMS Program");

WHEREAS, the EMS Program has certain requirements for students to gain clinical experience while enrolled in the EMS Program;

WHEREAS, the PROVIDER maintains certain facilities which lends itself to the provision of said clinical experience for students of the EMS Program;

WHEREAS, the COLLEGE and the PROVIDER desire to cooperate in the EMS Program and to use the facilities of both Parties in connection therewith; and

WHEREAS, the PROVIDER shall retain ultimate responsibility for the care of the patients served by students in the EMS Program.

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the preparation of practitioners for positions in Emergency Medical Services (EMS).
2. The COLLEGE shall be responsible for the development, organization, and implementation of the EMS Program curriculum under the direction of a qualified EMS Program Director.
3. The COLLEGE shall select, test, and supervise the students admitted to the EMS Program at the time of admittance and throughout the period of time prescribed for its completion.
4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in the EMS Program, including any instruction or training which may be carried on at the

PROVIDER. The instructors and the Director of the EMS Program shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio shall not exceed the ratio listed for the EMS Program in accordance with the State of California EMT-I and EMT-P policies.

5. The COLLEGE shall provide each new instructor an opportunity to participate in an orientation with the PROVIDER. This orientation shall be arranged through mutual agreement of the COLLEGE and the PROVIDER.

6. The COLLEGE shall provide all instructional supplies and equipment as needed for the EMS Program, except those which the PROVIDER hereinafter specifically agrees to provide.

7. The COLLEGE shall provide administrative functions, including admission, counseling, scheduling, attendance, accounting, and achievement records in connection with the EMS Program.

8. The COLLEGE shall furnish copies of class schedules and student rotation assignments to the PROVIDER, prepared by the EMS Program Director after consultation with the PROVIDER.

9. The PROVIDER shall provide the following:

- (a) Full cooperation on its part to help ensure success of the EMS Program.
- (b) The cooperation and counsel of the PROVIDER'S administrative and professional staff in the operation of the EMS Program, in accordance with this Agreement.
- (c) Equipment and supplies needed for instruction within the individual areas where students are assigned, after consultation with the EMS Program Director.
- (d) As broad an experience as possible with opportunities for observation, participation, and independent activity involving patient contact through the program(s) offered by the PROVIDER.
- (e) Ultimate control and responsibility for supervision and oversight of patient care at all times.

10. The PROVIDER shall retain ultimate control and responsibility for supervision and

oversight of patient care at all times.

11. Should emergency treatment be necessary for students in the event of accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE'S worker's compensation coverage by filing a completed claim form with the COLLEGE'S Risk Management Department. It will be the duty and obligation of the COLLEGE to insure that a claim is properly filed with the COLLEGE's Risk Management Department. The Parties agree that the standards of the EMS Program shall be maintained at a level equal to or exceeding those required by the State of California as outlined in Title 22 of the Code of Regulations.

12. The Parties agree that the students and staff of the COLLEGE participating in the EMS Program are not employees or agents of the PROVIDER, nor shall they become employees or agents of the PROVIDER by virtue of their participation in the EMS Program, but shall be subject to and shall abide by all PROVIDER rules, regulations and policies, including, but not limited to: those governing professional conduct, confidentiality, affirmative action, substance abuse, and Blood Borne Pathogen Control Plan. In the event that a student fails or refuses to do so, the PROVIDER reserves the right to deny the use of its facilities by such students.

13. Each student in the EMS Program, prior to beginning field time with the PROVIDER, shall provide documentation of health status to the EMS Program Director including: documentation of negative TB test within the previous year, and current Hepatitis B vaccination. Each paramedic student in the EMS Program will have one (1) year and 2,000 hours of pre-hospital experience prior to beginning field time with the PROVIDER.

14. The number of students participating in the EMS Program who are assigned to the PROVIDER shall be determined by mutual agreement of the Parties.

15. Students are not authorized to drive any PROVIDER vehicle, but may ride in such vehicles during their participation in this program when driven by a PROVIDER employee.

16. A strict code of confidentiality is to be maintained by all participants in the EMS Program. All information obtained from patient records is to be held in strict confidence. No copies of patient records shall be made, and no records or copies thereof shall be removed from the PROVIDER. Patients shall not be identified in any manner in reports or case studies undertaken by students or instructors. In the event of an accident or incident, the patient may be identified in the

COLLEGE'S confidential internal records only. The COLLEGE and its employees, agents and students having any access to records of the PROVIDER'S patients shall observe all Federal, State, County and Local laws and regulations concerning confidentiality of records. PROVIDER may require that a confidentiality agreement be executed by individuals accessing PROVIDER resources under the terms and intent of this Agreement. In the event of an individual's failure to comply with the confidentiality requirements stated herein, or his/her refusal to enter into a confidentiality agreement hereinafter required to be entered into with the PROVIDER for access to PROVIDER resources, or his/her breach of the terms of any such agreement with the PROVIDER, access to PROVIDER'S resources, or continued access to PROVIDER'S resources, as applicable, shall be denied under this Agreement.

17. The COLLEGE, its employees, agents and students accessing PROVIDER resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age, marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

For the purposes of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include, but are not limited to, the following:

- (a) Denying an eligible person or providing to an eligible person any service or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- (b) Subjecting an eligible person to segregation or separate treatment in any manner related to his/her receipt of any service or benefit, except when necessary for infection control.
- (c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.

- (d) Treatment of an eligible person differently from others in determining whether he/she has satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided the same or similar service or benefit.
- (e) The assignment of times or places for the provision of services on the basis of race, religion, color, creed, ancestry, sexual preference, marital status, medical condition, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

18. Students enrolled in the EMS Program are provided coverage under the COLLEGE'S professional liability insurance. The COLLEGE shall provide certificates of insurance to the PROVIDER on or before the effective date of this Agreement. The certificates of insurance shall indicate that the respective insurance policies shall be maintained throughout the term of this Agreement. The COLLEGE shall add PROVIDER as an additional covered party under its general liability coverage with a JPA. Additional Insured status is limited to liability arising from the acts or omission of RCCD students or employees. PROVIDER shall be given notice, in writing, at least thirty (30) days in advance of any cancellation, modification or reduction in coverage. RCCD shall obtain coverage through a program of self-insurance and coverage from a JPA.

19. The COLLEGE shall defend, indemnify and hold harmless the PROVIDER, its officers, employees, agents, contractors and subcontractors from and against any and all liability, claims, demands, lawsuits, actions, arbitration proceedings, judgments, damages, losses, costs, expenses, of any nature, including worker's compensation claims, reasonable attorney's fees and costs whatsoever, including for any injury, illness or wrongful death, arising out of any negligent acts or omissions of the COLLEGE, any COLLEGE instructor, any student or personnel assigned to the PROVIDER by the COLLEGE, relating to, or in any way connected with the training of any student(s) participating in the EMS PROGRAM under this Agreement. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

20. The PROVIDER shall defend, indemnify and hold harmless the COLLEGE, its officers, employees, agents, contractors and subcontractors from and against any and all liability, claims, demands, lawsuits, actions, arbitration proceedings, judgments, damages, losses, costs,



expenses, of any nature, including worker's compensation claims, reasonable attorney's fees and court costs whatsoever, including for any injury, illness or wrongful death, arising out of any negligent acts or omissions of the PROVIDER, its employees, officers or agents, relating to, or in any way connected with the training of any student(s) participating in EMS Program under this Agreement. The PROVIDER shall have the right to conduct any investigation necessary to implement this provision.

21. This Agreement shall be effective upon execution by both Parties and shall continue in force until terminated by either party. The Agreement may be terminated by either party with or without cause at any time upon one (1) month written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE EMS Program may be permitted to complete their training pursuant to and under this Agreement in the sole discretion of the PROVIDER on the condition the COLLEGE agrees to continue the effectiveness of the provisions of this Agreement with regard to the students.

22. The PROVIDER may provide training experience to students of the EMS Program in other healthcare fields offered by the COLLEGE upon receipt by the PROVIDER of requests for such training and the provision of administrative evaluations by the PROVIDER of the availability of PROVIDER resources for such training and the written consent of both Parties to this Agreement.

23. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith. This Agreement may be amended only upon the written and mutual consent of the Parties hereto.

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

25. Notices. Any notices required to be given under this Agreement shall be given by regular mail, postage prepaid, addressed as follows:

COLLEGE

Riverside Community College District  
3423 Davis Ave.  
Riverside, CA 92518

PROVIDER

The Flyn Corporation  
Lynch Ambulance  
2950 La Jolla Street  
Anaheim, CA 92806

Or to such other address (es) as the Parties may hereafter designate.

26. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be constructed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Los Angeles, State of California. Should any action, suit or proceeding be brought to enforce or to interpret the provisions of the Agreement or as a result of alleged breach of any provision of this Agreement, the prevailing party in such action, suit or proceeding shall be entitled to costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include such an award thereof.

27. Assignment: This Agreement shall not be assigned by either party without the prior written consent of the other party.

28. Waiver of Subrogation Rights: The COLLEGE shall require the carriers of all required insurance policies to waive all Rights of Subrogation against the PROVIDER, The Flyn Corporation, Lynch Ambulance, or their officers, officials, employees, agents, volunteers, contractors and subcontractors.

29. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of the Parties.

30. Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties as agree that the effective date of this Agreement shall be the date of the last Party to execute the Agreement.

By: \_\_\_\_\_  
The Flyn Corporation  
Lynch Ambulance

By: \_\_\_\_\_  
Riverside Community College District  
Dr. James Buysse

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-6-d

Date: October 18, 2005

Subject: Memorandum of Understanding with Nuview Union School District

Background: Presented for the Board's review and consideration is a Memorandum of Understanding between Riverside Community College District and Nuview Union School District. The Gates Foundation has awarded \$400,000.00, over a five-year period, to the College District that will be used to plan for the establishment of Nuview Bridge Early College High School. Term of agreement shall be from October 19, 2005, to August 31, 2010. Funding Source: Gates Foundation Grant.

This agreement has been reviewed by Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor, Instruction.

Recommended Action: It is recommended the Board of Trustees approve the Memorandum of Understanding, from October 19, 2005, to August 31, 2010, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Lisa Conyers  
Dean of Instruction

MEMORANDUM OF UNDERSTANDING  
BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND  
NUVIEW UNION SCHOOL DISTRICT FOR THE ESTABLISHMENT OF  
NUVIEW BRIDGE EARLY COLLEGE HIGH SCHOOL

Riverside Community College District (RCCD) and Nuvview Union School District (NUSD) agree to the following Memorandum of Understanding regarding the establishment of the Nuvview Bridge Early College High School.

WHEREAS, the parties to this Memorandum of Understanding desire to establish, in accordance with the laws of the State of California, an Early College High School, serving grades 9 – 12, and provide the following opportunities for at risk students including students of color, low-income students, first-time college goers, and students who are English language learners and other high school students for whom a smooth transition into postsecondary education is now problematic:

- Completion of high school requirements and award of high school diploma AND
- Completion of community college A.A./A.S. degree AND/OR
- Completion of requirements to transfer to a four-year university AND/OR
- Complete a vocational certificate program that will lead to employment with a family-sustaining wage. Examples of a certificate program may include allied health or computer applications and office technologies.

In carrying out this contract, the Nuvview Bridge Early College High School shall not discriminate against any student, employee, or applicant for attendance or employment because of race, color, religion, national origin, sex, age (as defined by law) or disability in employment.

WHEREAS, Early College High Schools are demonstration schools aligned with Early College High School Initiative Core Principles and Attributes supported by the Bill and Melinda Gates Foundation as part of this foundation's support for national high school reform with special emphasis in selected states including California;

WHEREAS, Early College High Schools are small schools with enrollments of 400 or fewer students and for which a planning period commenced December 1, 2004, to plan for classes for 9<sup>th</sup> graders to begin in the fall of 2005;

WHEREAS, Early College High Schools prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work, improve academic performance and self-concept, and increase high school and college/university completion rates ;

WHEREAS, Nuvview Bridge Early College High School is an autonomous school with its own California Department of Education number and is located on a site that allows for the development of a college culture on or near the college campus;

WHEREAS, Nuvview Bridge Early College High School will be operationally and financially self sustaining at the conclusion of the grant period;

WHEREAS, Nuvview Bridge Early College High School agrees to provide notices to students, parents, employees and the general public that all educational programs are available without regard to race, color, religion, national origin, sex or disability. Further, the Nuvview Early College High School shall provide non-discrimination notices in all newsletters, annual reports, administrative reports, program information, handbooks, application forms and all promotional materials disseminated.

NOW, THEREFORE, the parties to this Memorandum of Understanding mutually agree as follows:

1. **AGREEMENT TERM:** The term of this agreement shall be from October 19, 2005, to August 31, 2010.

2. **GOVERNANCE:**

RCCD agrees to:

Provide a college liaison to the Initiative.

NUSD agrees to:

Provide a principal to the high school; and

Provide teachers to the high school.

3. GRADES AND PROVISION OF COURSES:

RCCD agrees to:

Provide transcripts, credits for college courses, and degree requirements for college courses completed by ECHS students.

NUSD agrees to:

Provide transcripts, credits for high school courses completed by ECHS students, and access to high school graduation requirements.

4. COURSE COMPLIANCE

RCCD agrees to:

Provide quality faculty instructors to ensure that course goals and standards are understood and followed.

NUSD agrees to:

Provide quality, credentialed instructors to meet course goals and standards.

5. INSTRUCTORS:

RCCD agrees to:

Provide instructors that meet the college's academic standards.

NUSD agrees to:

Provide instructors that meet the required quality standards.

6. FACILITIES:

RCCD agrees to:

Provide facilities for college courses that will be conducted for Early College High School students. Students shall be granted access to instructional and non-instructional facilities.

NUSD agrees to:

Provide any required facilities for Early College High School students. Students shall be granted access to instructional and non-instructional facilities.

7. TUITION AND COSTS:

RCCD agrees to:

Exempt ECHS students from enrollment fees (not including health and student services fees).

NUSD agrees to:

Work with the College to ensure funding of enrollment fees; and to fund other instructional expenses.

8. BOOKS AND SUPPLEMENTAL MATERIALS:

NUSD agrees to:

Fund books and other instructional materials.



9. ENROLLMENT:

RCCD agrees to:

Assist Early College High School students in enrolling in the college.

NUSD agrees to:

Assist Early College High School students in enrolling in high school classes.

10. INSTRUCTIONAL CALENDAR:

RCCD agrees to:

Provide an instructional calendar for credit courses to be taken on its campus.

NUSD agrees to:

Provide an instructional calendar for courses to be taken on its campus.

11. STUDENT CONDUCT:

RCCD agrees to:

Provide Early College High School students with College regulations regarding facilities and equipment usage, and codes of conduct.

NUSD agrees to:

Provide Early College High School students with District regulations regarding facilities and equipment usage, and codes of conduct.

## 12. SAFETY

RCCD agrees to:

Provide a safe environment, as for all students in attendance.

NUSD agrees to:

Provide a safe environment and notification to the students' parents/guardians of any accident or illness of Early College High School students.

## 13. EVALUATION

RCCD agrees to:

Participate in ECHS evaluation activities, including the Early College High School Student Information System, with appropriate protections and assurances to its students, their families, and teachers.

NUSD agrees to:

Participate in ECHS evaluation activities including the Early College High School Student Information System, with appropriate protections and assurances to its students, their families and teachers.

## 14. INDEMNIFICATION AND HOLD HARMLESS

It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold NUSD 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 MOU. It is mutually agreed and understood that, during the term of this MOU, NUSD 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 NUSD, its officers and employees, arising out of, under, pursuant to or in connection with this MOU.

15. AMENDMENT, RENEWAL, AND TERMINATION OF AGREEMENT

This Memorandum of Understanding may be amended by mutual written agreement of both parties. RCCD and NUSD reserve the right to terminate this MOU upon service of written notice to the other party 30 days prior to the date of termination. In this event, the date of termination will be the day after the end of the semester during which the 30-day period expires.

IN WITNESS THEREOF, the parties have duly approved THIS AGREEMENT, EXECUTED on this 19 day of October 2005.

Riverside Community College District

By: \_\_\_\_\_  
Dr. James Buysse  
Vice Chancellor, Administration and Finance

\_\_\_\_\_  
Date

Nuview Union School District

By: \_\_\_\_\_  
Dr. Jay Hoffman  
Superintendent

\_\_\_\_\_  
Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-6-e

Date: October 18, 2005

Subject: Affiliation Agreements with Mission Family Medical Group and  
Moreno Valley Urgent Care

Background: Presented for the Board's consideration and review are affiliation agreements for clinical training sites between Riverside Community College District and Mission Family Medical Group and Moreno Valley Urgent Care. These agreements provide a venue for training physician assistant students in family practice settings. Each agreement is for a one-year period beginning October 19, 2005 through October 18, 2006. Funding source: No cost to the District.

These agreements have each been reviewed by Sylvia Thomas, Associate Vice Chancellor, Instruction, and Ed Godwin, Director, Administrative Services, and Ron Vito, District Dean, Occupational Education.

Recommended Action: It is recommended that the Board of Trustees approve the Affiliation Agreements, for October 19, 2005 through October 18, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella  
Chancellor

Prepared by: Lisa Conyers,  
Dean of Instruction  
Delores Middleton, Program Director  
Physician Assistant Program

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Physician Assistant clinical training (“Agreement”) dated as of October 19, 2005, entered into by and among the Riverside Community College District (RCCD) and Mission Family Medical Group (“Facility”), located at 31720 Highway 79, Suite 100, Temecula, CA.

WHEREAS, Riverside Community College District has established curriculum for students in Physician Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Hospitals, Clinics and Medical Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. GENERAL INFORMATION

- A. This Agreement governs the establishment and operation of physician assistant clinical training at the Facility. RCCD and the Facility may make arrangements for physician assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

- A. Develop the curriculum for the Physician Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
  - Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.
  
- F. Shall instruct its physician assistant students, employees and instructors to maintain the confidentiality of any and all patient and other proprietary information received in the course of the clinical training. Students and instructors are not to discuss, transmit or narrate in any form any patient information of a personal nature, medical or otherwise without patient informed consent. Nothing in this paragraph will prevent students, employees or instructors from providing necessary information to the Risk Management Department. The Risk Management Department will maintain the confidentiality of this information.
  
- G. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
  - 1. Name, address and telephone number;
  - 2. Health care providers and/or health insurance; and
  - 3. All other reasonable information about the RCCD and students as requested by the Facility.
  
- H. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
  
- I. Provide RCCD students with orientation information about the Facility in accord with any orientation presented by the Facility to RCCD instructors.
  
- J. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
  
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.

- C. Provide, when possible, a reasonable amount of storage space for RCCD instructional materials and reasonable classroom or conference room space at the Facility for use in the RCCD Program.
- D. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- E. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- F. Have the right to demand that RCCD withdraw from the Facility any student, instructor or employee who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student, instructor or employee, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student, instructor or employee.
- G. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student, instructor and employee.
- H. Arrange an orientation to the Facility for the RCCD administrators and instructors.
- I. Retain ultimate professional and administrative accountability for all patient care.
- J. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- K. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- L. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- M. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, (1) comprehensive general liability insurance to cover each party's employees and instructors while at the Facility at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and instructors at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance requirements specified in this Section IV.A. may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- B. The RCCD shall ensure that each student maintains in full force and effect, and written by outside carriers acceptable to the Facility, professional liability insurance to cover RCCD students at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. RCCD shall ensure that the Facility receive thirty (30) days written notice prior to the effective date of any material change to or cancellation of such professional liability policy.
- C. Each party shall extend its usual workers' compensation insurance to cover all employees who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a certification requirement. Therefore, RCCD students are not to be considered employees of either the RCCD or the Facility for purposes of workers' compensation, employee benefit programs or any other purpose.
- D. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- E. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.



- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of the Facility, their officer, partners, employees or agents, arising out of in any way connected with the performance of their obligations under this Agreement. The foregoing indemnity and hold harmless obligation of the Facility includes and applies without limitation to injury or damage to RCCD, patients, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

#### VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility as federal government contractors are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

#### VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

The parties expressly understand and agree that:

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility, their employees, students, partners, or agents, but rather in an agreement by and among independent contractors. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other parties. Facility shall not be responsible to the RCCD, RCCD students, employees, instructors or agents or to any governing body for any payroll-related taxes or any other employment related liability in connection with the performance of services by RCCD, RCCD students, employees, instructors or agents under this Agreement. It is expressly understood that RCCD will be responsible for all legally required tax withholding for itself and its students, employees, instructors and agents as may be applicable. RCCD warrants that it will comply with all applicable federal, state and local laws, including, but not limited to, wage and hour laws and employment discrimination laws. It is expressly understood that none of RCCD students, employees, instructors and agents who are providing services hereunder are employees of the Facility for any purpose, including but not limited to, employee welfare and pension benefits of employment, workers' compensation, disability insurance or compensation for services or any other fringe benefits of employment. RCCD will notify the Facility of any change (including, but not limited to, the tax withholding status) in the employer/employee relationship between RCCD and those individuals providing services under this Agreement. Neither RCCD nor any of its students, instructors, employees or agents shall receive any compensation from the Facility.

#### VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility,

publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

**IX. MODIFICATION**

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

**X. SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

**XI. ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

**XII. RULES OF CONSTRUCTION**

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

**XIII. ENTIRE AGREEMENT**

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

**XIV. JURISDICTION**

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

**XV. EXECUTION**

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto. This Agreement shall be effective for a period of one year from the date of the Agreement set forth herein above when executed by both parties. This Agreement will be automatically renewed annually after appropriate review by both parties unless otherwise indicated in writing by one of the

parties at least thirty (30) days prior to the end of the period. This Agreement may be terminated by either party after giving the other party thirty (30) days advanced written notice of its intention to terminate. Such termination shall not be effective for any student who, at the date of mailing such termination, was participating satisfactorily in the Program until the student has completed the program for then current academic session.

**XVI. SEVERABILITY**

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

**XII. AUTHORIZATION**

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

RCCD

FACILITY

Riverside Community College District

Mission Family Medical Group

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

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

Printed: James Buysse  
Vice Chancellor

Printed: Curtiss Coombs, M.D.

Title: Administration and Finance

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

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

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

AND

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

Printed: John Schoonmaker, D.O.

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

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

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Physician Assistant clinical training (“Agreement”) dated as of October 19, 2005, entered into by and among the Riverside Community College District (RCCD) and Moreno Valley Urgent Care (“Facility”), located at 12199 Heacock Street, Suite #6, Moreno Valley, CA.

WHEREAS, Riverside Community College District has established curriculum for students in Physician Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Hospitals, Clinics and Medical Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. GENERAL INFORMATION

- A. This Agreement governs the establishment and operation of physician assistant clinical training at the Facility. RCCD and the Facility may make arrangements for physician assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

- A. Develop the curriculum for the Physician Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
  - Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.
  
- F. Shall instruct its physician assistant students, employees and instructors to maintain the confidentiality of any and all patient and other proprietary information received in the course of the clinical training. Students and instructors are not to discuss, transmit or narrate in any form any patient information of a personal nature, medical or otherwise without patient informed consent. Nothing in this paragraph will prevent students, employees or instructors from providing necessary information to the Risk Management Department. The Risk Management Department will maintain the confidentiality of this information.
  
