

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting –
November 15, 2005 - 6:00 p.m. – Student Services Lobby, Norco 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.

- I. Approval of Minutes - Special meeting of October 11, 2005
Regular meeting of October 18, 2005
Special meeting of October 20, 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

- (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) Extra-Curricular Activities, Academic Year 2005-06
 - (i) Department Chairs, Academic Year 2005-06
- 2. Salary Placement Adjustment
 - 3. Reassignment to the Classroom
- b. Classified Personnel
- 1. Appointments
 - (a) Management (None)
 - (b) Management – Categorically Funded
 - (c) Classified/Confidential
 - (d) Classified/Confidential – Categorically Funded
 - (e) Professional Experts (None)
 - (f) Short Term
 - (g) Temporary as Needed Student Workers
 - (h) Community Education Programs – 2005 Summer Semester
 - (i) Special Assignment (None)
 - 2. Professional Growth

3. Temporary Increase in Workload
 4. Request to Rescind Resignation and Reinstate
 5. Military Leave
 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. 8-05/06 Child Care Access Means Parents in School (CCAMPIS) Program
- Recommend adopting a resolution to add income and expenditures to the adopted budget.
 2. Resolution to Amend Budget – Resolution No. 9-05/06 2005-2006 Extended Opportunity Program and Services (EOPS) and Cooperative Agencies Resources for Education (CARE)
- Recommend adopting a resolution to add income and expenditures to the adopted budget.
 3. Resolution to Amend Budget – Resolution No. 10-05/06 2005-2006 Matriculation Program
- Recommend adopting a resolution to add income and expenditures to the adopted budget.
 - c. Contingency Budget Adjustments
- Request approval of various contingency budget transfers as presented.

5. Bid Awards
 - a. Award of Bid – Real Time Captioning Services
- Recommend awarding a bid for captioning services for a corrected hourly amount.
 - b. Purchase Using “Piggy Back” Award of Bid from Glendale Unified School District for Apple Computers
- Recommend awarding a bid for computers per Public Contract Code 20118 and 20652.
6. Donations
- Recommend accepting the listed donated items.
7. Out-of-State Travel
- Recommend approving out-of-state travel requests.
8. Grants, Contracts and Agreements
 - a. Agreements with Riverside County Superintendent of Schools
- Recommend approving grounds support agreements for the Head Start buildings at the Moreno Valley and Norco Campuses.
9. Other Items (None)

Recommended Action: Request for Approval

B. Information

1. Monthly Financial Report
- Informational report relative to financial activity for the period from July 1, 2005 through September 30, 2005.
Information Only

V. Board Committee Reports

A. Academic Affairs and Student Services

1. Academic Affairs
 - a. Revised Regulations for Policies and Regulations 5120 and 6120 – Second Reading

- Recommend approving the revisions to update the wording of policies and procedures to comply with current legal interpretations regarding use of facilities, distribution and posting of literature, and preventing disruption of instructional and/or other District activities.

- b. Agreement with The Lamar Companies
 - Recommend approving the agreement for the utilization of The Lamar Companies marketing services by Student Financial Services office.

Recommended Action: Request for Approval

2. Performing Arts

- a. Agreement with Al Yankee
 - Recommend approving the agreement for orchestra management services for the productions of Quilters, The Music Man, Smokey Joe's Café, and Evita.

Recommended Action: Request for Approval

3. Economic Development

- a. Agreement with the Air Force Reserve, Civilian Personnel Flight, March Air Reserve Base
 - Recommend ratifying the agreement for Customized Solutions to provide training services related to communication skills.

Recommended Action: Request for Ratification

- b. Agreement with Dr. Mohammad Zahraee
 - Recommend approving the agreement to work with the Close the Gap Team to design a formative and summative evaluation.

- c. Agreement with Fisher Center for Real Estate and Urban Economics, Haas School of Business, University of California, Berkeley

- Recommend approving the agreement to conduct a study to examine trends and prospects for business opportunities in foreign markets for California firms.

Recommended Action: Request for Approval

4. School of Education

- a. Agreement with Yosemite Community College District

- Recommend ratifying the agreement to provide training sources and reimbursement funds to eligible community college students employed in the Early Childhood Studies field.