- G. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
  - 1. Name, address and telephone number;
  - 2. Health care providers and/or health insurance; and
  - 3. All other reasonable information about the RCCD and students as requested by the Facility.
  
- H. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
  
- I. Provide RCCD students with orientation information about the Facility in accord with any orientation presented by the Facility to RCCD instructors.
  
- J. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
  
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.

- C. Provide, when possible, a reasonable amount of storage space for RCCD instructional materials and reasonable classroom or conference room space at the Facility for use in the RCCD Program.
- D. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- E. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- F. Have the right to demand that RCCD withdraw from the Facility any student, instructor or employee who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student, instructor or employee, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student, instructor or employee.
- G. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student, instructor and employee.
- H. Arrange an orientation to the Facility for the RCCD administrators and instructors.
- I. Retain ultimate professional and administrative accountability for all patient care.
- J. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- K. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- L. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- M. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, (1) comprehensive general liability insurance to cover each party's employees and instructors while at the Facility at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and instructors at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance requirements specified in this Section IV.A. may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- B. The RCCD shall ensure that each student maintains in full force and effect, and written by outside carriers acceptable to the Facility, professional liability insurance to cover RCCD students at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. RCCD shall ensure that the Facility receive thirty (30) days written notice prior to the effective date of any material change to or cancellation of such professional liability policy.
- C. Each party shall extend its usual workers' compensation insurance to cover all employees who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a certification requirement. Therefore, RCCD students are not to be considered employees of either the RCCD or the Facility for purposes of workers' compensation, employee benefit programs or any other purpose.
- D. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- E. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.



- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of the Facility, their officer, partners, employees or agents, arising out of in any way connected with the performance of their obligations under this Agreement. The foregoing indemnity and hold harmless obligation of the Facility includes and applies without limitation to injury or damage to RCCD, patients, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

#### VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility as federal government contractors are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

#### VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

The parties expressly understand and agree that:

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility, their employees, students, partners, or agents, but rather in an agreement by and among independent contractors. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other parties. Facility shall not be responsible to the RCCD, RCCD students, employees, instructors or agents or to any governing body for any payroll-related taxes or any other employment related liability in connection with the performance of services by RCCD, RCCD students, employees, instructors or agents under this Agreement. It is expressly understood that RCCD will be responsible for all legally required tax withholding for itself and its students, employees, instructors and agents as may be applicable. RCCD warrants that it will comply with all applicable federal, state and local laws, including, but not limited to, wage and hour laws and employment discrimination laws. It is expressly understood that none of RCCD students, employees, instructors and agents who are providing services hereunder are employees of the Facility for any purpose, including but not limited to, employee welfare and pension benefits of employment, workers' compensation, disability insurance or compensation for services or any other fringe benefits of employment. RCCD will notify the Facility of any change (including, but not limited to, the tax withholding status) in the employer/employee relationship between RCCD and those individuals providing services under this Agreement. Neither RCCD nor any of its students, instructors, employees or agents shall receive any compensation from the Facility.

#### VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility,

publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

**IX. MODIFICATION**

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

**X. SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

**XI. ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

**XII. RULES OF CONSTRUCTION**

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

**XIII. ENTIRE AGREEMENT**

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

**XIV. JURISDICTION**

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

**XV. EXECUTION**

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto. This Agreement shall be effective for a period of one year from the date of the Agreement set forth herein above when executed by both parties. This Agreement will be automatically renewed annually after appropriate review by both parties unless otherwise indicated in writing by one of the

parties at least thirty (30) days prior to the end of the period. This Agreement may be terminated by either party after giving the other party thirty (30) days advanced written notice of its intention to terminate. Such termination shall not be effective for any student who, at the date of mailing such termination, was participating satisfactorily in the Program until the student has completed the program for then current academic session.

**XVI. SEVERABILITY**

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

**XII. AUTHORIZATION**

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

RCCD

FACILITY

Riverside Community College District

Moreno Valley Urgent Care

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

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

Printed: James Buysse  
Vice Chancellor

Printed: James A. Harrison, M.D.

Title: Administration and Finance

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

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-a

Date: October 18, 2005

Subject: Agreement with Nicki Bywater

Background: Attached for the Board's review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Nicki Bywater, to conduct four (4) three-hour workshops during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of \$50.00 per hour; total expenses will not exceed \$600.00. The workshops are being held to fulfill the requirements of the Foster and Kinship Care Education Program. Funding source: Foster and Kinship Care Education Grant.

The workshop facilitator in this agreement 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 Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed \$600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

WORKSHOP FACILITATOR AGREEMENT  
BETWEEN

NICKI BYWATER  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19<sup>th</sup> day of October 2005, between Nicki Bywater, hereinafter referred to as the “Facilitator,” 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 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator 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 Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct four (4) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$600.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for

property damage, bodily injury, or death (Facilitator's 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 Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, 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.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Facilitator shall regard all District 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.
- 4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause

required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government sub-Facilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

#### ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator'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.
- 7.03 Independent Contractor. Facilitator, 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 the District.



Riverside Community College District

Facilitator

---

James L. Buysse  
Vice Chancellor, Administration & Finance

---

Nicki Bywater

---

Date

---

Date

EXHIBIT A

Facilitator Agreement between  
Nicki Bywater  
and  
Riverside Community College District

SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of four (4) 3-hour workshop to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas on beginning October 19, 2005 through June 30, 2006. 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. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

The following will be delivered to Foster and Kinship Care Education participants as a result of the provision of services described within this scope of work.

- Conduct four 3-hour workshops per month as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$600.00, for the delivery of four (4) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-b

Date: October 18, 2005

Subject: Agreement with Dan Crain

Background: Attached for the Board's review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Dan Crain, to conduct four (4) three-hour workshops during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of \$50.00 per hour; total expenses will not exceed \$600.00. The workshops are being held to fulfill the requirements of the Foster and Kinship Care Education Program. Funding source: Foster and Kinship Care Education Grant.

The workshop facilitator in this agreement 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 Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed \$600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

WORKSHOP FACILITATOR AGREEMENT  
BETWEEN

DAN CRAIN  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19<sup>th</sup> day of October 2005, between Dan Crain, hereinafter referred to as the “Facilitator,” 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 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator 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 Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct four (4) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$600.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for

property damage, bodily injury, or death (Facilitator's 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 Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, 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.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Facilitator shall regard all District 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.
- 4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause

required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

#### ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator'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.
- 7.03 Independent Contractor. Facilitator, 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 the District.

Riverside Community College District

Facilitator

---

James L. Buisse  
Vice Chancellor, Administration & Finance

---

Dan Crain

---

Date

---

Date

EXHIBIT A

Facilitator Agreement between  
Dan Crain  
and  
Riverside Community College District

SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of four (4) 3-hour workshop to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas on beginning October 19, 2005 through June 30, 2006. 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. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

The following will be delivered to Foster and Kinship Care Education participants as a result of the provision of services described within this scope of work.

- Conduct four 3-hour workshops per month as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$600.00, for the delivery of four (4) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-c

Date: October 18, 2005

Subject: Agreement with Jill Johnson

Background: Attached for the Board's review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Jill Johnson, to conduct four (4) three-hour workshops during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of \$50.00 per hour; total expenses will not exceed \$600.00. The workshops are to fulfill the requirements of the Foster and Kinship Care Education Program. Funding source: Foster and Kinship Care Education Grant.

The workshop facilitator in this agreement 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 Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed \$600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

WORKSHOP FACILITATOR AGREEMENT  
BETWEEN

JILL JOHNSON  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19<sup>th</sup> day of October 2005, between Jill Johnson, hereinafter referred to as the “Facilitator,” 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 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator 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 Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct four (4) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$600.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for

property damage, bodily injury, or death (Facilitator's 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 Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, 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.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Facilitator shall regard all District 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.
- 4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause

required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government sub-Facilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

#### ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator'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.
- 7.03 Independent Contractor. Facilitator, 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 the District.

Riverside Community College District

Facilitator

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James L. Buisse  
Vice Chancellor, Administration & Finance

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Jill Johnson

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Date

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Date

EXHIBIT A

Facilitator Agreement between  
Jill Johnson  
and  
Riverside Community College District

SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of four (4) 3-hour workshop to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas on beginning October 19, 2005 through June 30, 2006. 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. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

The following will be delivered to Foster and Kinship Care Education participants as a result of the provision of services described within this scope of work.

- Conduct four 3-hour workshops per month as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$600.00, for the delivery of four (4) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-d

Date: October 18, 2005

Subject: Agreement with Sheralyn Pope

Background: Attached for the Board's review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Sheralyn Pope, to conduct four (4) three-hour workshops during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of \$50.00 per hour; total expenses will not exceed \$600.00. The workshops are to fulfill the requirements of the Foster and Kinship Care Education Program. Funding source: Foster and Kinship Care Education Grant.

The workshop facilitator in this agreement 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 Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed \$600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

WORKSHOP FACILITATOR AGREEMENT  
BETWEEN

SHERALYN POPE  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19<sup>th</sup> day of October 2005, between Sheralyn Pope, hereinafter referred to as the “Facilitator,” 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 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator 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 Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct four (4) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$600.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for



property damage, bodily injury, or death (Facilitator's 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 Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, 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.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Facilitator shall regard all District 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.
- 4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause

required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

#### ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator'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.
- 7.03 Independent Contractor. Facilitator, 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 the District.

Riverside Community College District

Facilitator

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James L. Buysse  
Vice Chancellor, Administration & Finance

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Sheralyn Pope

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Date

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Date

EXHIBIT A

Facilitator Agreement between  
Sheralyn Pope  
and  
Riverside Community College District

SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of four (4) 3-hour workshop to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas on beginning October 19, 2005 through June 30, 2006. 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. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

The following will be delivered to Foster and Kinship Care Education participants as a result of the provision of services described within this scope of work.

- Conduct four 3-hour workshops per month as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$600.00, for the delivery of four (4) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-e

Date: October 18, 2005

Subject: Agreement with Michelle Runnels

Background: Attached for the Board's review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Michelle Runnels, to conduct four (4) three-hour workshops during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of \$50.00 per hour; total expenses will not exceed \$600.00. The workshops are being held to fulfill the requirements of the Foster and Kinship Care Education Program. Funding source: Foster and Kinship Care Education Grant.

The workshop facilitator in this agreement 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 Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed \$600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

WORKSHOP FACILITATOR AGREEMENT  
BETWEEN

MICHELLE RUNNELS  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19<sup>th</sup> day of October 2005, between Michelle Runnels, hereinafter referred to as the “Facilitator,” 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 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator 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 Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct four (4) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$600.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for

property damage, bodily injury, or death (Facilitator's 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 Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, 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.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Facilitator shall regard all District 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.
- 4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause

required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

#### ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator'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.
- 7.03 Independent Contractor. Facilitator, 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 the District.



Riverside Community College District

Facilitator

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James L. Buysse  
Vice Chancellor, Administration & Finance

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Michelle Runnels

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Date

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Date

EXHIBIT A

Facilitator Agreement between  
Michelle Runnels  
and  
Riverside Community College District

SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of four (4) 3-hour workshop to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas on beginning October 19, 2005 through June 30, 2006. 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. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

The following will be delivered to Foster and Kinship Care Education participants as a result of the provision of services described within this scope of work.

- Conduct four 3-hour workshops per month as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$600.00, for the delivery of four (4) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-f

Date: October 18, 2005

Subject: Agreement with Keith Hosea

Background: Attached for the Board's review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Keith Hosea, to conduct twelve (12) three-hour workshops during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of \$50.00 per hour; total expenses will not exceed \$1,800.00. The workshops are to fulfill the requirements of the Riverside Community College Foster Youth Emancipation Program. Funding source: Foster Youth Emancipation Grant.

The workshop facilitator in this agreement 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 Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed \$1,800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

WORKSHOP FACILITATOR AGREEMENT  
BETWEEN

KEITH HOSEA  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19<sup>th</sup> day of October 2005, between Keith Hosea, hereinafter referred to as the “Facilitator,” 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 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator 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 Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Riverside Community College Foster Youth Emancipation Program. It is expected that the Facilitator will conduct eight (12) 3-hour workshops during the year. Total payments to the Facilitator are not to exceed \$1,800.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission

of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for property damage, bodily injury, or death (Facilitator's 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 Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, 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.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Facilitator shall regard all District 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.
- 4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part

60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government sub Facilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

#### ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator'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.
- 7.03 Independent Contractor. Facilitator, 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 the District.

Riverside Community College District

Facilitator

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James L. Buisse  
Vice Chancellor, Administration & Finance

---

Keith Hosea

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Date

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Date

EXHIBIT A

Facilitator Agreement between  
Keith Hosea  
and  
Riverside Community College District

SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of twelve 3-hour workshops to participants in the Riverside Community College Foster Youth Emancipation Program in Riverside County beginning October 19, 2005 through June 30, 2006. The workshop will address various issues for youth preparing to emancipate from foster care. Curriculum topics include education options, employment readiness, self esteem, and basic life skills. Specific workshop dates and locations to be determined in consultation with the Director of the Riverside Community College Foster Youth Emancipation Program.

DELIVERABLES

The following will be delivered to Foster Youth participating in the Life Skills Classes as a result of the provision of services described within this scope of work.

- Conduct twelve 3-hour workshops as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$1,800, for the delivery of twelve (12) three-hour workshops include all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-g

Date: October 18, 2005

Subject: Agreement with Nathaniel Rodriguez

Background: Attached for the Board's review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Nathaniel Rodriguez, to conduct twelve (12) three-hour workshops during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of \$50.00 per hour; total expenses are not to exceed \$1,800.00. The workshops will be held to fulfill the requirements of the Riverside Community College Foster Youth Emancipation Program. Funding source: Foster Youth Emancipation Grant.

The workshop facilitator in this agreement 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 Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed \$1,800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

WORKSHOP FACILITATOR AGREEMENT  
BETWEEN

NATHANIEL RODRIGUEZ  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19<sup>th</sup> day of October 2005, between Nathaniel Rodriguez, hereinafter referred to as the “Facilitator,” 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 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator 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 Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Riverside Community College Foster Youth Emancipation Program. It is expected that the Facilitator will conduct eight (12) 3-hour workshops during the year. Total payments to the Facilitator are not to exceed \$1,800.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission

of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for property damage, bodily injury, or death (Facilitator's 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 Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, 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.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Facilitator shall regard all District 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.
- 4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part

60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government sub Facilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

#### ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator'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.
- 7.03 Independent Contractor. Facilitator, 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 the District.

Riverside Community College District

Facilitator

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James L. Buysse  
Vice Chancellor, Administration & Finance

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Nathaniel Rodriguez

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Date

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Date

EXHIBIT A

Facilitator Agreement between  
Nathaniel Rodriguez  
and  
Riverside Community College District

SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of twelve 3-hour workshops to participants in the Riverside Community College Foster Youth Emancipation Program in Riverside County beginning October 19, 2005 through June 30, 2006. The workshop will address various issues for youth preparing to emancipate from foster care. Curriculum topics include education options, employment readiness, self esteem, and basic life skills. Specific workshop dates and locations to be determined in consultation with the Director of the Riverside Community College Foster Youth Emancipation Program.

DELIVERABLES

The following will be delivered to Foster Youth participating in the Life Skills Classes as a result of the provision of services described within this scope of work.

- Conduct twelve 3-hour workshops as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$1,800, for the delivery of twelve (12) three-hour workshops include all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-h

Date: October 18, 2005

Subject: Agreement with Rik Rusovik

Background: Attached for the Board's review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Rik Rusovik, to conduct twelve (12) three-hour workshops during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of \$50.00 per hour; total expenses will not exceed \$1,800.00. The workshops are being held to fulfill the requirements of the Riverside Community College Foster Youth Emancipation Program. Funding source: Foster Youth Emancipation Grant.

The workshop facilitator in this agreement 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 Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed \$1,800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

WORKSHOP FACILITATOR AGREEMENT  
BETWEEN

RIK RUSOVIK  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19<sup>th</sup> day of October 2005, between Rik Rusovik, hereinafter referred to as the “Facilitator,” 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 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator 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 Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Riverside Community College Foster Youth Emancipation Program. It is expected that the Facilitator will conduct eight (12) 3-hour workshops during the year. Total payments to the Facilitator are not to exceed \$1,800.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission



of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for property damage, bodily injury, or death (Facilitator's 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 Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, 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.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Facilitator shall regard all District 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.
- 4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part

60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government sub Facilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

#### ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator'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.
- 7.03 Independent Contractor. Facilitator, 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 the District.

Riverside Community College District

Facilitator

---

James L. Buisse  
Vice Chancellor, Administration & Finance

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Rik Rusovik

---

Date

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Date

EXHIBIT A

Facilitator Agreement between  
Rik Rusovik  
and  
Riverside Community College District

SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of twelve 3-hour workshops to participants in the Riverside Community College Foster Youth Emancipation Program in Riverside County beginning October 19, 2005 through June 30, 2006. The workshop will address various issues for youth preparing to emancipate from foster care. Curriculum topics include education options, employment readiness, self esteem, and basic life skills. Specific workshop dates and locations to be determined in consultation with the Director of the Riverside Community College Foster Youth Emancipation Program.

DELIVERABLES

The following will be delivered to Foster Youth participating in the Life Skills Classes as a result of the provision of services described within this scope of work.

- Conduct twelve 3-hour workshops as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$1,800, for the delivery of twelve (12) three-hour workshops include all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-i

Date: October 18, 2005

Subject: Agreement with Lisa White

Background: Attached for the Board's review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Lisa White, to conduct twelve (12) three-hour workshops during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of \$50.00 per hour; total expenses will not exceed \$1,800.00. The workshops are being held to fulfill the requirements of the Riverside Community College Foster Youth Emancipation Program. Funding source: Foster Youth Emancipation Grant.

The workshop facilitator in this agreement 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 Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed \$1,800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

WORKSHOP FACILITATOR AGREEMENT  
BETWEEN

LISA WHITE  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19<sup>th</sup> day of October 2005, between Lisa White, hereinafter referred to as the “Facilitator,” 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 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator 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 Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Riverside Community College Foster Youth Emancipation Program. It is expected that the Facilitator will conduct eight (12) 3-hour workshops during the year. Total payments to the Facilitator are not to exceed \$1,800.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission

of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for property damage, bodily injury, or death (Facilitator's 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 Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, 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.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Facilitator shall regard all District 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.
- 4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part

60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government sub Facilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

#### ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator'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.
- 7.03 Independent Contractor. Facilitator, 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 the District.



Riverside Community College District

Facilitator

---

James L. Buysse  
Vice Chancellor, Administration & Finance

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Lisa White

---

Date

---

Date

EXHIBIT A

Facilitator Agreement between  
Lisa White  
and  
Riverside Community College District

SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of twelve 3-hour workshops to participants in the Riverside Community College Foster Youth Emancipation Program in Riverside County beginning October 19, 2005 through June 30, 2006. The workshop will address various issues for youth preparing to emancipate from foster care. Curriculum topics include education options, employment readiness, self esteem, and basic life skills. Specific workshop dates and locations to be determined in consultation with the Director of the Riverside Community College Foster Youth Emancipation Program.

DELIVERABLES

The following will be delivered to Foster Youth participating in the Life Skills Classes as a result of the provision of services described within this scope of work.

- Conduct twelve 3-hour workshops as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$1,800, for the delivery of twelve (12) three-hour workshops include all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-j

Date: October 18, 2005

Subject: Agreement with Diana Esparza

Background: Attached for the Board's review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Diana Esparza, to assist with the preparation, setup, and cleanup of monthly meetings during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of \$75.00 per meeting; total expenses will not exceed \$675.00. The workshops are to fulfill the requirements of the Foster and Kinship Education Care Program. Funding source: Foster and Kinship Education Grant.

The workshop facilitator in this agreement 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 Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed \$675.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

WORKSHOP FACILITATOR AGREEMENT  
BETWEEN

DIANA ESPARZA  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19<sup>th</sup> day of October 2005, between Diana Esparza, hereinafter referred to as the “Facilitator,” 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 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator 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 Facilitator, The District will pay the Facilitator a flat rate of \$75.00 per workshop to assist in the preparation and cleanup of each meeting to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will assist with the delivery of nine (9) workshops for the year. Total payments to the Facilitator are not to exceed \$675.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission

of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for property damage, bodily injury, or death (Facilitator's 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 Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, 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.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Facilitator shall regard all District 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.
- 4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part

60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

#### ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator'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.
- 7.03 Independent Contractor. Facilitator, 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 the District.

Riverside Community College District

Facilitator

---

James L. Buisse  
Vice Chancellor, Administration & Finance

---

Diana Esparza

---

Date

---

Date

EXHIBIT A

Facilitator Agreement between  
Diana Esparza  
and  
Riverside Community College District

SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to assist with the purchase of refreshments, set-up, and cleanup of each meeting. Additionally, they will be responsible for ensuring that each participant is registered, has signed the attendance roster, and distribute and collect the program evaluations. The agreement covers those workshops beginning October 19, 2005 through June 30, 2006. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

The following will be delivered to Foster and Kinship Care Education participants as a result of the provision of services described within this scope of work.

- Assist with the preparation, set-up, and cleanup of workshops as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$675.00, for assisting with workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the flat rate of \$75.00.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-k

Date: October 18, 2005

Subject: Agreement with Sonia Vela

Background: Attached for the Board's review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Sonia Vela, to assist with the preparation, setup, and cleanup of monthly meetings during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of \$75.00 per meeting; total expenses will not exceed \$675.00. The workshops are to fulfill the requirements of the Foster and Kinship Education Care Program. Funding source: Foster and Kinship Education Grant.

The workshop facilitator in this agreement 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 Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed \$675.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

WORKSHOP FACILITATOR AGREEMENT  
BETWEEN

SONIA VELA  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19<sup>th</sup> day of October 2005, between Sonia Vela, hereinafter referred to as the “Facilitator,” 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 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator 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 Facilitator, The District will pay the Facilitator a flat rate of \$75.00 per workshop to assist in the preparation and cleanup of each meeting to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will assist with the delivery of nine (9) workshops for the year. Total payments to the Facilitator are not to exceed \$675.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for

property damage, bodily injury, or death (Facilitator's 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 Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, 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.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Facilitator shall regard all District 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.
- 4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause

required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

#### ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator'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.
- 7.03 Independent Contractor. Facilitator, 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 the District.

---

James L. Buysse  
Vice Chancellor, Administration & Finance

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Sonia Vela

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Date

---

Date

EXHIBIT A

Facilitator Agreement between  
Sonia Vela  
and  
Riverside Community College District

SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to assist with the purchase of refreshments, set-up, and cleanup of each meeting. Additionally, they will be responsible for ensuring that each participant is registered, has signed the attendance roster, and distribute and collect the program evaluations. The agreement covers those workshops beginning October 19, 2005 through June 30, 2006. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

The following will be delivered to Foster and Kinship Care Education participants as a result of the provision of services described within this scope of work.

- Assist with the preparation, set-up, and cleanup of workshops as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$675.00, for assisting with workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the flat rate of \$75.00.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-a

Date: October 18, 2005

Subject: Agreement with University/Resident Theatre Association, Inc.

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and University/Resident Theatre Association, Inc., to pay U/RTA all fees, benefits, and other charges mutually agreed upon and consistent with the applicable union rules and regulations for Steven Young, who is a member of United Scenic Artists (USA). These services will be used by Performance Riverside for the production of Quilters. Riverside Community College District will send U/RTA a total of \$2,923.32, which includes a three percent administrative fee for its services. The term of this agreement is October 19, 2005, through November 20, 2005. Funding source: General Fund.

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 they are 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 Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through November 20, 2005, for a total of \$2,923.32, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Carolyn L. Quin  
Dean, Riverside School for the Arts

# URTA

## CONTRACT MANAGEMENT PROGRAM

### General Information - Designers

The University/Resident Theatre Association, Inc. is offering the CONTRACT MANAGEMENT PROGRAM to schools and theatres who wish to hire professional Designers but are unable to do so. In most instances, the CONTRACT MANAGEMENT PROGRAM allows a college, university or theatre to employ a professional Designer without having the Designer added to their payroll, particularly when the program is unable to make certain necessary payments for the Designer, such as union pension and health, etc.

If your organization wishes to employ a professional Designer under this program, the following general points of information should be considered carefully before further application is made:

1. When contracting a professional Designer for employment, the employer must follow the rules and regulations set forth by the United Scenic Artists (USA), the union of professional designers, which will be happy to supply the terms for any proposed agreement, and these terms must be unconditionally met unless dispensation in writing has been granted by the union's designated representative.
2. Any agreements between your organization and the Designer are subject to the terms of employment supplied by the Designer's union, and the Designer should not agree to anything without complete knowledge of those requirements.
3. U/RTA will advise an organization on the best procedure for contracting a professional Designer, but *will not* negotiate terms with the Designer's union, except in special instances which may be handled by an URTA representative through correspondence with the organization.
4. Under union agreements, the employer is expected to pay pension, health, and other benefit payments on the Designer's behalf. These payments should be taken into consideration when budgeting professional salaries or fees, over and above the gross figure.
5. U/RTA will be happy to employ the professional Designer, who will be subsequently "loaned" to your organization. U/RTA will be responsible for the employee paycheck payments, all benefit payments and all end-of-year tax filings. It is understood that U/RTA will charge a reasonable service fee for this work.
6. To protect the organization, the Designer, and U/RTA, a LETTER OF SECURITY must be submitted to U/RTA by a responsible fiscal authority of the university or theatre, guaranteeing the payment of all costs under the CONTRACT MANAGEMENT PROGRAM. This agreement must be received by U/RTA before any further contracting is done. U/RTA will, in turn, prepare similar security agreements with USA.
7. In a union contract under the CONTRACT MANAGEMENT PROGRAM, U/RTA becomes the "producer of record." However, U/RTA will only serve in this capacity wherever professional employees are concerned. Your organization is expected to meet all terms of any union contract it is using through the CMP.
8. In order to ensure that U/RTA is fully aware of decisions made regarding the possible hiring of professional Designer, your organization should copy U/RTA with all pertinent correspondence, and contact U/RTA before contacting the Designer's union regarding his/her employment.

The enclosed material should assist you in determining the feasibility of contracting a professional Designer under the CONTRACT MANAGEMENT PROGRAM. In the event that you have any questions, please do not hesitate to contact:

**Manager of Contract Services**  
University/Resident Theatre Association  
1560 Broadway, Suite 712  
New York, NY 10036  
CMP phone:(212) 221-1130 Fax (212) 869-2757  
E-Mail: [URTAcmp@aol.com](mailto:URTAcmp@aol.com)

10/3/2003



LETTER OF AGREEMENT

(Cost Basis)

This agreement outlines the various services to be provided by the University/Resident Theatre Association, Inc., hereinafter referred to as U/RTA, to the: (Name of Institution) Riverside Community College District (Performance Riverside), hereinafter referred to as the Presenter, in connection with: (Name of Production) Quilters at the (Actual Name of Theatre) Landis Performing Arts Center for the period beginning (Date) November 11, 2005 and ending (Date) November 20, 2005.

The Presenter agrees to pay U/RTA upon execution of this Letter of Agreement all amounts due up to and including (Closing Date) November 20, 2005 pursuant to the schedule contained cumulatively as Attachments "A", "B", "C". The Presenter further agrees to pay thereafter such amounts as are due pursuant to said schedule and as set forth in the union contracts. It is mutually understood that this Letter of Agreement and Attachments are on a cost basis and all amounts advanced by the Presenter to U/RTA and not expended for authorized costs incurred shall be refunded to the Presenter. Presenter is responsible for any and all monies incurred for the use of the Designer over the estimates listed below. U/RTA agrees to enter into contract with the Designer(s) under the conditions agreed upon between the Designer(s) and the Presenter. U/RTA will undertake to pay all salaries, fees, benefits, and other charges mutually agreed upon and consistent with the applicable union rules and regulations. For its services, U/RTA will charge the Presenter the sum total of the costs involved concerning the Designer services, plus the actual costs of providing said services as detailed in Attachment "B".

In addition, the Presenter shall indemnify, defend, and hold U/RTA and its executors, administrators, Directors and Officers harmless from and against any and all liabilities, damages, costs, expenses and/or other losses (including reasonable attorney's fees) whatsoever which U/RTA may suffer by and from actions of the Presenter or its employees or Designer hired on its behalf, or arbitration or litigation entered into on behalf of the Presenter or Designer hired on its behalf.

For the services of the Designer(s) and/or listed in Attachment "C" with their scheduled periods and terms of employment, based on salary, fee and per diem information provided, and accepting the liability of union requirements regarding pension and health payments, the Presenter agrees to pay the amount of \$ 2,659.80 and in addition, the service fees for the U/RTA-CONTRACT MANAGEMENT PROGRAM in the amount determined in Attachment "B", now estimated to be \$279.79 for a total of \$ 2,939.59 to be paid at least two weeks prior to any payments made to the Designer.

Credit shall be provided to U/RTA on the appropriate page of all programs distributed for the above-referenced production(s). Such credit shall read as follows: "This production uses the Contract Management Program of the University/Resident Theatre Association, Inc."

Either party may cancel this agreement by giving thirty (30) days written notice.

FOR	<u>Riverside Community College District</u>	FOR	<u>University/Resident Theatre Association, Inc.</u>
NAME	<u>JIM BUYSSE</u> (Typed)	NAME	<u></u> (Typed)
NAME	<u></u> (Signature)	NAME	<u></u> (Signature)
TITLE	<u>VICE CHANCELLOR, ADMINISTRATION &amp; FINANCE</u>	TITLE	<u></u>
DATE	<u>October 19, 2005</u>	DATE	<u></u>

ATTACHMENT "A"  
PRESENTER INFORMATION

Name of Production (s) Quilters

First Rehearsal Date October 17, 2005 Opening Date November 11, 2005

Date of First Day of Last week of Rehearsal November 7, 2005 Closing Date November 20, 2005

PRESENTERS MAILING ADDRESS:

Contact Person Carolyn L. Quin

University/Organization Riverside Community College District

Department Performance Riverside

Street Address\* 4800 Magnolia Avenue

City, State, Zip Riverside, CA 92506

Federal ID# 33-0831357 501(c)(3)? Yes  No

\*In the event that anything must be sent via FedEx, we require a street address in addition to a PO Box.

Director/Producer/Company/Manager/General Manager in charge of the production(s) with whom U/RTA should be in contact concerning all decisions pertinent to this agreement.

Name (typed) Carolyn L. Quin Title Dean, Riverside School for the Arts

Office Telephone w/Area Code (951) 222-8143 Home cell: (760) 831-6774

FAX Telephone w/Area Code (951) 328-3548 ATTN: Carolyn Quin

E-Mail Carolyn.Quin@rcc.edu

Reason for using the U/RTA CONTRACT MANAGEMENT PROGRAM: Because we hire members of United Scenic Artists as leased employees

Name of Theatre facility where production is to be performed. Landis Performing Arts Center

If you have had preliminary contact with the SSDC, please list the name(s) and telephone number(s) of the representative(s) you have dealt with: Johana Castro

U/RTA will prepare payroll checks several days before the actual payday and send them c/o Mr./Mrs./Ms./Dr. Carolyn L. Quin to be given to the Designer(s) according to the terms of the union agreement. If the paychecks should be sent to an address other than the one written above, please indicate. See above

Upon signing and returning one (1) copy of the LETTER OF AGREEMENT and all attachments, the payment of the TOTAL ESTIMATED COST figure (payable to U/RTA) described within said agreement will be made to U/RTA as follows:

Amount Due \$ \$2,923.32 At U/RTA by (Date) October 19, 2005

*All payments must be sent by registered mail to insure receipt. Please make sure payments are mailed in advance of the due date to allow for delivery time.*

PLEASE NOTE THAT PAYMENT IS DUE AT LEAST TWO WEEKS PRIOR TO THE FIRST SCHEDULED PAYMENT TO THE DIRECTOR. In the event that you are unable to meet the above payment terms, please call the Director of Contract Services at (212) 221-1130 to arrange a payment schedule.

EFFECTIVE: Contracts beginning on or after 10/01/03

**ATTACHMENT "B"**  
 SCHEDULE OF SERVICE FEES

B.1. **ORGANIZATION:** includes establishment of records and files, contracting, union negotiations and clearance, bonding, letters of agreement, pertinent correspondence, long distance phone calls, etc. **\$75** per Designer per production

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B.2. **MAINTENANCE:** includes three fee payments as required by USA Agreement; pension and health payments and reporting workers' compensation coverage; postage, etc.\* **\$125** per Designer per production

---

\* Federal Express fees will be charged on a per use basis, and invoiced at close out of contract.

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B.3. **U/RTA OVERHEAD:** **3%** of PRESENTERS COST  
(From Attachment "C")

#####

ESTIMATED SERVICE FEE FIGURES:

B.1. ORGANIZATION	1	Designer(s) X <u>\$ 75.00</u>	\$ 75.00
B.2. MAINTENANCE	<u>1</u>	Designer(s) X <u>\$125.00</u>	<u>\$ 125.00</u>
B.3. U/RTA OVERHEAD	<u>\$2,644.00</u>	X 3%	<u>\$ 79.32</u>
	(Presenters Cost from "C")		
<b>ESTIMATED TOTAL:</b>			<b>\$ <u>\$279.32</u></b>

**ATTACHMENT "C"**  
**DESIGNER TERMS OF EMPLOYMENT AND SALARY**

Presenter: Riverside Community College District dba Performance Riverside

Production(s) Quilters

First Rehearsal October 17, 2005 Opening Date November 11, 2005 First Day of Last Week of Rehearsal November 7, 2005  
 Closing Date November 20, 2005

Designer's Professional Name Steven Young/To The Moon and Back Lighting Design

Designer's Name (on Social Security Card) Steven Young

Social Security # \_\_\_\_\_ Corporate FIN# (If Any) \_\_\_\_\_ - \_\_\_\_\_

Home Address 1134 1/2 North Maryland Avenue  
 Glendale, CA 91207

Telephone (w/Area Code) (818) 243-8711 studio Other Phone Number(s) (949) 795-1388 cell  
steven@syongld.com

E-Mail \_\_\_\_\_

Type of Contract Independent contractor

Total Payment \$ \$2,000.00

#####

<u>PRESENTERS CONTRIBUTIONS</u>		<u>TOTALS</u>
Total Payment	\$ <u>2,000.00</u>	<u>\$2,000.00</u>
Work. Comp.	<u>17.2%</u>	<u>\$ 344.00</u>
Pension & Welfare	<u>15%</u>	<u>\$ 300.00</u>
		_____
		_____

Other (specify) SS, FICA, unemployment \_\_\_\_\_

**PRESENTER'S COST** (Total Estimated Contributions to be Made by Presenter) \$2,644.00

#####

Artist will be paid according to the following schedule: **AGENT APPROVED THE FOLLOWING:**

1/3 upon receipt of a signed SSDC contract	<u>\$ _____</u>
1/3 upon opening day	<u>\$ _____</u>
1/3 upon the day after closing date	<u>\$ _____</u>

Designer will be employed on a(n) independent contractor type of Contract.

Reporting date \_\_\_\_\_ First Rehearsal date \_\_\_\_\_ Last Date of Contract \_\_\_\_\_  
 Special Terms or conditions of employment: \_\_\_\_\_

4800 Magnolia Avenue  
Riverside, California  
92506-1299  
  
Tel. (951) 222-8399  
Box Office (951) 222-8100  
Fax (951) 222-8940  
[www.PerformanceRiverside.org](http://www.PerformanceRiverside.org)

This Letter will guarantee that Riverside Community College District dba Performance Riverside, will accept the responsibility for reading, understanding and enforcing all of the terms of the USA contract, including Extensions, Billing, Property Rights, Right of First Refusal, Electronic Rights and Arbitration among any others as specified on the USA contract.

It is also agreed that all funds necessary to cover the costs indicated in the Letter of Agreement for the production of Quilters for the period October 19, 2005 through November 20, 2005 will be paid in full to the University/Resident Theatre Association, Inc., by Riverside Community College District dba Performance Riverside.

It is further agreed that Riverside Community College District will accept the responsibility for payment of any and all retroactive costs such as the result of late negotiations and settlements of pertinent contracts, increase in union employee benefits and payments of claims made by any and all USA members on loan to Riverside Community College District as set forth in the pertinent USA contract and, if required, the standard USA Security Agreement.

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

JIM BUYSSE

\_\_\_\_\_  
(Print or Type)

Vice Chancellor, Administration and Finance

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

On behalf of Riverside Community College District

(Presenter)

\_\_\_\_\_  
October 19, 2005

(Date)



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-b

Date: October 18, 2005

Subject: Agreement with Teri Ralston

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Teri Ralston for direction and choreography of "Quilters" by Performance Riverside. This agreement includes a stipend of \$6,000.00 plus mileage and up to 13 nights lodging. The term of this agreement is October 19, 2005 through November 11, 2005. Funding source: General Fund.

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 Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for October 19, 2005 through November 11, 2005, for the amount of \$6,000.00 plus mileage and up to 13 nights of lodging, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Carolyn L. Quin  
Dean, Riverside School for the Arts

AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
TERI RALSTON

THIS AGREEMENT is made and entered into on this 18<sup>th</sup> day of October, 2005, by and between Teri Ralston, 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 director and choreographer services for Performance Riverside's production of "Quilters", including auditions and production meetings.
2. The services outlined in Paragraph 1 will be provided in Landis Performing Arts Center on the campus of Riverside City College. The District shall provide the consultant adequate working conditions, equipment, and support as appropriate to conduct the services outlined in Paragraph 1.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from October 19, 2005, through November 11, 2005.
5. Payment in consideration of this agreement includes a service fee that shall not exceed \$6,000.00 payable after receipt of invoice for services provided.
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.

- 8. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

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

Riverside Community College District

Teri Ralston

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James L. Buysse  
Vice Chancellor, Administration and Finance

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Consultant

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Date

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Date



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-c

Date: October 18, 2005

Subject: Agreement with Karen Rymar

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Karen Rymar for assistant to the director services of "Quilters" by Performance Riverside. This agreement is for \$2,000.00. The term of this agreement is October 19, 2005 through November 11, 2005. Funding source: General Fund.

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 Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through November 11, 2005, for an amount not to exceed \$2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Carolyn L. Quin  
Dean, Riverside School for the Arts

AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
KAREN RYMAR

THIS AGREEMENT is made and entered into on this 18<sup>th</sup> day of October, 2005, by and between Karen Rymar, 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 assistant to the director services for Performance Riverside's production of "Quilters".
2. The services outlined in Paragraph 1 will be provided in Landis Performing Arts Center on the campus of Riverside City College. The District shall provide the consultant adequate working conditions, equipment, and support as appropriate to conduct the services outlined in Paragraph 1.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from October 19, 2005, through November 11, 2005.
5. Payment in consideration of this agreement includes a service fee that shall not exceed \$2,000.00 payable after receipt of invoice for services provided.
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.

- 8. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

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

Riverside Community College District

Karen Rymar

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James L. Buysse  
Vice Chancellor, Administration and Finance

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Consultant

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Date

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Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-d

Date: October 18, 2005

Subject: Agreement with Laguna Playhouse

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Laguna Playhouse for props, quilt pieces, set pieces and costume rental services of "Quilters" by Performance Riverside. This agreement requires a \$1,000.00 refundable deposit and a rental fee of \$2,000.00. The term of this agreement is October 19, 2005 through November 20, 2005 with return of rental materials during the week of November 21, 2005. Funding source: General Fund.

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 the provider 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 Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through November 20, 2005, for a \$1,000.00 refundable deposit and a rental fee of \$2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Carolyn L. Quin  
Dean, Riverside School for the Arts

THIS AGREEMENT is made this 20<sup>th</sup> day of SEPTEMBER, by and between The Laguna Playhouse, a California non-profit corporation, hereinafter referred to as "LESSOR", and RIVERSIDE COMMUNITY COLLEGE DISTRICT/PERFORMANCE RIVERSIDE hereinafter referred to as "LESSEE".

LESSOR has exclusive right to possession and control of the following materials:

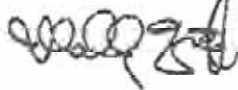
- ① 2 containers with all "Quilters" materials, set pieces, set dressing, hand props & floor drop. (complete inventory list will be in containers at pickup)
- ② All costumes (6 dresses), aprons, bonnets, shoes/boots

LESSEE is an organization which desires to utilize the above named materials. It is therefore agreed between the parties hereto as follows:

1. Lease Term  
LESSOR shall grant LESSEE the right to use the above named materials for the period from OCTOBER 10, 2005 to NOVEMBER 21, 2005 (week of)  
(week of)
2. Cleanup/Repair  
LESSEE shall, prior to return of above named materials, do all things necessary to return said materials in the same condition as when the lease term commenced, except for ordinary wear and tear. If said materials require cleanup or repair in the sole opinion of LESSOR, LESSEE shall be obligated to pay LESSOR for all expenses for such cleanup or repair.
3. Deposit  
LESSEE shall pay to LESSOR a deposit of \$1,000.00 upon signing this agreement. Upon return of the materials, if said materials do not require cleanup or repair, LESSOR shall refund deposit within fifteen (15) days to LESSEE. If cleanup or repair is necessary, cost of such cleanup or repair shall be deducted from the deposit and LESSOR shall refund any balance of deposit less said costs to LESSEE.
4. Lease Rate  
LESSEE shall pay to LESSOR a consideration for the use of said materials the total sum of \$2,000.00 payable at time of rental.

LESSOR  
THE LAGUNA PLAYHOUSE

BY: WALLY ZIEGLER



COMPANY MANAGER/PROPS COORDINATOR

LESSEE RIVERSIDE COMMUNITY COLLEGE DISTRICT/PERFORMANCE RIVERSIDE  
Address: 4800 MAGNOLIA AVE  
City: RIVERSIDE  
State: CA Zip: 92506  
Phone: (951) 222-8399  
BY: \_\_\_\_\_

Name (Printed) CAROLYN QUIN  
Title \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-9

Date: October 18, 2005

Subject: Work Ability Agreement with Corona-Norco Unified School District

Background: Presented for the Board's review and consideration is a Work Ability Agreement between Riverside Community College District and Corona-Norco Unified School District for CNUSD to be a work site for special needs students that are already taking classes at the Norco Campus. These students will provide the Norco Campus with a valuable service while learning real world work skills. The Work Ability Agreement allows the students to work, be paid by the Corona-Norco Unified School District, and be covered by the Corona-Norco Unified School District's Worker's Compensation. Students will receive support from a CNUSD resource teacher and a job coach. The term of this agreement is October 2005 through August 2007. Funding source: No cost to the District.

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor, Instruction and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the WorkAbility Agreement, for October 2005 through August 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the Agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Dawn Lindsay  
Dean of Instruction

### WorkAbility Student Agreement for Affiliation

THIS AGREEMENT, made and entered into this 18 day of October by and between the Corona-Norco Unified School District, hereinafter referred to as CNUSD, and \_\_\_\_\_ (supervisor), hereinafter referred to as the "AFFILIATE":

#### WITNESSETH

WHEREAS, the AFFILIATE supervises at RCC - Norco Campus (name of business) which it is willing to make available to CNUSD, at no cost, for use in the instruction of their students, for the period beginning October 2005 and continuing to and including August 2007;

NOW, THEREFORE, it is agreed by and between the parties hereto that in consideration of the learning experience obtained by the students, the AFFILIATE does hereby agree to provide facilities, tools, equipment, and supplies, as may be necessary for laboratory type learning experience for students of CNUSD. The AFFILIATE shall not be required to pay students during WorkAbility training.

Time schedule and use of areas or departments will be as mutually agreed to by the staff of CNUSD and the AFFILIATE with the knowledge and consent of the managing personnel of the business involved.

IT IS FURTHER UNDERSTOOD AND AGREED by the parties hereto that:

1. The students will be subject to the rules and regulation of the AFFILIATE during the hours they are in their facilities and shall be under the direct supervision of the AFFILIATE and/or managing personnel of the AFFILIATE, AFFILIATE may terminate student as it does with regular employees. CNUSD shall provide to the AFFILIATE necessary consultation services relative to the desired goals for each student.
2. CNUSD and the AFFILIATE shall meet and confer, as needed, to evaluate program progress and to identify and resolve any problems.
3. All transportation to and from the AFFILIATE's place of business shall be the responsibility of the WorkAbility student.
4. CNUSD shall be considered the employer, under Division 4 (commencing with Section 3201) of the Labor Code, of students receiving WorkAbility training.
5. CNUSD agrees to provide each student participant with coverage for Worker's Compensation.
6. Either party may discontinue this affiliation by giving written notice fourteen (14) days in advance of the final date for termination of the affiliation.

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

Corona-Norco Unified School District  
2820 Clark Ave.  
Norco, CA 92860

Signed: \_\_\_\_\_  
CNUSD DESIGNEE

Phone: \_\_\_\_\_

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

\_\_\_\_\_  
AFFILIATE  
Riverside Community College - Norco  
BUSINESS NAME

2001 Third Street, Norco, CA 92860  
STREET ADDRESS CITY

Signed: \_\_\_\_\_  
AFFILIATE

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-10

Date: October 18, 2005

Subject: Agreement with Ted Baca

Background: Presented for the Board's review and consideration is an Agreement between Riverside Community College District and Dr. Ted Baca to provide coordination with the RCC President and staff regarding the reorganization of the Academic Affairs Office. The period of the agreement extends from October 19, 2005 through June 30, 2006. The fee for these services is \$13,000.00 as well as reimbursement for travel expenses. Funding source: General Fund.