- b. Agreement with San Francisco Community College District
 - Recommend ratifying the agreement to provide a California Early Childhood Mentor Program for Early Childhood professionals.
- c. Agreement with FranklinCovey Client Sales, Inc.
 - Recommend ratifying the agreement to provide introduction to “The 7 Habits of Highly Effective College Students.”

Recommended Action: Request for Ratification

- d. Agreement with Aliso Creek Inn and Golf Course
 - Recommend approving the agreement to provide accommodations for Professional Development Training for the Early Childhood faculty and staff.

Recommended Action: Request for Approval

5. Workforce Preparation

- a. Modification to Grant Agreement with the Foundation for California Community Colleges
 - Recommend ratifying the modification to the agreement which provides an increase in funding.
- Recommended Action: Request for Ratification**

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. Amendment of Board Policy 1080 Regulations and Establishment of a Conflict of Interest Code – Second Reading
 - Recommend approving the resolution, the revised Board Policy 1080 and regulations, and the new Conflict of Interest Code.

3. Regulations for Policy 1011, Board of Trustees' Committee Bylaws – Second Reading
- Recommend approving the revised regulations.

Recommended Action: Request for Approval

D. Finance and Audit

1. Quadrangle Modernization Construction Project Budget
- Recommend approving a construction budget for the Quad Modernization Project, including an augmentation from Measure C funds.
2. Award of Bid – Quadrangle Modernization Project, Riverside City College
- Recommend awarding a construction bid for the modernization of the Quadrangle Building at Riverside City College.
3. The Mitigated Negative Declaration for the Riverside School for the Performing and Media Arts
- Recommend adopting a Mitigated Negative Declaration based on the findings from a study ; adopting a De Minimis Impact finding; approving the Riverside School for the Performing and Media Arts Project, subject to the mitigation measures and conditions; directing staff to post the Notice of Determination and to file the De Minimis Impact finding and Mitigated Negative Declaration with the Riverside County Clerk's Office; and directing staff to post the Notice of Determination in the Riverside Community College District Facilities Office.

Recommended Action: Request for Approval

E. Legislative (None)

- F. Board of Trustees Committee Meeting Minutes
- Recommend receipt of Board committee minutes from the October 11, 2005 Academic Affairs and Student Services, Personnel and Labor Relations, 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. Resolution Commemorating Contributions of Mr. Harley Knox to the Riverside Community College District and the Inland Empire – Resolution No. 11-05/06
- Recommend adopting the resolution recognizing Mr. Harley Knox posthumously.
Recommended Action: Request for Adoption

IX. Comments from the Public

X. Closed Session

- A. Pursuant to Government Code Section 54957, public employee discipline/dismissal/release.
Recommended Action: To be Determined

XI. Adjournment

MINUTES OF THE SPECIAL BOARD OF TRUSTEES MEETING OF OCTOBER 11, 2005

President Takano called the special meeting of the Board of Trustees to order at 7:30 p.m., in Board Room AD122, O. W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Trustees Present

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

Trustees Absent

Staff Present

Dr. Salvatore G. Rotella, Chancellor
Dr. Linda Lacy, Vice Chancellor, Student Services
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
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. Aaron Brown, Associate Vice Chancellor, Finance
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs
and Institutional Advancement
Ms. Virginia McKee-Leone, President, Academic Senate

Mr. Takano led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees approve the agreement between Riverside Community College District and The Artists' Collective for \$5,000.00, from October 11, 2005 through February 24, 2006, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

AGREEMENT WITH THE
ARTISTS' COLLECTIVE

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees grant out-of-state travel as listed. (Appendix No. 14) Motion carried. (5 ayes)

OUT-OF-STATE TRAVEL

The Board recessed at 7:55 p.m., reconvened and adjourned at 7:58 p.m.