The vendor in this contract is a consultant that 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 the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This Agreement has been reviewed by Ed Godwin, Director, Administrative Services and Sylvia Thomas, Associate Vice Chancellor Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for the period of October 19, 2005 through June 30, 2006, in an amount not to exceed \$13,000.00 plus travel expenses, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Daniel Castro  
President



AGREEMENT BETWEEN  
DR. TED BACA, INDEPENDENT CONTRACTOR  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement is effective beginning the 19<sup>th</sup> day of October, 2005, and will continue through the 30<sup>th</sup> day of June, 2006, between Riverside Community College District (hereinafter referred to as "Client") and Dr. Ted Baca, an independent contractor (hereinafter referred to as "Contractor"), having a principal place of business at 2028 Princeton Drive, Barstow, California.

1. Contractor agrees to serve as consultant to the Riverside Community College District. This includes:
  - a. Coordination with the Riverside City College President and staff regarding the reorganization of the Academic Affairs Office.
  - b. Review of the RCC Academic Affairs Division organizational structure. Review will include all department deans and the current reporting structure.
  - c. Review structures at other community colleges.
2. Outcomes
  - a. Recommend an organizational structure that will fit the RCC Campus.
  - b. Provide data for the developing, recommending and implementing of policies and procedures for the effective operation of the division.
3. Compensation
  - a. Contractor will receive \$50 per hour for services not to exceed 260 hours (\$13,000.00) for the period of the contract.
  - b. The Riverside Community College District will pay travel costs and expenses.
  - c. Ten (10) days prior to the end of the month, the contractor shall submit to client an invoice for services rendered.
4. Any changes or modifications to this Agreement must be in writing and signed by both parties in order to be effective. Any other prior agreements are superseded by this Agreement.
5. Lastly, this Agreement will be governed by and construed in accordance to the laws of the state of California.

Riverside Community College District:

Independent Contractor:

By: \_\_\_\_\_  
James L. Buysse, Vice Chancellor  
Administration and Finance

By \_\_\_\_\_  
Ted Baca  
Consultant

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-11

Date: October 18, 2005

Subject: Agreement with Innovative Interfaces

Background: Presented for the Board's review and consideration 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 as long as the hardware and operating system used is sufficient and/or compatible with the requirements of the new release(s). Services will be provided 24 hours a day, 7 days a week. The term of the agreement is July 1, 2005 through June 30, 2006 and includes a service fee of \$37,548.00. Funding source: General Fund.

This agreement has been reviewed by Ed Godwin, Director, Administrative Services and Sylvia Thomas, Associate Vice Chancellor Instruction.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for July 1, 2005 through June 30, 2006, for an amount of \$37,548.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Cecilia Wong  
Executive Dean Library and Learning Resources



## 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, 2005 through June 30, 2006 at \$37,548** 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.
- 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 provided 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 [RIVCC]**

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

Name:  
Title:

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

**INNOVATIVE INTERFACES, INC.**

By:  
Name: May Du  
Title: Customer Accounts  
Date: July 25, 2005

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-12

Date: October 18, 2005

Subject: Agreement with Clarke and Associates Educational Consultants

Background: Presented for the Board of Trustees' review and consideration is an agreement with Clarke and Associates Educational Consultants covering a period of time from October 19, 2005 through November 30, 2005 or the date of the submission deadline established by the U.S. Department of Education for the Talent Search/Educational Opportunity Centers Programs in its 2005 Request for Applications, whichever is later. This agreement provides for proposal development services related to Talent Search Program and Educational Opportunity Centers Program submissions for the Riverside City Campus. These services will not exceed \$9,000.00, for the 2005-2006 fiscal year. Funding source: General fund.

The vendor in this contract is a consultant that makes or participates in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendor may be subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. The staff recommends that the Board deem the vendor as a "Designated Employee" for purposes of the Conflict of Interest Code. This agreement has been reviewed by Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for October 19, 2005 through November 30, 2005, for an amount not to exceed \$9,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Richard Keeler  
Director Grants and Contract Services  
Colleen Molko  
Associate Director, Grant and Contract Services

Independent Contractor Agreement  
Between Riverside Community College District  
And Clarke and Associates Educational Consultants

This Agreement, entered into this October 19, 2005, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Clarke and Associates Educational Consultants, whose address is 2257 Venado Court, Santa Rosa, CA, 95404, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning October 19, 2005, and will continue in effect until November 30, 2005 or the date of the submission deadline established by the U.S. Department of Education for the Talent Search/Educational Opportunity Centers Programs in its 2005 Request for Applications, whichever is later.

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 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. Contractor shall indemnify and hold Client, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Contractor, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Contractor's 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 Contractor shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Client), Client, its officers, agents, employees and independent contractors, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold Client 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.

- 4.05 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by the Contractor without the prior written consent of the Client.
- 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. All project deliverables become the property of the Client upon termination of this Agreement, and as such may be used at will by the Client at any or all of its sites, for purposes determined by the Client.

#### 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 15 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.
- 7.04 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of Client.
- 7.05 ADA/FEHA. The Contractor recognizes that as a federal and state government contractor or subcontractor, RCCD is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Contractor agrees that, as a government subcontractor, the following are



incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Contractor, as a government subcontractor, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

Signature Authorization Page

Riverside Community College District

Clark & Associates Educational Consultants

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James L. Buysse  
Vice Chancellor, Administration and Finance

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Independent Contractor Legal Representative

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Date

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Date

## EXHIBIT A

### Independent Contractor Agreement Between Riverside Community College District And Clarke and Associates Educational Consultants

#### Scope Of Services

With this Agreement, Clarke and Associates will perform services and produce deliverables as detailed within this scope of service.

#### Talent Search and Educational Opportunity Centers Proposal Development

Clarke and Associates will provide (upon Board of Trustees approval) proposal development services to the Riverside City Campus that will include, but not be limited to the following:

- Perform all activities necessary to plan and develop both a Talent Search and an Educational Opportunity Centers proposal for the Riverside City Campus, first in draft form, then in final submission format through the incorporation of input from college officials. Proposal development services will include the review of draft letters of support, and the review of all attachments considered to be part of the application packages.
- Meet with college officials at the Riverside City Campus to develop the focus and a detailed plan for each grant application, and coordinate appropriate communication between and with staff at each location. The Contractor agrees to make at least one

visit to the Riverside City Campus in preparing each proposal, and participate in other meetings as is necessary and mutually agreeable.

- Work with campus personnel to assure that all federal procedures are followed.

The Consultant will not name Clarke and Associates or any other consultant or individual in any portion of the proposal, but instead will specify, if and where warranted, that the District will select consultants according to the expertise the proposed scope of work requires and the District's regulations regarding the selection of consultants.

#### Deliverables

The following will be delivered to the Client as a result of the provision of services described within this Scope of Services:

- One complete, written Talent Search proposal, first in draft and subsequently in final submission format: One draft and a final, completed proposal, including all attachments, will be prepared and rendered to the District a minimum of two weeks prior to the submission deadline established by the U.S. Department of Education in its 2005 Request for Applications. The proposal services will include the review of electronic documents and materials necessary to meet the Talent Search 2005 Request For Application requirements and the electronic submission process.
- One complete, written Educational Opportunity Centers proposal, first in draft and subsequently in final submission format: One draft and a final, completed proposal, including all attachments, will be prepared and rendered to the District as specified above. The proposal services will include the review of electronic documents and materials necessary to meet the Educational Opportunity Centers 2005 Request For Application requirements and the electronic submission process.

- The development of the Talent Search and Educational Opportunity Centers proposals will include at least one visit by the Contractor to the campus, and additional meetings as needed and mutually agreed upon.

## EXHIBIT B

Independent Contractor Agreement  
Between Riverside Community College District  
And Clarke and Associates Educational Consultants

### Compensation

1. Proposal Development – Talent Search

This agreed upon total, \$4,000, for the development and writing of a Talent Search submission for the Riverside Community College, City Campus includes all Contractor outlays (time, travel, materials, etc.). The Contractor shall invoice upon completion of final draft as outlined in Exhibit A.

2. Proposal Development – Educational Opportunity Centers

This agreed upon total, \$5,000, for the development and writing of a Educational Opportunity Centers submission for the Riverside Community College, City Campus includes all Contractor outlays (time, travel, materials, etc.). The Contractor shall invoice upon completion of final draft as outlined in Exhibit A.

3. If the Contractor is not able to render all services outlined in “Exhibit A”, the Contractor will be paid a mutually agreed upon amount for the services rendered.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PERSONNEL AND LABOR RELATIONS

Report No.: V-C-1

Date: October 18, 2005

Subject: Contract with California Community Colleges Registry Job Fair

Background: Attached for the Board's consideration is the proposed contract between Riverside Community College District and the California Community Colleges Registry Job Fair to attend, exhibit, and advertise District faculty and management positions. The Job Fair is scheduled to be held at the Los Angeles Airport Hilton in Los Angeles, CA on Saturday, January 21, 2006 from 9:00 AM until 3:00 PM. Attendance at the Job Fair will require a total booth fee of \$1,250.00 payable by January 13, 2006. Funding source: general fund.

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. This agreement has been reviewed by Edward Godwin, Risk Management.

Recommended Action: It is recommended the Board of Trustees approve the contract between Riverside Community College District and the California Community Colleges Registry Job Fair and authorize the Vice Chancellor, Administration and Finance to sign the contract. The term of the agreement is for January 21, 2006 and requires a total of \$1,250.00 payable no later than January 13, 2006.

Salvatore G. Rotella  
Chancellor

Prepared by: Richard Ramirez  
Interim Director Diversity, Equity,  
and Compliance/Assistant to the Chancellor

Dear Community College Exhibitor:

We are pleased to inform you that we are planning two CCC Job Fairs for 2006 in Los Angeles and San Francisco. They will be held on **Saturday, January 21, 2006, from 9 a.m. to 3 p.m.** at the Los Angeles Airport Hilton and **Saturday, January 28, 2006, from 9 a.m. to 3 p.m.** at the San Francisco Airport Marriott. Enclosed are:

- 1) Job Fair 2005 reservation form
- 2) Terms and Conditions form

By returning the reservation form and the Terms and Conditions form with a deposit of \$250, your district is agreeing to the Terms and Conditions as stated. The \$250 deposit is included as part of the total booth fee. If you reserve one CCC booth, it will be \$1250 total, \$250 will be withheld as the deposit in the event of cancellation.

At no additional cost, we will notify all of the applicants on the CCC Registry database of 45,000 and plan to advertise in the Los Angeles Times and The Chronicle of Higher Education, the ethnic press papers and UC/CSU student papers. We are expecting over 2,000 prospective job seekers to attend these events.

### **Lunch**

Included in the registration fee, the CCC Registry will provide lunch for two college district staff in attendance at each job fair. Additional lunch tickets are \$20 each and must be included with the final booth payment by January 13, 2006. No lunch tickets will be available the day of the events. The purchase of additional booth space does not include lunch tickets.

To reserve your booth space we recommend you fax your Reservation and Terms and Conditions forms; and send a deposit as soon as possible.

Please contact us if you have any questions, (800) 245-4157.

Sincerely,

Beth Au  
Director  
CCC Registry





**CCC Registry Los Angeles and San Francisco 17th Annual Job Fairs 2006**

Sat., January 21, 2006	Sat., January 28, 2005	LA Job Fair:	\$1250	LA Job Fair Only	\$
9:00 a.m. – 3:00 p.m.	9:00 a.m. – 3:00 p.m.	SF Job Fair:	\$ 750	SF Job Fair Only	\$
LAX Hilton	SFO Marriott	Both Job Fairs:	\$1800	Both Job Fairs	\$
5711 West Century Blvd	1800 Bayshore HWY	Additional Space:	\$ 250 ea	Add. Space	\$
Los Angeles, CA 90045	Burlingame, CA 94010	fair per booth		Add. Lunch	\$
Phone: (310) 410-4000	Phone: (650) 692-9100	Job List Only:	\$ 100		
Booth rate: \$1250	Booth rate: \$750	Additional Lunch:	\$ 20 ea	<u>Job List Only</u>	\$
Includes 2 lunches	Includes 2 lunches				
				<b>Total</b>	<b>\$</b>

**PLEASE COMPLETE THE FOLLOWING INFORMATION: (PRINT OR TYPE)**

Contact Person:

Telephone:

College/District:

Fax:

(Identifies how sign will read)

Address:

Email:

- **\$250 deposit must be received by December 13, 2005 with reservation and Terms & Conditions forms.**
- **Full Payment must be received by January 13, 2006.**
- **Open positions for the “Job List” need to be received via email in a Word document by January 13, 2006 to be included. Email all “Job Lists” to Nancy Holmes: [holmesn@yosemite.cc.ca.us](mailto:holmesn@yosemite.cc.ca.us)**

Please mail a copy of this form with payment to : **YCCD, for CCC Registry Job Fair**

**ATTN: Nancy Holmes**

**PO Box 4065**

**Modesto, CA 95352**

**Fax: (209) 527-3534**

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PERSONNEL AND LABOR RELATIONS

Report No.: V-C-2

Date: October 18, 2005

Subject: College Closure – December 26, 2005 – January 2, 2006

Background: In the past the Board of Trustees has approved the college closure during the winter break. The proposed days for college closure have been discussed with the representatives of the California School Employees Association (CSEA) and confidential employees. For December 2005 and January 2006 the following days are recommended for closure:

December 26 (legal holiday observed)

December 27

December 28

December 29

December 30 (designated as Admission Day - a contractual holiday)

January 2 (legal holiday observed)

The District will provide two days, December 27 and 28; and the staff will use one day of vacation, December 29. Individual offices can modify these days as needed. Any employee required to work on December 27 or 28 shall gain credit for alternative time off at the rate of time and one-half. This time is to be used by June 30, 2006.

College closure should be considered on an annual basis. This closure would be a one-time occurrence. Since there are no classes in session during this time, the District would benefit from utilities savings.

Recommended Action: It is recommended the Board of Trustees approve the college closure from December 26, 2005 – January 2, 2006.

Salvatore G. Rotella  
Chancellor

Prepared by: Richard Ramirez  
Interim Director Diversity, Equity, and Compliance/Assistant to the  
Chancellor

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PERSONNEL AND LABOR RELATIONS

Report No: V-C-3

Date: October 18, 2005

Subject: Amendment of Riverside Community College District Conflict of Interest Code, Board Policy 1080 and Approval of Resolution No. 06-05/06 – First Reading

Background: The District's Conflict of Interest Code was approved as Board Policy 1080 on January 5, 1978. The Code was approved by the Fair Political Practices Commission on January 12, 1981 and revised on April 21, 1981.

In 2002 –2003, the staff conducted an extensive review of the Code. After consulting with two separate law firms, the revised Regulations for the Code were submitted to the Board in May 2003. After being amended by the Board, the revised Regulations were approved by the Board at a second reading on June 17, 2003. The Regulations then were submitted to and approved by the Riverside County Board of Supervisors.

New regulations issued by the Fair Political Practices Commission and recent court decisions regarding the Conflict of Interest Codes of other public agencies have required another review of the District's Code. On advice of District counsel, a Board Resolution and the revised Conflict of Interest Code has been prepared for Board approval. Both items will be submitted to the Riverside County Board of Supervisors which is the reviewing agency under the regulations of the Fair Political Practices Commission. Except for some minor changes this revised Conflict of Interest Code is a verbatim copy of the recommendations of District counsel.

The new Code differs from the previous Code and Regulations in the following ways:

1. The Code distinguishes between those officials who manage public investments that are required under statute (Government Code 87200) to file and those positions stipulated as "designated employees."
2. In some instances the disclosure categories for the designated employees have been relaxed. Recent case law has determined that the public agencies cannot require a designated employee to disclose more information than the employee's position would be responsible for.
3. Previous Regulations authorized the President or designee to add positions to the list of "designated employees." The new Code does not provide for this practice. Thus new positions will have to be brought to the Board for approval as necessary.
4. The new Code extends disclosure requirements to the RCC Foundation, the Citizen's Bond Oversight Committee and the Gateway to College Charter School.
5. Previous Regulations provided that "The Board of Trustees or the President may determine that a particular consultant to the District shall be deemed to be a "Designated Employee" of the District ..." The new Code specifies that "Consultants

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PERSONNEL AND LABOR RELATIONS

Report No: V-C-3

Date: October 18, 2005

Subject: Amendment of Riverside Community College District Conflict of Interest Code, Board Policy 1080 and Approval of Resolution No. 06-05/06 – First Reading (continued)

shall be included in the list of Designated Employees and shall disclose pursuant to the broadest disclosure category in this Code ...”

However, the new Code goes on to state, “The Chancellor may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this Section.”

Since the existing Regulations were put into effect those administrators that were managing consultants were required to specify whether the consultant’s activities had “... a material effect on the District’s financial interest and should be deemed a “designated employee.”” Thus under the new Code, administrators that are managing a consultant will be required to obtain a written determination from the Chancellor’s office if they wish to limit the consultant’s disclosure requirements.

The Public Contract Code definition of a consultant contract (PCC 1033.5) includes:

“A consultant services contract is a services contract of an advisory nature that provides recommended course of action or personal expertise.

1. The contract calls for a product of the mind rather than the rendition of mechanical or physical skills.
2. The product may include anything from answers to specific questions to the design of a system or plan.
3. Consulting services may include workshops, seminars, retreats, and conferences for which paid expertise is retained by contract, grant, or other payment for services.”

Recommended Action: It is recommended that the Riverside Community College District Board of Trustees accept Resolution No. 06-05/06 and amended Conflict of Interest Code for first reading.

Salvatore Rotella  
Chancellor

Prepared by: Edward Godwin  
Director, Administrative Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 06-05/06

Resolution of the Board of Trustees of the Riverside Community College District  
Amendment of the Riverside Community College District Conflict of Interest Code,  
Board Policy 1080

WHEREAS, the Political Reform Act Government Code Sections 81000 et seq. requires local government agencies to adopt and promulgate Conflict of Interest Codes; and,

WHEREAS, the Riverside Community College District adopted a Conflict of Interest Code on January 5, 1978 which has been revised from time-to-time and which has been approved by the appropriate reviewing body; and,

WHEREAS, the Fair Political Practices Commission has adopted a regulations (Cal. Admin. Code, Section 18730) which contains the terms of a standard Conflict of Interest Code which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments to the Political Reform Act after public notice and hearings; and

WHEREAS, the Fair Political Practices Commission requires that local government agencies review its Conflict of Interest Code every other year and if amendment is required, to submit the revised Code to the Code Reviewing Body; and

WHEREAS, the District staff has worked with legal counsel to revise the Conflict of Interest Code.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Trustees of the Riverside Community College District as follows:

Section 1: Delete the existing wording of Board Policy 1080 and the relevant regulations supporting that Board Policy.

Section 2: Amend the current Conflict of Interest Code, Board Policy 1080 to incorporate California Code of Regulations Section 18730 and any amendments.

Section 3: Designate the Director, Administrative Services as the District's Filing Officer.

Section 4: Specify those officials that manage public investments and are required under Government Code 87200 to file Statements of Economic Interest.

Section 5: In compliance with the Board’s prior determination that all management positions are to be “designated employees” subject to the Conflict of Interest Code and the decisions of various courts protecting the privacy of public employees, specify the disclosure category of all such positions.

Section 6: Identify those boards, committees and commissions whose members meet the requirements of a “designated employee.”

Section 7: Specify that all District consultants are to be “designated employees” subject to the broadest disclosure category unless otherwise modified by a written determination by the Chancellor.

ADOPTED this 15<sup>th</sup> day of November, 2005.

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President of the Riverside Community  
College District Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT

CONFLICT OF INTEREST CODE

It is the purpose of this Code, in compliance with the Political Reform Act of 1974, California Government Code Sections 87100, et seq., to provide for the disclosure and disqualification of governing board members and designated employees of the Riverside Community College District from the making of or participating in the making of governmental decisions which may foreseeably have a material effect on their financial interest.

The Conflict of Interest Code shall apply to all governing board members and designated employees of the Riverside Community College District, as specifically required by California Government Code Section 87300 and implemented by the regulations attached hereto.

Submitted to Board for First Reading \_\_\_\_\_ 2-17-81

Approved by Board \_\_\_\_\_ 4-21-81

2 Cal. Adm. Code Section: 18730  
Government Code Sections: 88730-88732

Adopted:	January 5, 1978
Effective Date:	April 1, 1978
Standardized and Approved by FPPC:	January 12, 1981
Revised:	April 21, 1981



RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 1080, Conflict of Interest Code  
~~Regulations of the Fair Political Practices Commission  
(Title 2, Division 6 of the California Administrative Code)~~

~~The regulations for this Policy are modified under the guidelines provided by the Fair Political Practice Commission to incorporate Cal. Code Regs. Title 2, Division 6, Chapter 7, Article 2, Section 18730. Section 18730 (b) (2) provides for designating employees to file Statements of Economic Interests. In addition, the regulations for this Policy are modified to incorporate the Disclosure Categories and other relevant provisions that are contained in Cal. Code Regs. Title 2, Division 6, Chapter 3, Section 18351.~~

**The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted regulation 2 Cal. Code of Regs. 18730 which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Riverside Community College District (the "District").**

**All Officials and Designated Employees required to submit a statement of economic interests shall file their statements with the Director, Administrative Services as the District's Filing Officer. The Filing Officer shall make and retain a copy of all statements filed by Members of the Board of Trustees, Chancellor, Vice Chancellor, Administration and Finance, Associate Vice chancellor, Finance and Investment Consultants and forward the originals of such statements to the Clerk of the Board of Supervisors. The Filing Officer shall retain the originals of the statements of all other Designated Employees. The Filing Officer will make all retained statements available for public inspection and reproduction (Gov. Code Section 81008).**

I. TITLE 2, DIVISION 6, CALIFORNIA CODE OF REGULATIONS  
Amend 2 Cal. Code Regs. Section 18730 as follows:

18730. Provisions of Conflict of Interest Codes.

A. Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the

Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code Section 87300 or the amendment of a conflict of interest code within the meaning of Government Code Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code Section 87100, and to other state or local laws pertaining to conflicts of interest.

B. The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

1. Section 1. Definitions. The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. Sections 18100, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.
2. Section 2. Designated Employees. The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on financial interests.
3. Section 3. Disclosure Categories. This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their ~~financial~~ **economic** interests pursuant to Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

- a. The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

- b. The disclosure assigned in the code of the other agency is the same as that required under Article 2 of Chapter 7 of the Political Reform Act, Government Code Section 87200; and
- c. The filing officer is the same for both agencies.<sup>1</sup>

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of ~~financial~~ **economic** interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those ~~financial~~ **economic** interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the ~~financial~~ **economic** interests set forth in a designated employee's disclosure categories are the kinds of ~~financial~~ **economic** interests which he or she foreseeably can affect materially through the conduct of his or her office.

- 4. Section 4. Statements of Economic Interests: Place of Filing. The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.<sup>2</sup>
- 5. Section 5. Statements of Economic Interests: Time of Filing.
  - a. Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

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<sup>1</sup> Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under Article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code Section 81004.

<sup>2</sup> See Government Code Section 81010 and 2 Cal. Code of Regs. Section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

- b. Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.
- c. Annual Statements. All designated employees shall file statements no later than April 1.
- d. Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

5.5. Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

- a. Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:
  - (1) File a written resignation with the appointing power; and
  - (2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

6. Section 6. Contents of and Period Covered by Statements of Economic Interests.

- a. Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

b. Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

c. Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, **or for a board or commission member subject to Government Code Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to 2 Cal. Code Regs. Section 18754.**

d. Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

7. Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

a. Investments and Real Property Disclosure.