RECESS, RECONVENEMENT
AND ADJOURNMENT

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING OF OCTOBER 18, 2005

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

CALL TO ORDER

Trustees Present

Ms. Kathleen Daley
Ms. Mary Figueroa
Mr. Jose Medina
Mr. Mark Takano
Ms. Bianca Alonzo, Student Trustee Pro Tem

Trustees Absent

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. 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. Patricia Bufalino, Academic Senate Representative

Guests Present

Mr. David Bristow, Attorney, Reid & Hellyer
Dr. Jay Hoffman, District Superintendent, Nuview Union School District
Mr. Brad Neufeld, Attorney, Best, Best & Krieger
Mr. Dave Saunders, Attorney, Clayson, Mann, Yeager and Hansen

Mr. Bristow led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Board adjourned to closed session at 6:30 p.m., pursuant to Government Code Section 54956.8, to confer with real property negotiator David Bristow, Attorney, Reid & Hellyer, regarding properties located at 3801 Market Street and 3892 University Avenue, and 1533 Spruce Street, Riverside.

CLOSED SESSION

The Board reconvened to open session at 7:28 p.m., announcing that no action would be reported from closed session.

RECONVENEMENT TO OPEN SESSION

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees approve the minutes of the regular meeting of September 13, 2005. Motion carried. (4 ayes, 1 absent [Slocum])

Ms. Alonzo, student trustee pro tem, reported on recent and planned ASRCC activities.

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

Approve the listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 15)

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$3,141,154.14, and District Warrant Claims totaling \$5,194,201.42; (Appendix No. 16)

Approve amendment to employment contracts and terminations as listed; (Appendix No. 17)

Approve the budget transfers as presented; (Appendix No. 18)

Approve adding the revenue and expenditures of \$20,800.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Approve adding the revenue and expenditures of \$15,000.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Award the bid for Real Time Captioning Services to E-Z Captioning for the amount of \$33.00 per hour, including the provisions that the contract may be extended upon mutual

MINUTES OF REGULAR
MEETING OF AUGUST 23, 2005

STUDENT REPORT

CONSENT ITEMS

Action

Academic and Classified
Personnel

Purchase Order and Warrant
Report – All District Funds

Annuities

Budget Adjustments

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

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

Award of Bid – Real Time
Captioning Services

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;

Grant out-of-state travel as listed, correcting the destination for Ms. Carmen V. Smith to New York City, New York; (Appendix No. 19)

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;

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. 20)

Approve the destruction of records as listed; (Appendix No. 21)

Accept the Martin Luther King Jr., High Tech Teaching/Learning Center roof replacement as complete, approve the execution of the Notice of Completion (under Civil Code Section 3093-Public Works), and authorize the Board President to sign the notice;

Accept the Early Childhood Playground Equipment as complete, approve the execution of the Notice of Completion (under Civil Code Section 3093-Public Works), and authorize the Board President to sign the notice;

Out-of-State Travel

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

Surplus Property

Destruction of Records

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

Notice of Completion – Early Childhood Playground Equipment, Norco Campus

Accept the PE Track and Field Complex Modular restroom facilities as complete, approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works), and authorize the Board President to sign the notice;

Notice of Completion – PE Complex Modular Facilities

Accept the 48 modular buildings at the Relocatable Swing Space location on Riverside City College as complete, approve the execution of the Notice of Completion (under Civil Code Section 3093-Public Works), and authorize the Board President to sign the notice.

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

Motion carried. (4 ayes, 1 absent [Slocum])

Information

In accordance with Board Policy 1040.1, the Chancellor has accepted the resignations of Mr. Scott Parks, Associate Professor, Physical Education/Head Track and Cross Country Coach, effective September 30, 2005, for personal reasons, Mrs. Linda Fox, Mailroom Coordinator, effective October 14, 2005, for retirement, Ms. Rebecca Gramlich, Secretary III, effective October 11, 2005, for personal reasons, and Mr. Hanalei Hanohano, Assistant Grounds Manager, effective October 11, 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 amended agreement, from July 1, 2005-June 30, 2008, for an amount not to exceed \$228,569.00, including the \$39,807.00 excess funds for each year of the contract, and authorize the Vice Chancellor, Administration and Finance, to sign the contract;

WorkAbility III Agreement

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.

Agreement with Cobro Consulting, LLC

Motion carried. (4 ayes, 1 absent [Slocum])

Mr. Medina, seconded by Ms. Figueroa, moved 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;

Agreement with Mark Gunderson

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;

Agreement with Don Jaramillo

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;

Agreement with Bob Feller

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;

Agreement with Don Gunderson

Approve the agreement for March 14 and 15, 2006, for an amount not to exceed \$800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Tom Leslie

Approve the agreement for April 27-29, 2006, for \$1,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Mitch Fennell

Approve the agreement for April 27-29, 2006, for \$1,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Mike
Haithcock

Approve the agreement for March 10-12, 2006, for \$1,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Larry
Zalkind

Approve the agreement for November 1, 2005 through December 1, 2005, for \$1,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Becky
Long

Approve the agreement for March 14, 2006 for \$350.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Mitch
Fennell

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;

Agreement with Bodie J.
Smith

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;

Agreement with Sue
Williams

Approve the agreement for October 20-November 30, 2005, for \$1,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with James
Wunderlich

Approve the agreement for October 20-November 30, 2005, for \$2,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Wayne
Downey

Approve the agreement for October 24-30, 2005, for \$800.00, and authorize the Vice

Agreement with Gary Lee

Chancellor, Administration and Finance, to sign the agreement;

Approve the agreement for October 24-30, 2005, for \$800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Carlos Rivera

Approve the agreement for October 22-30, 2005, for \$2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Scott Janssen

Ratify the agreement from October 20-30, 2005, for \$1,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Agreement with Anthony Loa

Motion carried. (4 ayes, 1 absent [Slocum])

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

Faculty Affairs

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;

Agreement with Los Angeles Valley College

Approve the agreement for October 19, 2005 through June 30, 2006, for an amount not to exceed \$7,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Agreement with OmniPlatform Software Corp.

Motion carried. (4 ayes, 1 absent [Slocum])

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

Early Childhood Studies

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;

Contract with First 5 Riverside County Children and Families Commission

Approve the agreement for October 19, 2005, for an amount not to exceed \$200.00, and

Agreement with Don Hackenberg

authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

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.

Resolution No. 5-05/06 with California Department of Education

Motion carried. (4 ayes, 1 absent [Slocum])

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

Economic Development

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;

Agreement with David Hunt

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;

Agreement with City of Moreno Valley

Ratify the agreement from September 14, 2005 through June 30, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with North American Stainless

Sign the resolution and certification;

Certification and Board Resolution with the State of California Employment Training Panel

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;

Agreement with Charles Lowe

Approve the agreement from November 1, 2005 through October 31, 2008, for an

Agreement with Learning Resource Network

amount not to exceed \$25,000.00 per year, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

This item was withdrawn from consideration.

Agreement with Fisher Center for Real Estate and Urban Economics, Haas School of Business, University of California, Berkeley

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.

Agreement with Crafton Hills College

Motion carried. (4 ayes, 1 absent [Slocum])

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

Moreno Valley Campus

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;

Memorandum of Understanding with Saint Francis University

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;

Agreement with Desert Ambulance Service, Inc.

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;

Agreement with The Flynn Corporation

Approve the Memorandum of Understanding from October 19, 2005 through August 31, 2010, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Memorandum of Understanding with Nuvview Union School District

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 agreement.

Affiliation Agreements with Mission Family Medical Group and Moreno Valley Urgent Care

Motion carried. (4 ayes, 1 absent [Slocum])

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

Workforce Development

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;

Agreement with Nicki Bywater

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;

Agreement with Dan Crain

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;

Agreement with Jill Johnson

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;

Agreement with Sheralyn Pope

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;

Agreement with Michelle Runnels

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;

Agreement with Keith Hosea

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;

Agreement with Nathaniel Rodriguez

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;

Agreement with Rik Rusovik

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;

Agreement with Lisa White

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.

Agreement with Diana Esparza

Motion carried. (4 ayes, 1 absent [Slocum])

Mr. Medina, seconded by Ms. Daley, moved 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. Motion carried. (4 ayes, 1 absent [Slocum])

Agreement with Sonia Vela

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

Performance Riverside

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;

Agreement with University/Resident Theatre Association, Inc.

Approve the agreement from October 19, 2005 through November 11, 2005, for the amount of \$6,000.00, plus mileage and up to

Agreement with Teri Ralston

13 nights of lodging, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

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;

Agreement with Karen Rymar

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.