When an investment or an interest in real property<sup>3</sup> is required to be reported,<sup>4</sup> the statement shall contain the following:

- (1) A statement of the nature of the investment or interest;
- (2) The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
- (3) The address or other precise location of the real property;
- (4) A statement whether the fair market value of the investment or interest in real property **equals or exceeds** two thousand dollars (\$2,000), exceeds ten thousand dollars (\$10,000), exceeds one hundred thousand dollars (\$100,000), or exceeds one million dollars (\$1,000,000).

b. Personal Income Disclosure. When personal income is required to be reported,<sup>5</sup> the statement shall contain:

- (1) The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
- (2) A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), greater than ten thousand dollars (\$10,000),

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<sup>3</sup> For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

<sup>4</sup> Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

<sup>5</sup> A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

or greater than one hundred thousand dollars (\$100,000);

- (3) A description of the consideration, if any, for which the income was received;
  - (4) In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
  - (5) In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.
- c. **Business Entity Income Disclosure.** When income of a business entity, including income of a sole proprietorship, is required to be reported,<sup>6</sup> the statement shall contain:
- (1) The name, address, and a general description of the business activity of the business entity;
  - (2) The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).
- d. **Business Position Disclosure.** When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.
- e. **Acquisition or Disposal During Reporting Period.** In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or

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<sup>6</sup> **Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.**

disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

8. Section 8. Prohibition on Receipt of Honoraria.

- a. No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Government Code Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code Section 89506.

8.1. Section 8.1. Prohibition on Receipt of Gifts in Excess of ~~\$320~~  
**\$360**.

- a. No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than ~~\$320~~ **\$360** in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Government Code Section 89503 shall apply to the prohibitions in this section.

8.2. Section 8.2. Loans to Public Officials.

- a. No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or



over which the elected officer's agency has direction and control.

- b. No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.
- c. No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.
- d. No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.
- e. This section shall not apply to the following:

- (1) Loans made to the campaign committee of an elected officer or candidate for elective office.
- (2) Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
- (3) Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.
- (4) Loans made, or offered in writing, before January 1, 1998.

8.3. Section 8.3. Loan Terms.

- a. Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of five hundred dollars (\$500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.
- b. This section shall not apply to the following types of loans:
  - (1) Loans made to the campaign committee of the elected officer.
  - (2) Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
  - (3) Loans made, or offered in writing, before January 1, 1998.

- c. Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

8.4. Section 8.4. Personal Loans.

- a. Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:
  - (1) If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
  - (2) If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
    - (a) The date the loan was made.
    - (b) The date the last payment of one hundred dollars (\$100) or more was made on the loan.
    - (c) The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars (\$250) during the previous 12 months.
- b. This section shall not apply to the following types of loans:
  - (1) A loan made to the campaign committee of an elected officer or a candidate for elective office.
  - (2) A loan that would otherwise not be a gift as defined in this title.
  - (3) A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
  - (4) A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis

of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

(5) A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

c. Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

9. Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

- a. Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;
- b. Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;
- c. Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;
- d. Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
- e. Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating ~~\$320~~ **\$360** or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

9.3. Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

9.5. Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of Section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

- a. Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or
- b. Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value one thousand dollars (\$1,000) or more.

10. Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

11. Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code Section 83114 **and 2 Cal. Code Regs. Sections 18329 and 18329.5** or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

12. Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code Sections 81000 - 910154. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code Section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code Section 91003.

NOTE: Authority cited: Section 83112, Government Code.  
Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

- a. ~~Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code Section 81004.~~
- b. ~~See Government Code Section 81010 and 2 Cal. Code of Regs. Section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.~~
- c. ~~For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.~~
- d. ~~Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.~~

- e. ~~— A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.~~
- f. ~~— Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.~~

H. ~~— Disclosure Categories: The regulations for this Code are modified to incorporate the Disclosure Categories and other relevant provisions that are contained in Cal. Code Regs. Title 2, Division 6, Chapter 3, Section 18351.~~

A. ~~— Category 1~~

~~A designated employee in this category must report all investments, business positions, interests in real property, and sources of income.~~

B. ~~— Category 2~~

~~A designated employee in this category must report investments and business positions in business entities, and income from sources that:~~

- 1. ~~— Are, or were, during the previous two years a “candidate,” “public official,” “committee,” “lobbyist,” “lobbying firm,” or “lobbyist employer” within the meaning of the Political Reform Act, or file periodic reports pursuant to Government Code Sections 86114 and 86116; or~~
- 2. ~~— Are attorneys of the type that represent persons described in A above; or~~
- 3. ~~— Are committee treasurers; or~~
- 4. ~~— Were the subject of a complaint to, investigation by, or enforcement action of, the Commission, that was acted upon or participated in by the filer during the period covered by the statement.~~

C. ~~— Category 3~~

~~A designated employee in this category must report investments and business positions in business entities, and income from sources that:~~

1. ~~Are, or were, during the previous two years a “candidate,” “public official,” “committee,” “lobbyist,” “lobbying firm,” or “lobbyist employer” within the meaning of the Political Reform Act, or file periodic reports pursuant to Government Code Sections 86114 and 86116; or~~
2. ~~Are attorneys of the type that represent persons described in A above; or~~
3. ~~Are committee treasurers.~~

~~D. — Category 4~~

~~A designated employee in this category must report investments and business positions in business entities and income from sources that are of the type which within the previous two years has provided services, equipment, leased space, materials or supplies to the Riverside Community College District.~~

~~E. — Category 5~~

~~A designated employee in this category must report investments and business positions in business entities, and income from sources that manufacture, distribute, supply or install computer hardware or software of the type utilized by Riverside Community College District, as well as entities providing computer consultant services.~~

~~F. — Category 6~~

~~A designated employee in this category must report investments and business positions in business entities, and income from sources that provide publication or printing services of the type utilized by the District as well as sources that manufacture, distribute, supply, or install computer hardware or software of the type utilized by the Riverside Community College District.~~

~~G. — Category 7~~

~~A designated employee in this category must report investments and business positions in and income from sources that are:~~

1. ~~Collection agencies or bureaus; or~~
2. ~~Business entities that provide legal support services.~~

~~H. — Consultants~~



~~The Board of Trustees or the President may determine that a particular consultant to the District shall be deemed to be a “Designated Employee” of the District for the purposes of compliance with the economic interest disclosure requirements of this Conflict of Interest Code of the District, notwithstanding the fact that such consultant is hired to perform a range of duties that is limited in scope and therefore not ordinarily required to comply with the economic interest disclosure requirements set forth herein. Such a determination shall be made by the Board of Trustees or the President, as applicable, in writing and shall be addressed to such consultant. Such written determination shall also indicate which disclosure category the consultant shall be subject to during the term of the consultant’s services to the District. The Board of Trustees or the President, as applicable, may modify such consultant’s disclosure category from time to time as circumstances may indicate to be appropriate. Each determination of the Board of Trustees or the President, as applicable under this paragraph, is a public record and shall be available for public inspection as a public record of the District. Nothing in this paragraph shall be deemed to excuse any consultant of the District from compliance with any other provision of this Conflict of Interest Code or other applicable State law relating to conflicts of interest regardless of whether a written determination of a specific disclosure category as a Designated Employee of the District has been assigned to such consultant pursuant to this paragraph.~~

~~III. — Initial Statements — Assuming Office Statements — Effective January 1, 1990, every person required to file an “assuming office” or “initial statement” will be required to disclose INCOME, including GIFTS, LOANS, and HONORARIA from sources of the type described in the designated employee’s category. Reportable income for the 12 months prior to assuming office must be disclosed on Form 700, Statement of Economic Interests.~~

~~IV. — Designated Employees:~~

~~A. — All members of the Riverside Community College District Board of Trustees, all members of the RCCD Development Corporation Board of Directors, the President of the Riverside Community College District and all persons employed in a District Management position shall be a “designated employee” for purposes of these Regulations.~~

~~B. — Consultants determined to be a “designated employee” shall comply with Disclosure Categories 1 and 2.~~

~~C. — Nothing in these Regulations prevents the President or his designate from adding other “designated employees” as positions subject to the disclosure requirements.~~

~~D. — Other District employees determined to be a “designated employee” are listed below along with the Disclosure Category that they are subject to:~~

Position	Disclosure Category
Members of the Board of Trustees	1,2
Members of the RCCD Development Corporation Board of Directors	1,2
President of the District	1,2
Vice President, Academic Affairs	1,2
Vice President, Administration and Finance	1,2
Vice President, Planning and Development	1,2
Vice President, Student Services	1,2
Provost, Moreno Valley Campus	1,2
Provost, Norco Campus	1,2
Executive Assistant to the President and Associate Vice President, College Relations and Advancement	1,2
Associate Vice President, Business Services	1,2
Associate Vice President, Facilities and Planning	1,2
Associate Vice President, Human Resources	1,2
Associate Vice President, Information Services	1,2
Associate Vice President, Instruction	1,2
Associate Vice President, Occupational Education	1,2
Associate Vice President, Program Assessment/Accountability	1,2
Associate Vice President, Student Services	1,2
Executive Dean, School of the Arts	1,2
Dean, Early Childhood Programs	1,2
Dean, Economic Development	1,2

Dean, Education	1,2
Dean, Faculty	1,2
Dean, Instruction (Moreno Valley)	1,2
Dean, Instruction (Norco)	1,2
Dean, Instruction (Riverside)	1,2
Dean/Department Chair, Library/Learning Resources	1,2
Dean, Matriculation	1,2
Dean/Director/Department Chair, Nursing Education	1,2
Dean, Open Campus	1,2
Dean/Department Chair, Public Safety Education and Training	1,2
Dean, Student Services (Moreno Valley)	1,2
Dean, Student Services (Norco)	1,2
Dean, Student Services (Riverside)	1,2
Associate Dean, Admissions and Records	1,2
Associate Dean, Physical Education and Athletics	1,2
Associate Dean, Early Childhood Education	1,2
Associate Dean, Financial Services	1,2
Associate Dean, Occupational Education	1,2
Associate Dean, Public Safety Education and Training	1,2
Associate Dean, Teacher Preparation and Education Programs	1,2
Associate Dean, Workforce Preparation	1,2
Executive Director/Producer, Performance Riverside	1,2

Director, Accounting Services	1,2
Director, Auxiliary Business Services	1,2
Director, Center for Applied Competitive Technologies	1,2
Director, Center for International Students and Programs	1,2
Director, Center for International Trade Development	1,2
Director/Chief, College Safety and Police	1,2
Director, College Health Services	1,2
Director, Corporate and Business Development	1,2
Director, Distance Education	1,2
Director, Diversity and Equity Compliance/ Assistant to the President	1,2
Director, EOPS	1,2
Director, Facilities/Operations and Maintenance	1,2
Director, Facilities Planning & Environmental Health and Safety	1,2
Director, Fire Technology/Fire Academy	1,2
Director, Food Services	1,2
Director, Foster Care/Independent Living Skills	1,2
Director, Grant and Contract Services	1,2
Director, Hospitality/Culinary Arts Program	1,2
Director, Information Services	1,2
Director, Institutional Research	1,2
Director, Marketing	1,2
Director, Passport Plus	1,2

Director/Producer, Performance Riverside	1,2
Director, Procurement Assistance Center	1,2
Director, Purchasing/Accounts Payable	1,2
Director, RCC Foundation	1,2
Director, Service Learning	1,2
Director, Software Development	1,2
Director, Sports and Activities Information	1,2
Associate Director, Institutional Research	1,2
Assistant Director, Operations	1,2
Assistant Director, RCC Foundation	1,2
Assistant Director, Student Financial Services	1,2
Sergeant, Campus Safety and Police	4
TRIO Director	1,2
Human Resources Administrative Manager	4
Manager, Communication Services Center	4
Manager, Custodial	4
Manager, Data Warehouse	4
Manager, Facilities Projects	4
Manager, Grant and Contract Compliance	4
Manager, Grounds	4
Manager, Instructional Media Center	4
Manager, Maintenance	4
Manager, Maintenance Site	4

Manager, Network	4
Manager, Risk	1,2
Supervisor, Community Relations	4
Supervisor, Micro Computer Support	4
Supervisor, Payroll	4
Supervisor, Warehouse	4
Supervisor, World Trade Center	4
Purchasing Specialist	4
Consultants to the District	1,2

## History

1. New section filed 2-80 as an emergency; effective upon filing. Certificate of Compliance included.
2. Amendment of subsection (b) filed 1-9-81; effective 30 days thereafter.
3. Amendment of subsection (b)(7)(B)1 filed 1-26-83; effective 30 days thereafter.
4. Amendment of subsection (b)(7)(A) filed 11-10-83; effective 30 days thereafter.
5. Amendment filed 13-87; effective 5-13-87.
6. Amendment of subsection (b) filed 10-21-88; effective 11-20-88.
7. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; effective 9-27-90.
8. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of NOTE filed 8-7-92; effective 9-7-92.
9. Amendment filed 2-93; effective upon filing.
10. Change without regulatory effect adopting COIC for California Mental Health Planning Council filed 11-22-93. Approved by FPPC 9-21-93.
11. Change without regulatory effect redesignating COIC for California Mental Health Planning Council filed 1-94.
12. Amendment filed and effective 3-1-95.
13. Amendment filed and effective 10-23-96.
14. Amendment filed and effective 9-97.
15. Amendment filed and effective 8-2-98.
16. Amendment filed and effective 5-11-99.
17. Amendment filed 12-6-2000; effective 1-1-2001.
18. Amendment filed 1-10-2001; effective 2-1-2001.

- 19. Amendment filed and effective 2-13-2001.**
- 20. Amendment filed 1-16-03; effective 1-01-03.**
- 21. Amendment filed and effective 01-01-05.**

~~June 17, 2003~~-November 15, 2005

**APPENDIX  
REGULATIONS FOR POLICY 1080  
CONFLICT OF INTEREST CODE  
OF THE  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**(Amended November 15, 2005)**

**EXHIBIT "A"**

**OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

District officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18701(b), are NOT subject to the District's Code, but are subject to the disclosure requirements of the Act. (Government Code Section 87200 et seq.). [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments<sup>7</sup>:

Members of the Board Trustees  
Chancellor  
Vice-Chancellor, Administration and Finance  
Associate Vice Chancellor, Finance  
Investment Consultant

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<sup>7</sup> Individuals holding one of the above-listed positions may contact the FPPC for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether a position is covered by § 87200.



**DESIGNATED POSITIONS**  
**GOVERNED BY THE CONFLICT OF INTEREST CODE**

<b><u>DESIGNATED EMPLOYEES'</u></b> <b><u>TITLE OR FUNCTION</u></b>	<b><u>DISCLOSURE</u></b> <b><u>CATEGORIES</u></b> <b><u>ASSIGNED</u></b>
Vice Chancellor, Academic Affairs	1, 2
Vice Chancellor, Student Operations and Operations	1, 2
President, Moreno Valley College	1, 2
President, Norco College	1, 2
President, Riverside City College	1, 2
Provost, Moreno Valley College	1, 2
Provost, Norco Campus	1, 2
Executive Assistant to the Chancellor and Chief of Staff	1, 2
Associate Vice Chancellor, Facilities	1, 2
Associate Vice Chancellor, Human Resources	6
Associate Vice Chancellor, Information Services	6
Associate Vice Chancellor, Institutional Effectiveness	6
Associate Vice Chancellor, Instruction	6
Associate Vice Chancellor, Public Affairs & Institutional Advancement	6
Associate Vice Chancellor, Student Services	6
Vice President, Business Services	1, 2
Executive Dean, School of the Arts	6
Executive Dean, Technology and Learning Resources	6
District Controller	1, 2

<b><u>DESIGNATED EMPLOYEES'</u></b> <b><u>TITLE OR FUNCTION</u></b>	<b><u>DISCLOSURE</u></b> <b><u>CATEGORIES</u></b> <b><u>ASSIGNED</u></b>
District Dean, Admissions and Records	6
District Dean, Disabled Student Programs and Services	6
District Dean, Physical Education and Athletics	6
District Dean, Student Financial Services	6
Dean, Academic and Student Affairs	6
Dean, Administrative Support Center	6
Dean, Early Childhood	6
Dean/Department Chair, Economic Development	6
Dean/Director, Nursing Education	6
Dean/Director, Institutional Reporting and Academic Services	6
Dean, Occupational Education	6
Dean, Open Campus	6
Dean, Public Safety Education and Training	6
Dean, Riverside School of the Arts	6
Dean, Student Services	6
Dean, Workforce Preparation	6
Dean of Education	6
Dean of Faculty Affairs	6
Dean of Instruction	6
Associate Dean, Academic and Student Affairs	6
Associate Dean, Early Childhood Education	6
Associate Dean, Governmental Relations, Grants and Contracts	6

<b><u>DESIGNATED EMPLOYEES'</u></b> <b><u>TITLE OR FUNCTION</u></b>	<b><u>DISCLOSURE</u></b> <b><u>CATEGORIES</u></b> <b><u>ASSIGNED</u></b>
Associate Dean, Teacher Preparation and Education Programs	6
District Director, Sports Information/Athletic Event Supervisor	6
District Director, Health Services	6
Director, Administrative Services	1, 2
Director, Administrative Support Center	6
Director, Center for Applied Competitive Technologies	6
Director, Center for International Students and Programs	6
Director, Chief of College Safety and Police	6
Director, Communications and Web Development	6
Director, Corporate and Business Development	6
Director, Distance Education	6
Director, Diversity, Equity and Compliance/Assistant to the Chancellor	6
Director of Facilities/Facilities Planning and Projects	1, 2
Director, Facilities/Operations and Maintenance	1, 2
Director, Fire Technology/Fire Academy Program	6
Director, Food Services	6
Director, Foster Care & Independent Living Skills	6
Director, Grants and Contract Services	6
Director, Hospitality/Culinary Arts Program	6
Director, Institutional Research	6
Director, Middle College High School	6

<b><u>DESIGNATED EMPLOYEES'</u></b> <b><u>TITLE OR FUNCTION</u></b>	<b><u>DISCLOSURE</u></b> <b><u>CATEGORIES</u></b> <b><u>ASSIGNED</u></b>
Director, Passport Plus	6
Director, Procurement Assistance Center	6
Director, RCC Foundation and Alumni Affairs	6
Director, Software Development	6
EOPS Director	6
Project Director, Gateway to College	6
Project Director, Developing Hispanic Service Institutions Grant	6
Statewide Director, Center for International Trade Development	6
Talent Search Director	6
Trio Director	6
Associate Director, Grants and Contract Services	6
Associate Director, Institutional Research	6
Associate Director, Admissions and Records	6
Assistant Director, Food Services	6
Assistant Director, Information Services Operations	6
Assistant Director, Operations	6
Assistant Director, RCC Foundation	6
Assistant Director, Student Financial Services	6
Manager, Grants and Contract Compliance	6
Manager, Grounds	6
Manager, Maintenance	6
Manager, Maintenance Site	6

<b><u>DESIGNATED EMPLOYEES'</u></b> <b><u>TITLE OR FUNCTION</u></b>	<b><u>DISCLOSURE</u></b> <b><u>CATEGORIES</u></b> <b><u>ASSIGNED</u></b>
Manager, Network	6
4faculty.org Project Manager	6
Auxiliary Business Services Manager	1, 2
Campus Administrative Support Center Manager	6
Contracts Manager	5
Facilities Manager/Facilities Planning & Environmental Health/Safety	6
Facilities Manager, Grounds and Projects	6
General Counsel	1, 2
Human Resources Administrative Manager	6
Instructional Media Center Manager	6
Library Learning Resources Administrative Manager	6
Maintenance Manager	6
Maintenance Site Manager	6
Network Manager	6
Purchasing Manager	5
Assistant Custodial Manager	6
Assistant Grounds Manager	6
Supervisor, Payroll	6
Supervisor/Sergeant, Safety and Police	6
Community Education Supervisor	6
Microcomputer Support Supervisor	6

<b><u>DESIGNATED EMPLOYEES'</u> <u>TITLE OR FUNCTION</u></b>	<b><u>DISCLOSURE</u> <u>CATEGORIES</u> <u>ASSIGNED</u></b>
Warehouse Supervisor	6
International Trade Specialist	6
Outcomes Assessment Specialist	6
Purchasing Specialist	6
<b>MEMBERS OF BOARDS, COMMITTEES AND COMMISSIONS</b>	
Riverside Community College Foundation Board of Directors	5
Citizen's Bond Oversight Committee Members	5
Gateway to College Charter School Board Members	5
Consultant <sup>8</sup>	1, 2

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<sup>8</sup> Consultants shall be included in the list of Designated Employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The Chancellor may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this Section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chancellor's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No.: V-D-1

Date: October 18, 2005

Subject: Riverside City College Nursing/Sciences Building, Agreements for Professional Services for Architectural, Civil and Geotechnical Engineering

Background: The Riverside Community College District has received two HUD grant earmarks totaling \$446,400 to assist the District with the planning and construction of the proposed Nursing/Sciences Building. These earmarks are contingent upon the submission of project proposals by December 31, 2005 and the initiation of an environmental impact review relative to the location of the building prior to that date. Additionally, the State Chancellor's Office has recently advised staff that final determinations relative to the Final Project Proposal (FPP), which was approved at the March 15, 2005, Board of Trustees meeting, and the building site must be submitted on or before December 1, 2005.

Thus, RCCD must move quickly with a decision relative to the building site and any revisions to the FPP which may result from said decision. To this end, staff recommends that we engage the firms noted below to assist us with these considerations and that funding therefor be derived from Measure C. Further, this process will involve Riverside City College staff and the College's strategic planning committee as well as consultation with campus neighbors. Finally, recommendations concerning the building site and any related FPP revisions will be brought to the Board for review and action in November.

Proposed agreements:

1. GKK WORKS contract would run from October 18, 2005 through an estimated completion date of December 1, 2005 and would not exceed \$34,500.00 plus reimbursable expenses. GKK would assist the District with FPP revisions.
2. KCT Consultants, Inc. contract would run from October 18, 2005 through an estimated completion date of December 1, 2005, and would not exceed \$41,000.00 including reimbursable expenses. KCT would provide civil engineering services.
3. John R. Byerly, Inc. contract would run from October 18, 2005 through an estimated completion date of December 1, 2005, and would not exceed \$11,900.00. Byerly would provide soils testing and other geotechnical services.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No.: V-D-1

Date: October 18, 2005

Subject: Riverside City College Nursing/Sciences Building, Agreements for Professional Services for Architectural, Civil and Geotechnical Engineering (continued)

Recommended Action:

It is recommended that the Board of Trustees approve the proposed agreements relative to the Riverside City College Nursing/Sciences Building: 1) GKK WORKS to prepare the Final Project Proposal (FPP), 2) KCT Consultants, Inc. to provide civil engineering services and 3) John R. Byerly, Inc., to provide geotechnical engineering services. It is further recommended that the Board of Trustees authorize the use of Measure C bond proceeds to fund these agreements.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities



**AGREEMENT BETWEEN GKKWORKS  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made and entered into on the 18<sup>th</sup> day of October 2005, by and between GKKWORKS, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Consultant shall revise the Final Project Proposal for the Riverside City College Nursing/Sciences Building per the California Community College Chancellor's Office (CCCCO) Facilities Planning Manual in accordance with the District's decision for location of this project.
2. The services outlined in Paragraph 1 will be provided by GKKWORKS home office.
3. The services rendered by the Consultant are subject to review by the District's Associate Vice Chancellor, Facilities.
4. The term of this agreement shall be from October 18, 2005 to the estimated completion date of December 1, 2005 with the provision that the Vice Chancellor Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this agreement shall not exceed \$34,500 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities and delivered by U.S. mail. The final payments shall not be paid until all of the services specified in paragraph 1 have been satisfactorily completed as determined by the Associate Vice Chancellor, Facilities.
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.
7. Consultant shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (consultants employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with

or arising from the negligent performance of the services contemplated hereunder, and Consultant shall defend, at its expense, including without limitation, attorney fees, RCCD, its officers, agents, employees and independent contractors, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold RCCD free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

8. "Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but no limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000."