Agreement with Laguna Playhouse

Motion carried. (4 ayes, 1 absent [Slocum])

Mr. Medina, seconded by Ms. Figueroa, moved 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. Motion carried. (4 ayes, 1 absent [Slocum])

WorkAbility Agreement with Corona-Norco Unified School District

Mr. Medina, seconded by Ms. Figueroa, moved 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. Motion carried. (4 ayes, 1 absent [Slocum])

Agreement with Ted Baca

Mr. Medina, seconded by Ms. Daley, moved 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. Motion carried. (4 ayes, 1 absent [Slocum])

Agreement with Innovative Interfaces

Mr. Medina, seconded by Ms. Daley, moved

Agreement with Clarke and

that the Board of Trustees approve the agreement for October 19-November 30, 2005, for an amount not to exceed \$9,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Slocum])

Associates Educational
Consultants

Personnel and Labor Relations

Ms. Figueroa, seconded by Mr. Medina, moved that 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. Motion carried. (4 ayes, 1 absent [Slocum])

Contract with California
Community Colleges
Registry Job Fair

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve the College closure from December 26, 2005-January 2, 2006. Motion carried. (4 ayes, 1 absent [Slocum])

College Closure –
December 26, 2005-
January 2, 2006

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees accept Resolution No. 06-05/06 and amended Conflict of Interest Code for first reading. Motion carried. (4 ayes, 1 absent [Slocum])

Amendment of Riverside
Community College District
Conflict of Interest Code,
Board Policy 1080 and
Approval of Resolution
No. 06-05/06 – First
Reading

Finance and Audit

Ms. Daley, seconded by Ms. Figueroa, moved 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, and authorize the use of

Riverside City College
Nursing/Sciences Building,
Agreements for Profes-
sional Services for
Architectural, Civil and
Geotechnical Engineering

Measure C bond proceeds to fund these agreements. Motion carried. (4 ayes, 1 absent [Slocum])

Ms. Daley, seconded by Ms. Figueroa, moved 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 \$3,500.00 for a title search, if needed, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements. Motion carried. (4 ayes, 1 absent [Slocum])

Acceptance of Magnolia Avenue Right-of-Way

Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees approve Change Order No. 1 for the P.E. Complex/Parking Structure project, in the amount of \$405,565.00, and authorize the Vice Chancellor, Administration and Finance, to sign the Change Order. Motion carried. (4 ayes, 1 absent [Slocum])

Change Order No. 1 – PE Complex/Parking Structure

Ms. Daley, seconded by Ms. Figueroa, moved that the 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. (Appendix No. 22) Motion carried. (4 ayes, 1 absent [Slocum])

Riverside Community College District Foundation Major Gifts Campaign – Advance of Funds Proposal

The Board received for information the 2004-2005 CCFS-311 Annual Financial and Budget Report.

2004-2005 CCFS-311 – Annual Financial and Budget Report

The Board received for information the minutes from the September 6, 2005 Academic Affairs and Student Services Committee and Finance and Audit Committee Meetings.

Board of Trustees Committee Meeting Minutes

Ms. Patricia Bufalino presented the report from the Academic Senate.

ACADEMIC SENATE REPORT

RCC CTA President Karin Skiba recognized select Moreno Valley faculty.

COMMENT FROM THE PUBLIC

BUSINESS FROM BOARD
MEMBERS

Mr. Takano and Ms. Daley volunteered to be on the 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).

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

The Board adjourned to closed session at 8:35 p.m., pursuant to Government Code Section 54956.8, to confer with real property negotiator Dr. Jim Buysse, 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, and, pursuant to Government Code Section 54957.6, confer with District-designated representative, Brad Neufeld; unrepresented employee: Chancellor.

CLOSED SESSION

The Board reconvened to open session and adjourned the meeting at 10:45 p.m.

RECONVENEMENT AND
ADJOURNMENT

MINUTES OF THE SPECIAL BOARD OF TRUSTEES MEETING OF OCTOBER 20, 2005

President Takano called the special meeting of the Board of Trustees to order at 6:00 p.m., in Board Room AD122, O. W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Trustees Present

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

Trustees Absent

Ms. Grace Slocum

Staff Present

Dr. Salvatore G. Rotella, Chancellor
Dr. James Buysse, Vice Chancellor, Administration and Finance
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Brenda Davis, Provost, Norco Campus
Dr. Daniel Castro, President, Riverside City College
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs
and Institutional Advancement

Guest(s)

Brad Neufeld, Attorney, Best, Best & Krieger

Dr. Davis led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Board adjourned to closed session at 6:01 p.m., pursuant to Government Code Section 54957.6, to confer with labor negotiator, District designated representative: Brad Neufeld, Attorney, Best, Best & Krieger, unrepresented employee: Chancellor.

CLOSED SESSION

The Board reconvened to open session at 6:35 p.m.

RECONVENEMENT TO OPEN SESSION

Mr. Wes Stonebreaker, Riverside, commented on the proposed agreement with Dr. Rotella; Ms. Jan Schall, Riverside, commented on the agreement with Chancellor Rotella; Dr. Carolyn Quin, Palm Springs, commented on Dr. Rotella's request to continue as a consultant; and Ms. Cardullo, Riverside, commented on the contract with Dr. Rotella.

COMMENTS FROM THE PUBLIC

Ms. Daley, seconded by Ms. Figueroa,

AGREEMENT WITH DR.

moved that the Board of Trustees approve the employment agreement with Chancellor Rotella to assist the Board in the search for a new Chancellor and Presidents for the Norco and Moreno Valley campuses, assist in administering the Riverside Community College Foundation Campaign, continue curriculum development for Law Enforcement Programs, continue development of the School for the Arts; assist the Board in preparing for the process of accreditation of the District's three campuses, and assist the Board in other projects as agreed upon with the Board, from October 2006 through September 2008, for \$100,000.00 a year, that can be terminated by either party with 90-days notice. Motion carried. (3 ayes, 1 no [Medina], 1 absent [Slocum])

SALVATORE ROTELLA

The Board adjourned the meeting at 6:44 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

Report No.: IV-A-1-a

Date: November 15, 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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Marilyn Martinez-Flores	Associate Dean, College Program Support	11/16/05	18.1

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
Fall Semester 2005

<u>Name</u>	<u>Subject</u>
Heather Gonzalez	English
Mark Haines	Dance
Mary Legner	Mathematics

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

<u>Name</u>	<u>Position</u>
Samantha Esqueda	Early Childhood Master Teacher, Hourly

Subject: Academic Personnel

1. Appointments – cont.

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

<u>Activity</u>	<u>Name</u>
Head Cross Country Coach	Michael Barbee (50%)
Assistant Basketball Coach	Joseph Huff (replacing Anthony Jones)
Assistant Basketball Coach	Julia Smith (replacing Corey Almsay)

i. Department Chairs, Academic Year 2005-06

Revisions to list submitted/approved by the Board of Trustees on June 21, 2005:

<u>Department</u>	<u>Chair/Assistant Chair</u>	<u>Stipend</u>
Business, CIS & CAT	Ronald Pardee	0%
World Languages	Diana MacDougall (Spring 2006)	50%
	Dorothy Campbell	0%

2. Salary Placement Adjustment

At the meeting of June 21, 2005, the Board of Trustees approved the appointment of the following faculty member. The employee has provided appropriate verification of coursework completed that will affect his salary placement.

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

<u>Name</u>	<u>From Column/Step</u>	<u>To Column/Step</u>
John Byun	E-7	F-7

3. Reassignment to the Classroom

Mr. Glenn Hunt, Dean of Instruction (RCC), has requested a reassignment to the classroom. This request has the support of the President.