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

Riverside Community College District

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor  
Administration and Finance

**AGREEMENT BETWEEN KCT CONSULTANTS, INC.  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made and entered into on the 18<sup>th</sup> day of October, 2005, by and between KCT Consultants, Inc., hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. KCT Consultants, Inc. shall prepare all (CEQA) California Environmental Quality Act documentation and processing for the Riverside City College Nursing/Sciences Building.
2. The services outlined in Paragraph 1 will be provided at KCT Consultants, Inc., home office.
3. The services rendered by the Consultant are subject to review by the District's Associate Vice Chancellor, Facilities.
4. The term of this agreement shall be from October 18<sup>th</sup>, 2005 to the estimated completion date of December 1, 2005, with the provision that the Vice Chancellor, Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this agreement shall not exceed \$41,000 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by the Associate Vice Chancellor, Facilities.
6. KCT Consultants, Inc. shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of KCT Consultants, Inc., its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (KCT Consultant, Inc. 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 KCT Consultant, Inc. 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 RCCD free and harmless herein shall survive until any

and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

7. "Contractor shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but no limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Contractor's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000."
8. 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.

Riverside Community College District

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Consultant

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James L. Buysse  
Vice Chancellor  
Administration and Finance

**AGREEMENT BETWEEN JOHN R. BYERLY, INC.  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made and entered into on the 18<sup>th</sup> day of October, 2005, by and between John R. Byerly, Inc., hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

1. John R. Byerly, Inc. will provide Geotechnical Engineering Services for the Riverside City College Nursing/Sciences Building. The Consultant will evaluate the soil conditions associated with the site so that recommendations can be prepared for safe and economical foundation types, vertical and lateral bearing values, support of concrete slabs-on-grade, and site preparation. Consultant also will prepare preliminary recommendations for asphalt concrete pavement for parking lot improvements. Additionally, Consultant shall provide an evaluation of geological conditions associated with the site.
2. The services outlined in Paragraph 1 will be provided at Riverside Community College, Riverside Campus.
3. The services rendered by the Consultant are subject to review by the District's Associate Vice Chancellor, Facilities.
4. The term of this agreement shall be from October 18, 2005 to the estimated completion date of December 1, 2005, with the provision that the Vice Chancellor Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this agreement shall not exceed \$11,900. Payments will be made as authorized by the Associate Vice Chancellor, Facilities, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by the Associate Vice Chancellor, Facilities.
6. John R. Byerly, Inc. shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of John R. Byerly, Inc., its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (John R. Byerly, Inc. 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 John R. Byerly, Inc. 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 RCCD free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

7. "Contractor shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but no limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Contractor's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000."
8. 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.

Riverside Community College District

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Consultant

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James L. Buysse, Vice Chancellor  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No.: V-D-2

Date: October 18, 2005

Subject: Acceptance of Magnolia Avenue Right-of-Way

Background: On September 6, 2005, the City of Riverside approved the vacation of 40 feet of public right-of-way (about 1.13 acres) on the easterly and westerly sides of Magnolia Avenue, between Fifteenth Street and Terracina Drive, adjacent to the Riverside City College campus. This action was taken to facilitate the construction of RCCD's five level, 1,100 space parking structure and pursuant to our request that the City of Riverside vacate the easterly side of Magnolia Avenue because the northwesterly corner of the parking structure would encroach slightly into the existing right-of-way along with a two-lane exit-only driveway providing egress from the third level of the parking structure to Magnolia Avenue, approximately 600 feet northerly of Terracina Drive.

The only potential cost to the District would be for title search, which we estimate at approximately \$3,500. District staff is currently seeking a waiver of this fee.

Recommended Action: It is recommended that the Board of Trustees accept 40 feet of public right of way on the easterly and westerly sides of Magnolia Avenue, between Fifteenth Street and Terracina Drive, from the City of Riverside, approve the expenditure of up to \$3,500 for a title search, if needed, and authorize the Vice Chancellor, Administration and Finance to sign the agreements.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No.: V-D-3

Date: October 18, 2005

Subject: Change Order No.1 – PE Complex/Parking Structure

Background: On November 16., 2004, the Board of Trustees awarded a contract to ASR Construction, Inc. for the Parking Structure rough grading, retaining walls and the P.E. Complex track and field in the amount of \$4,383,000.

Staff now is bringing forward for the Board's review and consideration Change Order No.1 in the amount of \$405,565 (see attached), which would increase the total project award to \$4,788,565. This Change Order includes the geo grid fabric and base material which the Board authorized on April 12, 2005, to address concerns derived from the substantial rainy season. Funds are available in the current project budget to cover the change order.

Recommended Action: It is recommended that the Board of Trustees approve Change Order No.1 for the P.E. Complex/Parking Structure project in the amount of \$405,565, and authorize the Vice Chancellor, Administration and Finance to sign the Change Order.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities



# CHANGE ORDER

**Steinberg Architects**  
523 West 6<sup>th</sup> Street, Suite 245  
Los Angeles, CA 90014

PROJECT: P.E. Complex / Parking Structure CHANGE ORDER # 1  
Riverside Community College District DATE: September 30, 2005  
CONTRACTOR: ASR Constructors D.S.A. # A04-106547  
5230 Wilson Street SA # 04036  
Riverside, CA 92506

ORIGINAL CONTRACT AMOUNT: \$ 4,383,000.00  
Previous Change Order: \$ N/A  
This Change Order: \$ 405,565.00  
Total Change Order: \$ 405,565.00  
REVISED CONTRACT AMOUNT: \$ 4,788,565.00

ORIGINAL CONTRACT COMPLETION DATE: May 20, 2005  
Previous Change Order: 0 Calendar Days  
This Change Order: 13 Calendar Days  
Total Change Orders: 13 Calendar Days  
REVISED CONTRACT COMPLETION DATE: September 15, 2005

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:**

\_\_\_\_\_  
Steinberg Architects DATE \_\_\_\_\_

\_\_\_\_\_  
ASR Constructors DATE \_\_\_\_\_

\_\_\_\_\_  
Riverside Community College District DATE \_\_\_\_\_

EXHIBIT "A" – Change Order #1  
P.E. Complex / Parking Structure – Riverside CCD  
Steinberg Architects # 04036, DSA # A04-106547  
September 30, 2005 Page 2

- #1 DESCRIPTION: COR 01  
Demo & remove original tennis court below existing grade  
REASON: Unforeseen condition  
REQUESTED BY: District  
COST: \$ 12,974  
TIME EXTENSION: 0 days
- #2 DESCRIPTION: COR 02  
Provide conduits to press box.  
REASON: Future use/score keeping  
REQUESTED BY: District  
COST: \$ 4,242  
TIME EXTENSION: 0 days
- #3 DESCRIPTION: COR 03  
Remove historic monument  
REASON: For re-use on future project  
REQUESTED BY: District  
COST: \$ 1,824  
TIME EXTENSION: 0 days
- #4 DESCRIPTION: COR 04  
Provide new waterline  
REASON: Replace old & defective line  
REQUESTED BY: District  
COST: \$ 14,622  
TIME EXTENSION: 0 days
- #5 DESCRIPTION: COR 05  
Over-excavate & re-compact compressive soils at north wall  
REASON: Unforeseen condition  
REQUESTED BY: Geotechnical Engineer  
COST: \$ 35,513  
TIME EXTENSION: 0 days
- #6 DESCRIPTION: COR 06  
Over-excavate & re-compact compressive soils at stadium wall  
REASON: Unforeseen condition  
REQUESTED BY: Geotechnical Engineer  
COST: \$ 10,628  
TIME EXTENSION: 0 days
- #7 DESCRIPTION: COR 07  
Remove & replace sewer line impacted by COR 5's over-excavation  
REASON: Unforeseen condition  
REQUESTED BY: District  
COST: \$ 3,159  
TIME EXTENSION: 0 days

EXHIBIT "A" – Change Order #1  
P.E. Complex / Parking Structure – Riverside CCD  
Steinberg Architects # 04036, DSA # A04-106547  
September 30, 2005 Page 3

- #8 DESCRIPTION: COR 08  
Electrical impact of COR 5's over-excavation  
REASON: Unforeseen condition  
REQUESTED BY: District  
COST: \$ 1,195  
TIME EXTENSION: 0 days
- #9 DESCRIPTION: COR 09  
Electrical impact of COR 6's over-excavation  
REASON: Unforeseen condition  
REQUESTED BY: District  
COST: \$ 359  
TIME EXTENSION: 0 days
- #10 DESCRIPTION: COR 10  
Modify existing electrical conduits for storm drain installation  
REASON: Unforeseen condition  
REQUESTED BY: District  
COST: \$ 2,715  
TIME EXTENSION: 0 days
- #11 DESCRIPTION: COR 11  
Rebar for additional foundation required due to COR 5  
Additional wall foundation rebar at sewer crossing.  
REASON: Unforeseen condition  
REQUESTED BY: Architect / District  
COST: \$ 351  
TIME EXTENSION: 0 days
- #12 DESCRIPTION: COR 12  
Over-excavate & re-compact compressive soils at driveway wall  
REASON: Unforeseen condition  
REQUESTED BY: Geotechnical Engineer/District  
COST: \$ 15,791  
TIME EXTENSION: 0 days
- #13 DESCRIPTION: COR 13  
Potholing for soils conditions at stadium wall  
REASON: Provide information on existing soils conditions  
REQUESTED BY: District  
COST: \$ 1,614  
TIME EXTENSION: 0 days
- #14 DESCRIPTION: COR 14  
Additional sewer and electrical work due to wet foundations and soils  
REASON: Wet soils  
REQUESTED BY: Geotechnical Engineer/District  
COST: \$ 8,860  
TIME EXTENSION: 0 days

EXHIBIT "A" – Change Order #1  
P.E. Complex / Parking Structure – Riverside CCD  
Steinberg Architects # 04036, DSA # A04-106547  
September 30, 2005 Page 4

- #15 DESCRIPTION: COR 15  
Remove existing wet soil, Installed a geo grid fabric and class II base material due the substantial rainy season. **This was approved at the April 19, 2005 Board of trustees Meeting.**  
REASON: Rains had saturated the dirt at the stadium track.  
REQUESTED BY: Geotechnical Engineer/District to meet graduation scheduled  
COST: \$ 84,000  
TIME EXTENSION: 5 days
- #16 DESCRIPTION: COR 17  
Replace existing conduit and phone line  
REASON: Unforeseen condition  
REQUESTED BY: District  
COST: \$ 718  
TIME EXTENSION: 0 days
- #17 DESCRIPTION: COR 18  
Rework electrical, phone systems impacted by COR 5's over-excavation  
REASON: Unforeseen condition  
REQUESTED BY: District  
COST: \$ 4,213  
TIME EXTENSION: 0 days
- #18 DESCRIPTION: COR 19  
Sunday work to provide new electrical service  
REASON: Minimize campus disruption  
REQUESTED BY: District  
COST: \$ 12,651  
TIME EXTENSION: 0 days
- #19 DESCRIPTION: COR 20  
Replace conduit for scoreboard and walkway lights impacted by COR 6's over-excavation  
REASON: Unforeseen condition  
REQUESTED BY: District  
COST: \$ 4,100  
TIME EXTENSION: 0 days
- #20 DESCRIPTION: COR 21  
Install new conduits and wiring impacted by COR 12's over-excavation  
REASON: Unforeseen condition  
REQUESTED BY: District  
COST: \$ 3,847  
TIME EXTENSION: 0 days
- #21 DESCRIPTION: COR 24  
Add irrigation wiring  
REASON: Future use  
REQUESTED BY: District  
COST: \$ 911  
TIME EXTENSION: 0 days

EXHIBIT "A" – Change Order #1  
P.E. Complex / Parking Structure – Riverside CCD  
Steinberg Architects # 04036, DSA # A04-106547  
September 30, 2005 Page 5

- #22 DESCRIPTION: COR 25  
Excavate, air, re-compact wet soils  
REASON: Due the substantial rainy season  
REQUESTED BY: Geotechnical Engineer/District  
COST: \$ 12,225  
TIME EXTENSION: 3 days
- #23 DESCRIPTION: COR 26  
Over-excavate and re-compact various locations  
REASON: Due the substantial rainy season  
REQUESTED BY: Geotechnical Engineer/District  
COST: \$ 14,927  
TIME EXTENSION: 0 days
- #24 DESCRIPTION: COR 27  
Storm drain permit  
REASON: Obtain City permit  
REQUESTED BY: District  
COST: \$ 1,288  
TIME EXTENSION: 0 days
- #25 DESCRIPTION: COR 28  
Modify new primary electrical service  
REASON: City changed design  
REQUESTED BY: City/District  
COST: \$ 25,876  
TIME EXTENSION: 5 days
- #26 DESCRIPTION: COR 29  
Add speakers at stadium  
REASON: Extend coverage area  
REQUESTED BY: District  
COST: \$ 8,000  
TIME EXTENSION: 0 days
- #27 DESCRIPTION: COR 31  
Trim tress at stadium  
REASON: To accommodate stadium lighting  
REQUESTED BY: District  
COST: \$ 1,591  
TIME EXTENSION: 0 days
- #28 DESCRIPTION: COR 32  
Add track cooling system  
REASON: Accommodate all weather use  
REQUESTED BY: District/Architect  
COST: \$ 29,942  
TIME EXTENSION: 0 days

EXHIBIT "A" – Change Order #1  
P.E. Complex / Parking Structure – Riverside CCD  
Steinberg Architects # 04036, DSA # A04-106547  
September 30, 2005                      Page 6

- #29 DESCRIPTION:                      COR 34  
Provide planting and irrigation north of stadium  
REASON:                                      Area not previously landscaped  
REQUESTED BY:                              District  
COST:    \$ 1,337  
TIME EXTENSION:                              0 days
  
- #30 DESCRIPTION:                      COR 35  
Add cable to press box  
REASON:                                      Completion of COR 2  
REQUESTED BY:                              District  
COST:    \$ 1,803  
TIME EXTENSION:                              0 days
  
- #31 DESCRIPTION:                      COR 37  
Add planting & irrigation east of stadium  
REASON:                                      Area not previously landscaped  
REQUESTED BY:                              District  
COST:    \$ 100  
TIME EXTENSION:                              0 days
  
- #32 DESCRIPTION:                      COR 38  
Construct sewer bypass for south retaining wall  
REASON:                                      Unforeseen conditions  
REQUESTED BY:                              District  
COST:    \$ 7,190  
TIME EXTENSION:                              0 days
  
- #33 DESCRIPTION:                      COR 39  
Misc. T&M removal and demolition work  
REASON:                                      Unforeseen condition  
REQUESTED BY:                              District  
COST:    \$ 1,905  
TIME EXTENSION:                              0 days
  
- #34 DESCRIPTION:                      COR 40  
Over-excavate and re-compact compressive soils at south retaining wall  
REASON:                                      Unforeseen condition  
REQUESTED BY:                              Geotechnical Engineer/District  
COST:    \$ 5,900  
TIME EXTENSION:                              0 days
  
- #35 DESCRIPTION:                      COR 41  
Add aluminum curbing  
REASON:                                      Competitive qualification requirements  
REQUESTED BY:                              District/Architect  
COST:    \$ 16,721  
TIME EXTENSION:                              0 days

EXHIBIT "A" – Change Order #1  
P.E. Complex / Parking Structure – Riverside CCD  
Steinberg Architects # 04036, DSA # A04-106547  
September 30, 2005 Page 7

- #36 DESCRIPTION: COR 42  
Upgrade moisture membrane at stadium track  
REASON: Change to impenetrable type  
REQUESTED BY: District  
COST: \$ 10,495  
TIME EXTENSION: 0 days
- #37 DESCRIPTION: COR 44  
Remove and repair sewer line  
REASON: Unforeseen condition  
REQUESTED BY: District  
COST: \$ 853  
TIME EXTENSION: 0 days
- #38 DESCRIPTION: COR 45  
Provide removable chain link fence panels  
REASON: For field access  
REQUESTED BY: District  
COST: \$ 4,648  
TIME EXTENSION: 0 days
- #39 DESCRIPTION: COR 46  
Paint "RCC" on track  
REASON: Add to all-weather track the College name  
REQUESTED BY: District  
COST: \$ 1,742  
TIME EXTENSION: 0 days
- #40 DESCRIPTION: COR 47  
Install two backflow preventers  
REASON: Provisions for two stadium toilet rooms  
REQUESTED BY: District  
COST: \$ 3,000  
TIME EXTENSION: 0 days
- #41 DESCRIPTION: COR 49  
Add concrete curb at channel  
REASON: Safety feature  
REQUESTED BY: DSA/District  
COST: \$ 9,292  
TIME EXTENSION: 0 days
- #42 DESCRIPTION: COR 50  
Provide potable water to visitor toilet room  
REASON: Available water not potable.  
REQUESTED BY: District  
COST: \$ 8,711  
TIME EXTENSION: 0 days

EXHIBIT "A" – Change Order #1  
P.E. Complex / Parking Structure – Riverside CCD  
Steinberg Architects # 04036, DSA # A04-106547  
September 30, 2005 Page 8

- #43 DESCRIPTION: COR 51  
Install drainage system at practice field  
REASON: Unforeseen condition  
REQUESTED BY: District  
COST: \$ 8,270  
TIME EXTENSION: 0 days
- #44 DESCRIPTION: COR 52  
Install mainline backflow preventer  
REASON: None existing  
REQUESTED BY: District  
COST: \$ 4,356  
TIME EXTENSION: 0 days
- #45 DESCRIPTION: COR 54  
Credit for RCC speaker rental  
REASON: Speaker system incomplete for graduation  
REQUESTED BY: District  
COST: <\$4,500>  
TIME EXTENSION: 0 days
- #46 DESCRIPTION: COR 56  
Provide anchoring system at bleachers  
REASON: Wind/turnover  
REQUESTED BY: Required by the Department of the State Architect (DSA)  
COST: \$ 16,686  
TIME EXTENSION: 0 days
- #47 DESCRIPTION: COR 57  
Delete concrete swales  
REASON: To be part of next project  
REQUESTED BY: District  
COST: <\$4,875>  
TIME EXTENSION: 0 days
- #48 DESCRIPTION: COR 58  
Add fencing sleeves  
REASON: For movable panels  
REQUESTED BY: District  
COST: \$ 1,533  
TIME EXTENSION: 0 days
- #49 DESCRIPTION: COR 59  
Delete Ceramics road slurry  
REASON: To be a part of next project  
REQUESTED BY: District  
COST: <\$ 438>  
TIME EXTENSION: 0 days



EXHIBIT "A" – Change Order #1  
P.E. Complex / Parking Structure – Riverside CCD  
Steinberg Architects # 04036, DSA # A04-106547  
September 30, 2005 Page 9

- #50 DESCRIPTION: COR 60  
Delete 12" storm drain  
REASON: To become part of next project  
REQUESTED BY: District  
COST: <\$ 4,300>  
TIME EXTENSION: 0 days
- #51 DESCRIPTION: COR 62  
Delete landscape maintenance  
REASON: RCC took immediate possession  
REQUESTED BY: District  
COST: <\$ 3,000>  
TIME EXTENSION: 0 days

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No.: V-D-4

Date: October 18, 2005

Subject: Riverside Community College District Foundation Major Gifts Campaign –  
Advance of Funds Proposal

Background: At the September 13, 2005, meeting, the Board of Trustees approved a proposal from the RCCD Foundation to advance funds to the Foundation in support of a proposed major gifts campaign (please see attached Board report). This proposal would involve a loan of \$1.3 million from the District to the Foundation to enable the Foundation to cover staffing, consultant, materials development, campaign event and office start-up costs. Additionally, the RCCD Board of Trustees action was contingent on approval of the major gifts campaign by the RCCD Foundation Board.

The Foundation Board subsequently approved the major gifts campaign on September 20, 2005. Thus, District and Foundation staff have discussed the terms associated with the advance of funds. Said terms would be as follows:

- Interest would accrue at the rate realized by the District from the County Treasurer.
- Interest would accrue only when funds are drawn by the Foundation.
- The advance would be made from the District's Resource 1000.
- Repayment to the District would be made on a semi-annual basis.
- Repayment by the Foundation would begin on July 1, 2009, with payments made in equal semi-annual installments and with the final payment due to the District on or before June 30, 2011.
- Prepayment of all borrowed funds may occur without penalty and at the pleasure of the Foundation.

Recommended Action: It is recommended that the Riverside Community College District Board of Trustees approve an advance from Resource 1000 of up to \$1.3 million to the Riverside Community College District Foundation with repayment terms as set forth above.

Salvatore G. Rotella  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No.: V-D-6

Date: September 13, 2005

Subject: Proposal for a Major Gifts Campaign

Background: In January 2005, the RCCD Foundation voted to undertake a feasibility study for a major gifts campaign to support District projects. This study was completed in June 2005 by The Clements Group, which is recommending that the Foundation undertake a three-year major gifts campaign with a working goal of \$17 - \$20 million in cash and pledges and \$8 million in planned gifts.

The attached proposal outlines a projected campaign budget of \$1.2 million, including staffing, consultant fees, materials development, campaign event costs and office start-up expenses. The Foundation is requesting that the District consider advancing funds to the Foundation to cover these campaign costs, which subsequently would be reimbursed by the Foundation. If this proposal is approved by both the RCCD Trustees and the RCC Foundation Board, a formal agreement specifying repayment terms similar to that used for the RCC Alumni House acquisition will be developed for presentation to both Boards.

Recommended Action: It is recommended that the Board of Trustees approve the RCC Foundation proposal described above relative to an advance of funds in support of a major gifts campaign contingent upon approval of said campaign by the RCC Foundation Board, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

  
Salvatore G. Rotella  
Chancellor

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

Jim Parsons  
Associate Vice Chancellor, Public Affairs and Institutional Advancement

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FOUNDATION

Proposal For A Major Gifts Campaign

**Background**

In January 2005, the RCCD Foundation Board of Directors voted to undertake a feasibility study to assess whether the Foundation was in a position to conduct a Major Gifts Campaign to provide additional private support for District projects. It was the general agreement of the Foundation that the District had positive visibility following the successful passage of Measure C and the success of the Foundation's prior campaigns: the Endowed Scholarship Campaign (1991-1992), Passport to College (1996-1999) and the Alumni House Campaign (2000-2003). The Clements Group was selected to conduct the study.

**The Clements Group: A Proven Track Record**

The Clements Group has specialized in community college institutional advancement for over 19 years and has now assisted over half of other community and/or technical colleges in the country. They have a proven track record of success. Among their successful campaigns are:

<u>Institution</u>	<u>Information</u>	<u>Goal</u>	<u>Achieved</u>
University of Kentucky Community College System - Lexington, KY	Campaign #1	\$38 Million	\$44 Million
Kentucky Community & Technical College System - Lexington, KY	Campaign #2 in progress	\$80 Million	\$45 Million
Cuyahoga Community College - Cleveland, OH	Metropolitan area	\$20 Million	\$20 Million
Greenville Technical College - Greenville, SC	Diverse area	\$9 Million	\$19 Million
Kirkwood Community College - Cedar Rapids, IA	2 Campaigns	\$15 Million	\$17 Million
Brophy College Prep - Phoenix, AZ	Diverse area	\$20 Million	\$25 Million
Sitting Bull College - Fort Yates, ND	Diverse area - Campaign in progress	\$40 Million	\$16 Million

**Campaign Feasibility Study**

The Feasibility Study was conducted over a 4-week period in May 2005. 102 interviews of faculty, staff, administrators, Foundation board members and community leaders were undertaken, assessing 13 potential District or campus-wide initiatives. During the feasibility study, significant insight and direction were gleaned by the consultants. The strength and validation of their recommendation comes from their findings, the interviews themselves, and current research available on philanthropy and community college education. In July, The Clements Group presented the results of the Feasibility Study to the Foundation Board, and the response of the Board was very positive.

**Recommendation**

The Clements Group recommends that Riverside Community College District Foundation immediately begin preparations to launch a three-year Major Gifts Campaign, as outlined below. The Foundation Board's next meeting is September 20, at which time the complete proposal from The Clements Group will be reviewed and a vote taken.

The proposed 36-month campaign includes:

Phase I (12 months)- Training, preparation, awareness, prospect research, business and industry focus groups and an Internal Campaign

Phase II (21 months) - External Campaign

Phase III (3 months) - External Campaign and follow-up

### Range of Campaign

The Clements Group recommends Riverside Community College District Foundation initiate a Campaign with a (confidential) working goal of \$17 to \$20 million in cash and three to five-year pledges and \$8 million in planned gifts. **A specific goal will be set only after the following activities have been completed:**

- The solicitation of the RCCD administration, faculty, staff, and Board members
- The identification of sufficient qualified prospects to achieve the desired goal
- The enlistment of the general campaign chair or co-chairs for the External Campaign
- The solicitation of lead gifts of \$100,000 or more totaling approximately 60 percent of the goal

### Campaign Costs

- Campaign Staffing

The Clements Group recommends that Amy Cardullo, the current Director of the RCC Foundation, serve as overall Campaign Manager and the Manager for the Riverside Area Campaign, and that a Campaign Manager (1 FTE) be appointed for the Norco and Moreno Valley campuses for the duration of the Campaign. It is also recommended that additional administrative staffing be in place to handle the demand of the Campaign (see staffing chart).

- Consulting Services

The Clements Group will be pleased to serve as Campaign consultants and provide training counsel and advise to the Campaign management team and the RCC Foundation Board to accomplish all tasks necessary to facilitate a successful Campaign.

The Clements Group will train the managers in all aspects of Campaign management and administration and will provide forms, schedules, agendas, and other information necessary for a successful Campaign. The Clements Group fee totals \$366,300, plus expenses. (For a goal of \$25 million, this equates to a \$74 return investment for every dollar invested). This will be billed on a monthly basis over 36 months as follows:

Months 1-24: \$11,100 per month

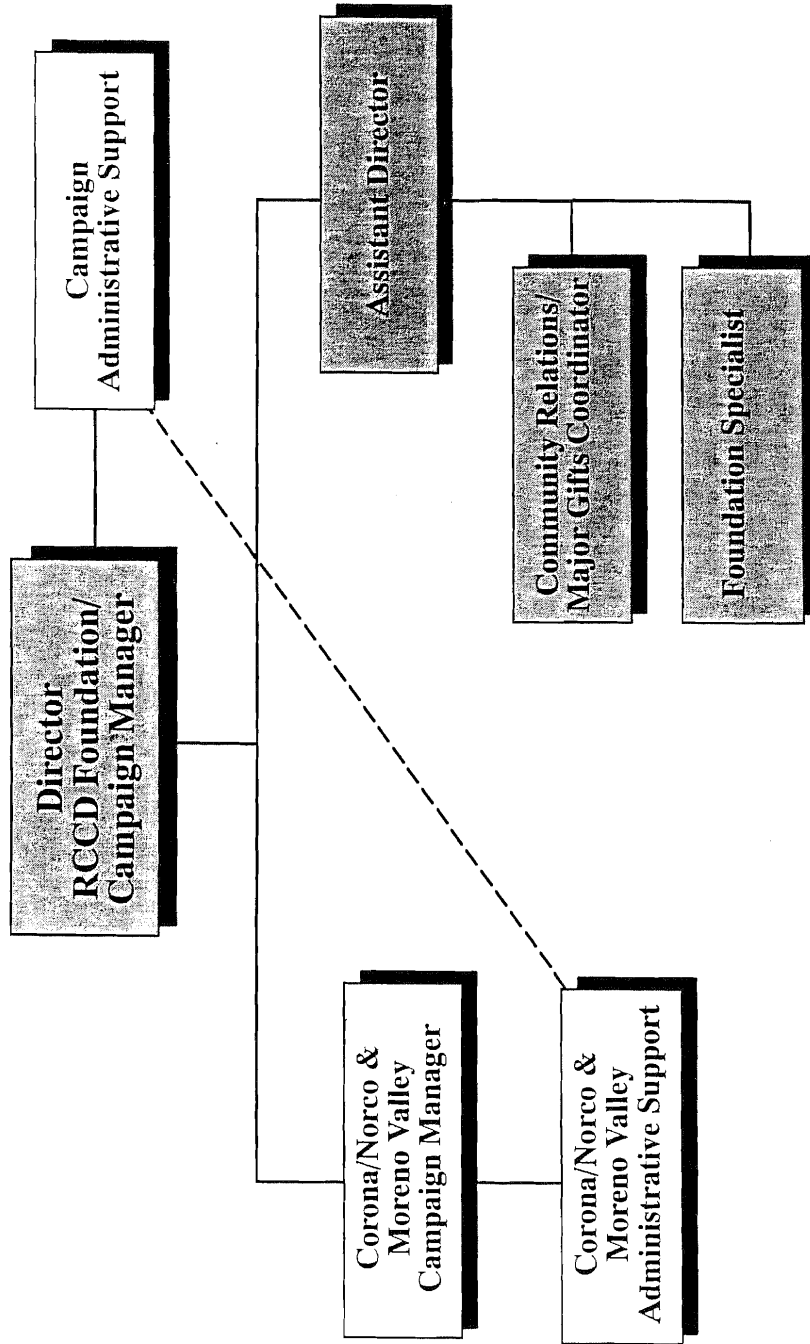
Months 25-36: \$8,325 per month

Travel expenses will also be charged for each on-site visit, based on established IRS guidelines. A minimum of 36 on-site visits will be scheduled. The Clements Group recommends that Riverside Community College District provide adequate space and furnishings for Campaign offices, plus equipment and supplies. (See attached budget)

The Clements Group services include the following:

- Training the Campaign Manager, Chancellor, and Board members on their respective roles in all phases of the Major Gifts Campaign
- Developing and implementing a business and industry partnership development initiative that includes: Expansions of customized training, degree, and certificate programs geared to working adults; working advisory boards; curriculum enhancement; student internships; other types of programs that will ensure that the College is viewed as a partner in the economic vitality of the community
- Using Prospect Explorer to build the prospect database
- Organizing the Campaign office and training the appropriate staff to manage the Campaign
- Identifying major strategies for a Campaign-related marketing and public relations initiative
- Holding a series of executive, leadership, and internal "family" awareness sessions
- Preparing a compelling case for support based on the results of the feasibility study
- Providing a master manual that will contain procedures and samples for impacting all aspects of campaign management
- Preparing all Campaign training and promotional materials
  
- Organizing and implementing the selection of the general Campaign chair or co-chairs and other volunteers
- Announcing the Campaign goal
- Training the Campaign manager, Chancellor, and others as appropriate on end-of-Campaign activities and the components of a comprehensive resource development and institutional advancement program
- Enhancing Annual Giving appeals
- Holding a victory celebration for successful completion of Major Gifts Campaign
- Implementing appropriate Campaign follow-up procedures
- Enhancing Planning Giving appeals
- Preparing to implement a comprehensive resource development and institutional advancement program (following the Campaign)

# RCCD Foundation (Proposed Staffing - Major Gifts Campaign)



District-funded Position (regular)  
 Campaign-funded Position (3 years)



**Riverside Community College District Foundation  
 Proposed Campaign Budget (3 Year Duration) With Benefits**

It is our recommendation that the Riverside Community College District and the RCCD Foundation consider partnering in this effort in a manner similar to that which led to the successful acquisition of the RCC Alumni House. If RCCD will advance to the Foundation sufficient funds to fully cover the costs of the Campaign, the Foundation will reimburse the District in full for this advance within a five-year period, on or before September 2010.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total</u>
<b>Salaries (with Benefits)</b>				
Norco/Moreno Valley Campaign Manager (1 FTE Range 15.0 Management)	\$108,301	\$110,467	\$112,676	\$331,444
Administrative support for Norco/Moreno Valley Manager (1 FTE Range 18 Classified)	\$52,808	\$53,865	\$54,942	\$161,615
Executive Assistant to Campaign Manager (1 FTE Range 19 Classified)	\$55,377	\$56,484	\$57,613	\$169,474
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total</u>
<b>The Clements Group</b>				
Consultant fee (\$11,100/month for months 1-24) (\$8,325/month for months 25-36)	\$133,200	\$133,200	\$99,900	\$366,300
Estimated travel expenses (2 days/month for 2 individuals) (expenses follow established IRS Guidelines)	\$38,400	\$38,400	\$38,400	\$115,200
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total</u>
<b>Office Equipment</b> (will seek donated equipment first)				
3 desktop computers, color printers (network capability)	\$13,500	\$0	\$0	\$13,500
Office supplies	\$2,500	\$2,500	\$2,500	\$7,500
Postage/Shipping	\$4,000	\$4,000	\$4,000	\$12,000
Xerox/FAX machine	\$1,000	\$0	\$0	\$1,000
Campaign letterhead and envelopes	\$1,000	\$1,000	\$1,000	\$3,000
Promotional materials (brochures, videos)	\$10,000	\$1,500	\$1,500	\$13,000
Telephones (installation and monthly charges for 2 telephones)	\$1,500	\$300	\$300	\$2,100
Donor cultivation and recognition	\$25,000	\$50,000	\$25,000	\$100,000
Office Space on Moreno Valley and Norco Campuses	\$0	\$0	\$0	\$0
Campaign related travel	\$600	\$600	\$600	\$1,800
<b>TOTALS</b>	<b>\$447,186</b>	<b>\$452,316</b>	<b>\$398,431</b>	<b>\$1,297,933</b>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No.: V-D-5

Date: October 18, 2005

Subject: 2004-2005 CCFS-311 – Annual Financial and Budget Report

Background: Title 5 of the California Code of Regulations, Sections 58300, et seq., requires that financial information be submitted annually to the Board of Governors for the California Community Colleges. To comply with this requirement, the District prepares a statement of revenues and expenditures commonly known as the CCFS-311 – Annual Financial and Budget Report. The CCFS-311 reports the following information:

Actual Financial Information – FY 2004-2005

Budget Financial Information – FY 2005-2006

Gann Appropriation Limit

Analysis of Net Ending Fund Balance

Analysis of Compliance with the 50 Percent Law

Detail of Unrestricted and Restricted General Fund Revenues

Expenditures by Combined General Fund Activity

Receipt and Expenditure of Lottery Proceeds

Analysis of Interfund Transfers

Information Only: Attached for the Board's information is a copy of the 2004-2005 CCFS-311 – Annual Financial and Budget Report.

Salvatore G. Rotella  
Chancellor

Prepared by: Rick Storti  
District Controller

California Community Colleges

**ANNUAL FINANCIAL AND BUDGET REPORT**

(Financial Report for Fiscal Year 2004-05)

(Budget Report for Fiscal Year 2005-06)


District: **Riverside Community College District**

District Code: **960**

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

  
\_\_\_\_\_  
District Chief Business Officer

9/30/05  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
District Superintendent

10/5/05  
\_\_\_\_\_  
Date

**Contact:**

Aaron Brown  
\_\_\_\_\_

Name

Associate Vice-Chancellor, Finance  
\_\_\_\_\_

Title

(951) 222-8789  
\_\_\_\_\_

Phone Number

Extension

aaron.brown@rcc.edu  
\_\_\_\_\_

E-Mail

In accordance with the *California Code of Regulations*, Section 58305(d) a copy of this report is due to the Chancellor's Office on or before **October 10, 2005**. Please submit the report to:

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

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

**Governmental Funds Group**  
10 General Fund:

**REVENUES, EXPENDITURES, AND FUND BALANCE DATA**  
 For Actual Year: 2004-05 Budget Year: 2005-06

**GENERAL FUND**

Description	State Use Only (EDP)	Fund: 11 UNRESTRICTED SUBFUND		Fund: 12 RESTRICTED SUBFUND		Fund: 10 TOTAL	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100	110,875	112,495	7,360,737	10,618,233	7,471,612	10,730,728
State Revenues	8600	65,256,802	76,317,644	7,109,967	6,870,034	72,366,769	83,187,678
Local Revenues	8800	41,037,847	40,787,081	4,219,945	4,083,240	45,257,792	44,870,321
<b>TOTAL REVENUES</b>	<b>801</b>	<b>106,405,524</b>	<b>117,217,220</b>	<b>18,690,649</b>	<b>21,571,507</b>	<b>125,096,173</b>	<b>138,788,727</b>
<b>EXPENDITURES:</b>							
Academic Salaries	1000	48,105,200	54,570,426	3,143,824	3,405,288	51,249,024	57,975,714
Classified Salaries	2000	21,029,792	25,459,994	5,493,014	6,882,872	26,522,806	32,342,866
Employee Benefits	3000	18,136,143	20,729,759	2,490,148	2,994,591	20,626,291	23,724,350
Supplies and Materials	4000	1,594,590	2,331,496	1,368,179	1,452,330	2,962,769	3,783,826
Other Operating Expenses and Services	5000	10,576,237	13,901,009	3,559,332	4,904,019	14,135,569	18,805,028
Capital Outlay	6000	1,332,668	3,912,220	3,232,920	3,062,785	4,565,588	6,975,005
<b>TOTAL EXPENDITURES</b>	<b>501</b>	<b>100,774,630</b>	<b>120,904,904</b>	<b>19,287,417</b>	<b>22,701,885</b>	<b>120,062,047</b>	<b>143,606,789</b>
<b>EXCESS / (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>201</b>	<b>5,630,894</b>	<b>(3,687,684)</b>	<b>(596,768)</b>	<b>(1,130,378)</b>	<b>5,034,126</b>	<b>(4,818,062)</b>
<b>OTHER FINANCING SOURCES</b>	<b>8900</b>	<b>880,941</b>	<b>1,732,080</b>	<b>1,675,505</b>	<b>1,732,539</b>	<b>2,556,446</b>	<b>3,464,619</b>
<b>OTHER OUTGO</b>	<b>7000</b>	<b>1,146,930</b>	<b>3,176,196</b>	<b>305,098</b>	<b>406,392</b>	<b>1,452,028</b>	<b>3,582,588</b>
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>	<b>5,364,905</b>	<b>(5,131,800)</b>	<b>773,639</b>	<b>195,769</b>	<b>6,138,544</b>	<b>(4,936,031)</b>
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	7,261,554	12,344,738	2,768,990	3,542,629	10,030,544	15,887,367
Prior Years Adjustments	903	(281,721)				(281,721)	
Adjusted Beginning Balance	<b>904</b>	<b>6,979,833</b>		<b>2,768,990</b>		<b>9,748,823</b>	
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	<b>12,344,738</b>	<b>7,212,938</b>	<b>3,542,629</b>	<b>3,738,398</b>	<b>15,887,367</b>	<b>10,951,336</b>

Riverside Community College District  
 District Code No. **960**

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

**Governmental Funds Group**  
**30 Special Revenue Funds**

**REVENUES, EXPENDITURES, AND FUND BALANCE DATA**  
 For Actual Year: 2004-05 Budget Year: 2005-06

**Special Revenue Funds**

Description	State Use Only (EDP)	FUND: 32 CAFETERIA FUND		FUND: 33 CHILD DEVELOPMENT FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100			5,663	10,000		
State Revenues	8600			124,847	128,491		
Local Revenues	8800	1,292,842	1,260,600	639,008	866,415		
<b>TOTAL REVENUES</b>	<b>801</b>	<b>1,292,842</b>	<b>1,260,600</b>	<b>769,518</b>	<b>1,004,906</b>		
<b>EXPENDITURES:</b>							
Academic Salaries	1000			642,370	758,229		
Classified Salaries	2000	557,682	651,093	150,789	138,501		
Employee Benefits	3000	188,406	256,996	166,199	183,453		
Supplies and Materials	4000	711,968	694,892	48,903	58,032		
Other Operating Expenses and Services	5000	103,126	91,245	48,412	53,030		
Capital Outlay	6000	15,175		841			
<b>TOTAL EXPENDITURES</b>	<b>501</b>	<b>1,576,357</b>	<b>1,694,226</b>	<b>1,057,514</b>	<b>1,191,245</b>		
<b>EXCESS/(DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>201</b>	<b>(283,515)</b>	<b>(433,626)</b>	<b>(287,996)</b>	<b>(186,339)</b>		
<b>OTHER FINANCING SOURCES</b>	<b>8900</b>	<b>326,930</b>	<b>356,930</b>	<b>320,000</b>	<b>220,000</b>		
<b>OTHER OUTGO</b>	<b>7000</b>						
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>	<b>43,415</b>	<b>(76,696)</b>	<b>32,004</b>	<b>33,661</b>		
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	252,534	295,949	(1,455)	30,549		
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	252,534		(1,455)			
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	<b>295,949</b>	<b>219,253</b>	<b>30,549</b>	<b>64,210</b>		

Riverside Community College District  District Code No.

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

**Governmental Funds Group**  
**40 Capital Projects Funds**

**REVENUES, EXPENDITURES, AND FUND BALANCE DATA**  
 For Actual Year: 2004-05 Budget Year: 2005-06

**Capital Projects Funds**

Description	State Use Only (EDP)	FUND: 41 CAPITAL OUTLAY PROJECTS FUND		FUND:		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600	5,866,847	12,587,246				
Local Revenues	8800	1,220,661	1,432,400				
<b>TOTAL REVENUES</b>	<b>801</b>	<b>7,087,508</b>	<b>14,019,646</b>				
<b>EXPENDITURES:</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000	150,864	62,514				
Other Operating Expenses and Services	5000	1,901,422	232,093				
Capital Outlay	6000	18,222,764	39,463,911				
<b>TOTAL EXPENDITURES</b>	<b>501</b>	<b>20,275,050</b>	<b>39,758,518</b>				
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>201</b>	<b>(13,187,542)</b>	<b>(25,738,872)</b>				
<b>OTHER FINANCING SOURCES</b>							
	<b>8900</b>	132,290,322	1,213				
	<b>7000</b>	70,264,282	1,123,870				
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>	<b>48,838,498</b>	<b>(26,861,529)</b>				
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	9,952,708	58,802,279				
Prior Years Adjustments	903	11,073					
Adjusted Beginning Balance	<b>904</b>	<b>9,963,781</b>					
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	<b>58,802,279</b>	<b>31,940,750</b>				

Riverside Community College District  District Code No.

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

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

**REVENUES, EXPENDITURES, AND FUND BALANCE DATA**  
 For Actual Year: 2004-05 Budget Year: 2005-06

**INTERNAL SERVICE FUNDS**

Description	State Use Only (EDP)	FUND: 61 SELF-INSURANCE FUND		FUND:		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>TOTAL INCOME</b>	801	4,842,772	5,247,889				
<b>EXPENDITURES:</b>							
Academic Salaries	1000						
Classified Salaries	2000	170,729	187,525				
Employee Benefits	3000	60,203	60,708				
Supplies and Materials	4000	3,430	4,400				
Other Operating Expenses and Services	5000	4,114,645	5,344,050				
Capital Outlay	6000	2,347	5,000				
<b>TOTAL EXPENDITURES</b>	501	4,351,354	5,601,683				
<b>NET INCOME / LOSS</b>	201	491,418	(353,794)				
<b>OTHER FINANCING SOURCES</b>	8900	500,000	500,000				
<b>OTHER OUTGO</b>	7000						
<b>NET INCREASE / (DECREASE) IN RETAINED EARNINGS</b>	901	991,418	146,206				
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	8,335	917,264				
Prior Years Adjustments	903	(82,489)					
Adjusted Beginning Balance	904	(74,154)					
<b>ENDING FUND BALANCE, JUNE 30</b>	905	917,264	1,063,470				

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

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

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

For Actual Year: 2004-05 Budget Year: 2005-06

**Fiduciary Funds Group**

Description	State Use Only (EDP)	FUND: 71 ASSOCIATED STUDENTS TRUST FUND		FUND: 74 STUDENT FINANCIAL AID TRUST FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100			13,961,671	13,792,512		
State Revenues	8600			1,355,208	1,300,000		
Local Revenues	8800	644,906	625,000				
<b>TOTAL REVENUES</b>	<b>801</b>	<b>644,906</b>	<b>625,000</b>	<b>15,316,879</b>	<b>15,092,512</b>		
<b>EXPENDITURES:</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000	361,198					
Other Operating Expenses and Services	5000	165,504	625,000				
Capital Outlay	6000						
<b>TOTAL EXPENDITURES</b>	<b>501</b>	<b>526,702</b>	<b>625,000</b>				
<b>EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>201</b>	<b>118,204</b>		<b>15,316,879</b>	<b>15,092,512</b>		
<b>OTHER FINANCING SOURCES</b>	<b>8900</b>						
<b>OTHER OUTGO</b>	<b>7000</b>	<b>(19,309)</b>		<b>15,316,879</b>	<b>15,092,512</b>		
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>	<b>137,513</b>					
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	874,097	1,011,610				
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	874,097					
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	<b>1,011,610</b>	<b>1,011,610</b>				

Riverside Community College District  District Code No.