It is recommended the Board of Trustees approve the reassignment of Mr. Glenn Hunt, Dean of Instruction (RCC), to the tenured position of Associate Professor of Mathematics (RCC), effective January 1, 2006, with salary placement at Column G, Step 22 of the Faculty Salary Schedule.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

Report No.: IV-A-1-b

Date: November 15, 2005

Subject: Classified Personnel

1. Appointments

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

a. Management
(None)

b. Management – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
TBA	Director, Procurement Assistance Center	TBA	TBA	Appointment (Management)

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Michele Arnold	Accounting Technician/Riverside City College	11/16/05	25-7	Promotion
Cheryl Burke	Cosmetology Receptionist/Cashier (11-month, 50%)	11/16/05	15-1	Appointment
Sandra Henes	Clerk Typist (English & Speech Communications)	12/12/05	13-1	Appointment
Christine Hiatt	Cosmetology Clerk	11/16/05	15-1	Transfer
Elizabeth Romero	Economic Development Assistant/ March Education Center	11/16/05	17-1	Appointment
Gustavo Segura	Instructional Media/Broadcast Coordinator/Moreno Valley Campus	12/01/05	24-5	Promotion

Subject: Classified Personnel

1. Appointments - Continued

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Date</u>	<u>Salary</u>	<u>Action</u>
Nicole Abbate	Emancipation Coach/Moreno Valley/Norco/Riverside Campuses (Foster Youth Emancipation Program)	11/28/05	18-1	Appointment
Michael Arellano	Emancipation Coach/Moreno Valley/Norco/Riverside Campuses (Foster Youth Emancipation Program)	11/28/05	18-1	Appointment
Jevon Hatcher	Educational Advisor/Norco Campus (TRIO-Talent Search)	11/16/05	18-1	Appointment
Yvonne Hill	Secretary I (Title V Program)	12/01/05	15-5	Promotion

e. Professional Experts
(None)

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 Semester
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>
Carla Knight	EMT Training	06/01/05	08/31/05

i. Special Assignment
(None)

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 step, effective December 1, 2005:

<u>Name</u>	<u>Title</u>	<u>Achievement Step Earned</u>
Adrienne Fisher	Secretary I	4@\$35

3. Temporary Increase in Workload

It is recommended the Board of Trustees approve a temporary increase in workload for part-time, permanent employee, Deana Hardwick, Student Services Technician, from 47.5% to 100%, benefits included, effective November 16, 2005 until further notice. This increase has the approval of the Provost of Norco Campus.

4. Request to Rescind Resignation and Reinstate

At its meeting of September 13, 2005, the Board of Trustees approved a request for resignation for Stacy Williams, Student Financial Services Specialist, effective at the end of the workday of September 9, 2005. Ms. Williams is requesting to rescind her resignation and this request has the approval of the area District Dean;

It is recommended the Board of Trustees reinstate Ms. Williams back into the position of Student Financial Services Specialist, effective November 16, 2005.

Subject: Classified Personnel

5. Military Leave

Section 395.01 of the Military and Veteran's Code and Section 87832 of the Education Code authorizes the President, or designee, to approve a leave for military reserve duty with full salary for the first 30 days of such military leave;

It is recommended the Board of Trustees ratify the request for military reserve duty for Anthony Puzzuto, Warehouse Supervisor, for the periods of July 20,21,22, 2005; September 30, 2005; and October 3,4,5,6,7,14, 2005 (a total of 10 working days). Mr. Puzzuto meets the college service requirement.

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 October 1,2,3,8,9,10,15,16,17, 2005. Mr. Rojas' request has the approval of the area Vice Chancellor, Student Services/Operations.

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>
Melissa Jamison	Student Services Specialist Aide	10/13/05	Personal
Blanca Martinez	Administrative Secretary II	11/11/05	Career Advancement

Report No.: IV-A-1-b

Date: November 15, 2005

Subject: Classified Personnel

Submitted by:



Richard Ramirez
Associate Vice Chancellor, Human Resources

Transmitted to the Board by:



Salvatore G. Rotella
Chancellor

Concurred by:



Virginia MacDonald
Chief of Staff/Executive Assistant to
the Chancellor

Concurred by:

Daniel Castro
President, Riverside City College



Ray Maghroori
Vice Chancellor, Academic Affairs

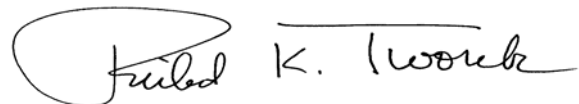


Brenda Davis
Provost, Norco Campus

James L. Buysse
Vice Chancellor, Administration and Finance



Linda Lacy
Vice Chancellor, Student Services/Operations



Richard Tworek
Provost, Moreno Valley Campus

Title V City Campus Articulation Project (Fall 2005)

To serve as co-chair for the English Articulation Project working in collaboration with K-12 unified school districts, University of California Riverside, and Riverside City College faculty.