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

**Gann Appropriation Limit**

**SUPPLEMENTAL DATA**

**Proposition 4: Gann Appropriation Limit**

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

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

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

**Budget Year: 2005-06**

Description	State Use Only (EDP)	S11 Amount
Appropriations Limit.	11	\$134,195,364
Appropriations subject to limit.	12	\$96,094,231
Amount of State aid apportionments and subventions included within the proceeds of taxes of the district.	13	\$63,709,340
Amounts excluded from the appropriations subject to limit, such as unreimbursed federal, State, or court mandates.	14	\$0

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

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

**SUPPLEMENTAL DATA**

For Actual Year: 2004-05

Description	State Use Only (EDP)	General Fund Total No. S10
<b>A. NET ENDING BALANCE</b>	<b>905</b>	15,887,367
Identify the following legally restricted or Board designated amounts <i>within the net ending balance:</i>		
B. Noncash Assets (items of noncash nature not readily available to meet fund expenditures)		
Investments (at cost)	611	
Student Loans Receivable	612	
Stores, Inventories, and Prepaid Items	613	66,035
<b>Subtotal B</b>	<b>619</b>	66,035
C. Amounts restricted by law (legal requirement) includes specific tax revenues, grants, and appropriations for special purposes.)		
Federal and State	621	
Local	622	3,542,629
<b>Subtotal C</b>	<b>629</b>	3,542,629
<b>D. Subtotal Reserved (B + C)</b>	<b>675</b>	3,608,664
E. Amounts committed by contract/other legal obligations:		
Capital Outlay and Equipment Replacement	631	
Collective Bargaining Contracts, Personal Services, and/or Consulting Contracts	632	
Other	633	
<b>Subtotal E</b>	<b>639</b>	
F. Amounts for district's self-insurance program	<b>649</b>	
G. Amounts for court order payments	<b>659</b>	
H. Amounts designated by Board action for specific future purposes excluding amounts above:		
Capital Outlay and Equipment Replacement	661	
Personal Services and/or Consulting Contracts	662	
General Reserve	663	900,000
Other	664	
<b>Subtotal H</b>	<b>669</b>	900,000
<b>I. TOTAL, DESIGNATED AMOUNTS (D through H)</b>	<b>679</b>	4,508,664
<b>J. UNCOMMITTED BALANCE (A less I)</b>	<b>690</b>	11,378,703

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

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

**SUPPLEMENTAL DATA**  
 For Actual Year: 2004-05

<b>S11 GENERAL FUND - UNRESTRICTED SUBFUND</b>		<b>ECS 84362(a)</b>	<b>ECS 84362(b)</b>
<b>Object Category</b>	<b>State Use Only (EDP)</b>	<b>Instructional Salary Costs (AC 0100-5900 and AC 6110) (1)</b>	<b>Total (AC 0100 - 6799) (2)</b>
Academic Salaries (CA 1000):			
Instructional Salaries (CA 1100 and 1300)	407	38,794,989	38,794,989
Noninstructional Salaries (CA 1200 and 1400)	408		8,713,230
<b>Subtotal Academic Salaries</b>	<b>409</b>	<b>38,794,989</b>	<b>47,508,219</b>
Classified Salaries (CA 2000):			
Noninstructional Salaries (CA 2100 and 2300)	411		18,271,308
Instructional Aides (CA 2200 and 2400)	416	1,573,540	1,573,540
<b>Subtotal Classified Salaries</b>	<b>419</b>	<b>1,573,540</b>	<b>19,844,848</b>
Employee Benefits (CA 3000)	429	7,992,133	17,650,861
Supplies and Materials (CA 4000)	435		1,437,433
Other Operating Expenses and Services (CA 5000)	449		9,737,970
Equipment Replacement (CA 6400 Equipment, subsidiary "Replacement")	451		106,161
<b>TOTAL (409 + 429) and (435 + 449 + 451)</b>	<b>459</b>	<b>48,360,662</b>	<b>96,285,492</b>
Less Exclusions for Current Expense of Education	469		4,884,988
<b>TOTALS for ECS 84362, 50 Percent Law (459 - 469))</b>	<b>470</b>	<b>48,360,662</b>	<b>91,400,504</b>
Percentage of CEE (EDP 470, col. 1 divided by EDP 470, col. 2)	471	<b>52.91%</b>	<b>100.00%</b>
50 Percent of Current Expense of Education (50% of EDP 470, col. 2)	472		45,700,252
Nonexempted Deficiency from second preceding fiscal year	473		
Amount Required to be Expended for Salaries of Classroom instructors (472 + 473)	474		45,700,252

Riverside Community College District **960** District Code No.

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

**Detail of General Fund Revenues**

**SUPPLEMENTAL DATA**  
 For Actual Year: 2004-05

Description	State Use Only (EDP)	Fund S11	Fund S12	Fund S10
		Unrestricted	Restricted	Total General Fund
		Actual (1)	Actual (1)	Actual (1)
<b>Federal Revenues (CA 8100):</b>				
Forest Reserve	8110			
Higher Education Act	8120			
Workforce Investment Act	8130			
Temporary Assistance for Needy Families (TANF)	8140		124,067	124,067
Student Financial Aid	8150	105,418		105,418
Veterans Education	8160	5,457		5,457
Vocational and Technical Education Act (VTEA)	8170		1,439,571	1,439,571
Other Federal Revenues	8190		5,797,099	5,797,099
<b>TOTAL FEDERAL REVENUES</b>	<b>8100</b>	<b>110,875</b>	<b>7,360,737</b>	<b>7,471,612</b>
<b>State Revenues (CA 8600)</b>				
General Apportionments (CA 8610)				
Apprenticeship Apportionment	121	132,949		132,949
State General Apportionment	122	56,758,858		56,758,858
Other General Apportionments	123	5,156,253		5,156,253
General Categorical Programs (CA 8620)				
Child Development	124			
Extended Opportunity Programs and Services (EOPS)	125		625,414	625,414
Disabled Students Programs and Services (DSPS)	126		1,291,155	1,291,155
Temporary Assistance for Needy Families (TANF)	127			
CA Work Oppor. & Responsibility to Kids (CalWORKs)	128		539,587	539,587
Telecomm. and Technology Infrastructure Program (TTIP)	129		107,353	107,353
Other General Categorical Programs	130		857,969	857,969
Reimbursable Categorical Programs (CA 8650)				
Instructional Improvement Grant	132			
Other Reimbursable Categorical Programs	133		3,155,588	3,155,588
State Tax Subventions (CA 8670):				
Homeowners' Property Tax Relief	134	440,753		440,753
Timber Yield Tax	135	130		130
Other State Tax Subventions	136			
State Non-Tax Revenues (CA 8680):				
State Lottery Proceeds	137	2,727,068	532,901	3,259,969
State Mandated Costs	138			
Other State Non-Tax Revenues	139			
Other State Revenues	8690	40,791		40,791
<b>TOTAL STATE REVENUES</b>	<b>8600</b>	<b>65,256,802</b>	<b>7,109,967</b>	<b>72,366,769</b>

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

**Detail of General Fund Revenues**

**SUPPLEMENTAL DATA**  
 For Actual Year: 2004-05

Description	State Use Only (EDP)	Fund S11	Fund S12	Fund S10
		Unrestricted	Restricted	Total General Fund
		Actual (1)	Actual (1)	Actual (1)
<b>Local Revenues (CA 8800):</b>				
Property Taxes (CA8810):				
Tax Allocation, Secured Roll	8811	20,290,017		20,290,017
Tax Allocation, Supplemental Roll	8812	1,537,293		1,537,293
Tax Allocation, Unsecured Roll	8813	1,072,076		1,072,076
Prior Years Taxes	8816	1,485,060		1,485,060
Education Revenue Augmentation Fund (ERAF)	8817	2,969,212		2,969,212
Contributions, Gifts, Grants, and Endowments	8820	60,149	304,542	364,691
Contract Services (CA 8830):				
Contract Instructional Services	140	166,560		166,560
Other Contract Services	141			
Sales and Commissions	8840	1,599,790		1,599,790
Rentals and Leases	8850	68,342		68,342
Interest and Investment Income	8860	240,240	65,473	305,713
Student Fees and Charges				
Community Services Classes	8872	1,002,094		1,002,094
Dormitory	8873			
Enrollment	8874	8,243,093		8,243,093
Field Trips and use of Nondistrict Facilities	8875			
Health Services	8876		551,615	551,615
Instructional Materials Fees and Sales of Materials	8877			
Insurance	8878			
Student Records	8879	113,856		113,856
Nonresident Tuition	8880	1,565,717		1,565,717
Parking Services and Public Transportation	8881		1,713,662	1,713,662
Other Student Fees and Charges	8885	47,992		47,992
Other Local Revenues	8890	576,356	1,584,653	2,161,009
<b>TOTAL LOCAL REVENUES</b>	<b>8800</b>	<b>41,037,847</b>	<b>4,219,945</b>	<b>45,257,792</b>
<b>TOTAL REVENUES (8100 + 8600 + 8800)</b>	<b>801</b>	<b>106,405,524</b>	<b>18,690,649</b>	<b>125,096,173</b>
<b>Other Financing Sources (CA 8900):</b>				
Proceeds of General Fixed Assets	8910	6,438		6,438
Proceeds of General Long-Term Debt	8940	1,555,074		1,555,074
Incoming Transfer	8980	(680,571)	1,675,505	994,934
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>8900</b>	<b>880,941</b>	<b>1,675,505</b>	<b>2,556,446</b>
<b>TOTAL REVENUES AND OTHER FINANCING SOURCES</b>	<b>899</b>	<b>107,286,465</b>	<b>20,366,154</b>	<b>127,652,619</b>

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

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

**SUPPLEMENTAL DATA**

For Actual Year: 2004-05

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Agriculture and Natural Resources	0100						
Architecture and Environmental Design	0200						
Biological Sciences	0400	2,041,289		89,207	84,166		2,214,662
Business and Management	0500	2,416,805		9,461	12,817		2,439,083
Communications	0600	561,215	6,702	50,973	164,044		782,934
Computer and Information Science	0700	2,463,409		54,470	316,332		2,834,211
Education	0800	3,609,217	47,717	256,444	49,688		3,963,066
Engineering and Related Industrial Tech.	0900	1,887,676		191,815	144,389		2,223,880
Fine and Applied Arts	1000	3,776,235	2,404	222,194	96,587		4,097,420
Foreign Language	1100	1,821,039		2,266	6,436		1,829,741
Health	1200	4,685,999		287,072	216,428		5,189,499
Consumer Education and Home Economics	1300	995,001		16,935	5,282		1,017,218
Law	1400	87,427					87,427
Humanities (Letters)	1500	7,640,607	26,217	31,645	114,155		7,812,624
Library Science	1600	11,381					11,381
Mathematics	1700	4,404,229		6,427	208,053		4,618,709
Military Studies	1800						
Physical Sciences	1900	1,902,421		55,767	98,379		2,056,567
Psychology	2000	1,057,422		1,827	2,401		1,061,650
Public Affairs and Services	2100	2,023,351	1,327	1,042,125	93,630		3,160,433
Social Sciences	2200	3,430,935		7,666	4,803		3,443,404
Commercial Services	3000	1,081,927		52,024	18,286		1,152,237
Interdisciplinary Studies	4900	3,205,471	7,477	7,894	3,602		3,224,444
Instruct. Staff-Retir's Brnfts & Retire. Incents	5900	359,649					359,649
<b>Subtotal - Instructional Activities</b>	<b>599</b>	<b>49,462,705</b>	<b>91,844</b>	<b>2,386,212</b>	<b>1,639,478</b>		<b>53,580,239</b>

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

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

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

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

**SUPPLEMENTAL DATA**

For Actual Year: 2004-05

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
<b>Instruct. Admin. &amp; Instruct. Governance (6000)</b>							
Academic Administration	6010		9,944,488	2,092,018	519,269		12,555,775
Course and Curriculum Development	6020		2,705,191	1,806,016	316,471		4,827,678
Academic/Faculty Senate	6030						
Other Instruct. Admin. & Instruct. Governance	6090						
<b>Subtotal - Instructional Administration</b>	<b>6000</b>		<b>12,649,679</b>	<b>3,898,034</b>	<b>835,740</b>		<b>17,383,453</b>
<b>Instructional Support Services (6100)</b>							
Learning Center	6110		389,117	3,246	1,166		393,529
Library	6120		2,159,738	299,968	341,079		2,800,785
Media	6130		759,965	76,894	56,758		893,617
Museums and Galleries	6140						
Academic Information Systems and Tech.	6150						
Other Instructional Support Services	6190						
<b>Subtotal - Instructional Support Services</b>	<b>6100</b>		<b>3,308,820</b>	<b>380,108</b>	<b>399,003</b>		<b>4,087,931</b>
<b>Admissions and Records</b>	<b>6200</b>		<b>2,251,021</b>	<b>503,413</b>	<b>38,406</b>		<b>2,792,840</b>
<b>Student Counseling and Guidance (6300)</b>							
Counseling and Guidance	6310		2,719,222	52,073	22,076		2,793,371
Matriculation and Student Assessment	6320		564,061	55,381	38,624		658,066
Transfer Programs	6330		14,294	7,536			21,830
Career Guidance	6340						
Other Student Counseling and Guidance	6390						
<b>Subtotal - Student Counseling and Guidance</b>	<b>6300</b>		<b>3,297,577</b>	<b>114,990</b>	<b>60,700</b>		<b>3,473,267</b>

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

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

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

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

**SUPPLEMENTAL DATA**

For Actual Year: 2004-05

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
<b>Other Student Services (6400)</b>			1,400,441	118,689	57,331		1,576,461
Disabled Students Program & Services (DSPS)	6420						
Extended Opportunity Prgrms. & Services (EOPS)	6430		609,007	34,259	1,093	233,243	877,602
Health Services	6440		411,696	100,545	831		513,072
Student Personnel Administration	6450		1,811,663	244,015	96,982		2,152,660
Financial Aid Administration	6460		1,896,798	379,457	95,267		2,311,522
Job Placement Services	6470		75,631	1,834			77,465
Veterans Services	6480						
Miscellaneous Student Services	6490						
<b>Subtotal - Other Student Services</b>	<b>6400</b>		6,145,236	878,799	251,504	233,243	7,508,782
<b>Operation and Maintenance of Plant (6500)</b>							
Building Maintenance and Repairs	6510		1,587,409	515,110	418,804		2,521,323
Custodial Services	6530		2,004,983	184,414	7,449		2,196,846
Grounds Maintenance and Repairs	6550		1,277,010	138,869	48,112		1,463,991
Utilities	6570			1,889,471			1,889,471
Other Operation and Maintenance of Plant	6590						
<b>Subtotal - Operation and Maintenance of Plant</b>	<b>6500</b>		4,869,402	2,727,864	474,365		8,071,631
<b>Planning, Policymaking, and Coordination</b>	<b>6600</b>		2,118,316	1,203,677	237,863		3,559,856

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

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



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

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

**SUPPLEMENTAL DATA**

For Actual Year: 2004-05

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
<b>General Institutional Support Services (6700)</b>							
Community Relations	6710		1,010,156	144,256	38,880		1,193,292
Fiscal Operations	6720		1,466,289	173,712	7,563		1,647,564
Human Resources Management	6730		1,005,377	344,640	23,690		1,373,707
Noninstr. Staff Retirees' Bnfts. & Retire. Incent.	6740		371,031				371,031
Staff Development	6750			8,887			8,887
Staff Diversity	6760		1,807	42,884			44,691
Logistical Services	6770		2,925,642	1,599,591	147,727		4,672,960
Management Information Systems	6780		2,929,908	1,087,984	106,629		4,124,521
Other General Institutional Support Services	6790						
<b>Subtotal - General Institutional Support Services</b>	<b>6700</b>		<b>9,710,210</b>	<b>3,401,954</b>	<b>324,489</b>		<b>13,436,653</b>
<b>Community Svcs. &amp; Economic Develop. (6800)</b>							
Community Recreation	6810		364,852	226,433	12,462		603,747
Community Service Classes	6820		360,526	71,533	10,990		443,049
Community Use Facilities	6830		343,321	35,979	25,380		404,680
Economic Development	6840						
Other Community Svcs. & Economic Development	6890						
<b>Subtotal - Community Services</b>	<b>6800</b>		<b>1,068,699</b>	<b>333,945</b>	<b>48,832</b>		<b>1,451,476</b>

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

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

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

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

**SUPPLEMENTAL DATA**

For Actual Year: 2004-05

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS			Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)					
<b>Ancillary Services (6900)</b>								
Bookstores	6910		5,062	29,751			34,813	
Child Development Centers	6920		26,185	38,142	1,802		66,129	
Farm Operations	6930							
Food Services	6940		15,457				15,457	
Parking	6950		1,485,790	300,356	131,393		1,917,539	
Student and Co-curricular Activities	6960		1,015,883	74,533	12,915		1,103,331	
Student Housing	6970							
Other Ancillary Services	6990							
<b>Subtotal - Ancillary Services</b>	<b>6900</b>		<b>2,548,377</b>	<b>442,782</b>	<b>146,110</b>		<b>3,137,269</b>	
<b>Auxiliary Operations (7000)</b>								
Contract Education	7010		554,133	239,413	107,276		900,822	
Other Auxiliary Operations	7090		322,102	587,147	882		910,131	
<b>Subtotal - Auxiliary Operations</b>	<b>7000</b>		<b>876,235</b>	<b>826,560</b>	<b>108,158</b>		<b>1,810,953</b>	
<b>Physical Property and Related Acquisitions (7100)</b>	<b>7100</b>				<b>940</b>		<b>940</b>	
<b>Long-Term Debt and Other Financing (7200)</b>								
Long-Term Debt	7210							
Tax Revenue Anticipation Notes	7220							
Other Financing	7290							
<b>Subtotal - Long-Term Debt and Other Financing</b>	<b>7200</b>							
<b>Transfers, Student Aid, and Other Outgo (7300)</b>								
Transfers	7310					1,146,930	1,146,930	
Student Aid	7320					71,855	71,855	
Other Outgo	7330							
<b>Subtotal - Transfers, Student Aid, and Other Outgo</b>	<b>7300</b>					<b>1,218,785</b>	<b>1,218,785</b>	
<b>TOTAL EXPENDITURES and OTHER OUTGO</b>	<b>391</b>	49,462,705	48,935,416	17,098,338	4,565,588	1,452,028	121,514,075	

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

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

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

**Receipt and Expenditures of Lottery Proceeds**

**L11 GENERAL FUND**

For Actual Year: 2004-05

Budget Year: 2005-06

Description	State Use Only (EDP)	Instructional Activities (0100 - 5900) (1)	Instructional & Institutional Support Activities (6000 - 6700) (2)	Others (3)	Total (Col. 1 thru 3) (4)
1. 06/30/04 Reported Ending Balance	902				
2. Adjustments	903				
3. Adjusted Beginning Balance (lines 1 + 2)	<b>904</b>				
<b>Part I. Actual Fiscal Year Data</b>					
4. State Lottery Proceeds:					
a) Cash Received	869A				2,486,340
b) Accrued	860A				773,629
Expenditures:					
5. Salaries and Benefits (Objects 1000 - 3000)	100A				
6. Supplies and Materials (Object 4000)					
(a) Software	210A	1,864	6,743		8,607
(b) Books, Magazines, & Periodicals	220A	3,245	35,847		39,092
(c) Instructional Supplies & Materials	230A	38,652	20,643		59,295
(e) Noninstructional Supplies & Materials	240A	15,349	121,087		136,436
7. Other Oper. Exp. & Services (5000)	400A	415,335	2,243,167		2,658,502
8. Capital Outlay:					
a) Library Books (Object 6300)	630A				
b) Equipment (Object 6400)	640A	56,162	301,875		358,037
9. Other	650A				
10. Total Expenditures (add lines 5 thru 9)	<b>501A</b>	530,607	2,729,362		3,259,969
11. 06/30/05 Balance (lines 3 + 4 - 10)	<b>905A</b>				
<b>Part II. Budget Fiscal Year Data</b>					
12. State Lottery Proceeds (estimated)	869B				3,670,463
Expenditures:					
13. Salaries and Benefits (Objects 1000 - 3000)	100B				
14. Supplies & Materials (Object 4000)					
(a) Software	210B	2,099	7,592		9,691
(b) Books, Magazines, & Periodicals	220B	3,653	40,361		44,014
(c) Instructional Supplies & Materials	230B	43,519	23,242		66,761
(e) Noninstructional Supplies & Materials	240B	17,282	136,335		153,617
15. Other Oper. Exp. & Services (Object 5000)	400B	467,634	2,525,624		2,993,258
16. Capital Outlay:					
a) Library Books (Object 6300)	630B				
b) Equipment (Object 6400)	640B	63,234	339,888		403,122
17. Other	650B				
18. Total Expenditures (add lines 13 thru 17)	<b>501B</b>	597,421	3,073,042		3,670,463
19. 06/30/06 Projected Balance (add lines 11 + 12 - 18)	<b>905B</b>				

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

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**SUPPLEMENTAL DATA**

**Analysis of Interfund Transfers**

For Actual Year: 2004-05

Fund #	In/Out	Fund Title	Amount Transferred In	Amount Transferred Out
11	IN	Unrestricted Subfund	983,860	
41	OUT	Capital Outlay Projects Fund		983,860
12	IN	Restricted Subfund	11,073	
41	OUT	Capital Outlay Projects Fund		11,073
32	IN	Cafeteria Fund	326,930	
11	OUT	Unrestricted Subfund		326,930
33	IN	Child Development Fund	320,000	
11	OUT	Unrestricted Subfund		320,000
61	IN	Self-Insurance Fund	500,000	
11	OUT	Unrestricted Subfund		500,000

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**SUPPLEMENTAL DATA**

**Analysis of Interfund Transfers**

For Actual Year: 2004-05

Fund #	In/Out	Fund Title	Amount Transferred In	Amount Transferred Out
<b>Summary Totals</b>				
Totals			2,141,863	2,141,863
11		Unrestricted Subfund	983,860	
41		Capital Outlay Projects Fund		994,933
12		Restricted Subfund	11,073	
32		Cafeteria Fund	326,930	
11		Unrestricted Subfund		1,146,930
33		Child Development Fund	320,000	
61		Self-Insurance Fund	500,000	

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BUSINESS FROM BOARD MEMBERS

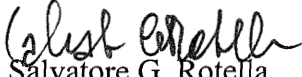
Report No.: VIII-A

DATE: October 18, 2005

Subject: Appointment of Adhoc Committee of the Board of Trustees Regarding the Miné Okubo Estate

Background: In September it was reported to the Board that it is highly desirable and much less costly for the four beneficiaries of the Miné Okubo Estate (Riverside Community College District, the Japanese American Museum, Oakland Museum and the San Francisco Museum of Modern Art) to come to agreement over the disposition of the art and papers, and not have it settled in the Courts.

Recommended Action: It is recommended that the President of the Board of Trustees appoint two Board members to serve on an adhoc committee to work with District Administration to reach a settlement with the other beneficiaries of the Miné Okubo Estate (the Japanese American Museum, Oakland Museum and the San Francisco Museum of Modern Art).

  
Salvatore G. Rotella  
Chancellor

Prepared by: Virginia MacDonald  
Chief of Staff