Christine Sandoval – Total amount to be paid not to exceed \$400

Title V City Campus Articulation Project (Winter 2006)

To serve as co-chair for the English Articulation Project working in collaboration with K-12 unified school districts, University of California Riverside, and Riverside City College faculty.

Christine Sandoval – Total amount to be paid not to exceed \$300

Title V City Campus Articulation Project (Spring 2006)

To serve as co-chair for the English Articulation Project working in collaboration with K-12 unified school districts, University of California Riverside, and Riverside City College faculty.

Christine Sandoval – Total amount to be paid not to exceed \$800

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

Develop curriculum for a learning community linked to reading for spring 2006. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Melissa Bader – Total amount to be paid not to exceed \$3,600.72

Curriculum Development for Math 52A and 52B (October 19 – December 9, 2005)

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

Joseph DeGuzman – Total amount to be paid not to exceed \$1,150.23

Kennedy Middle College Curriculum – Gap Analysis (November 16 – December 10, 2005)

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

Heather Gonzalez – Total amount to be paid not to exceed \$1,500

David Mills – Total amount to be paid not to exceed \$1,500

Iлона Takakura – Total amount to be paid not to exceed \$1,500

Kennedy Middle College Curriculum – Gap Analysis (January 3 – February 9, 2006)

Combined effort with math and English faculty to identify any content gaps between RCC curriculum and CNUUSD 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

Heather Gonzalez – Total amount to be paid not to exceed \$1,500

David Mills – 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

Iлона Takakura – Total amount to be paid not to exceed \$1,500

Kennedy Middle College Curriculum (November 16 – 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.

Beatriz Vasquez – Total amount to be paid not to exceed \$300.06

Kennedy Middle College Curriculum (January 3 – February 9, 2006)

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

Beatriz Vasquez – Total amount to be paid not to exceed \$300.06

Course Innovation Stipend for Reading 82 (October 19 – December 17, 2005)

Redesign and update Reading 82 course to incorporate supplemental instruction. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Michael Shefchik – Paid as a lump sum upon completion in the amount of \$500

4faculty.org Website (June 22 – August 25, 2005)

Author updated modules for 4faculty.org website; author module on Student Learning Outcomes for faculty.org website. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Cordell Briggs – Total amount to be paid not to exceed \$1,625

Susan Ingham – Total amount to be paid not to exceed \$1,700

<u>NAME</u>	<u>SUBJECT</u>
Almasy, Corey	Physical Education
Arlandson, James	History
Asaro, Marcus	Mathematics
Ayala, Bobbie	Guidance
Boyer, Wayne	Nursing
Bringhurst, Frederick	ECS
Brown, Sonya	Real Estate
Byous, Rosslynn	Physician's Assistant
Carreras, Sofia	Dance
Clements, Charles	Fire Technology
Delgado, Edward	Administration of Justice
Fick, Paul	Administration of Justice
Grajeda, Ralph	Physical Education
Ho, Hai	Physician Assistant
Horton, Jason	Administration of Justice
Huerta, Gloria	Physician Assistant
Hustead, Fred	Physical Education
Johnson, James	Administration of Justice
Kelley, Heather	Mathematics
Kelley, Michael	Physical Education
Landry-Taylor, Lisa	Physician Assistant
Lau, Sylvia	Music
Mackenzie, Carolyn	Real Estate
Marchenko, Tamara	Music
Ringo, Courtney	Mathematics
Robitaille, Colette	Music

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Theodore Bridges	Clerical, Substitute	10/24/05-06/30/06	16-1
Mark Adame	Custodian, Substitute	09/20/05-06/30/06	13-1
Courtney Walker	Custodian, Substitute	09/20/05-06/30/06	13-1
Jose Ponce	Groundsperson, Substitute	09/23/05-06/30/06	14-1

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>
Caron James	Accompanist III	07/01/05-06/30/06	15.00/hour
Dan Evans	Coaches, Summer Activities	08/22/05-02/12/06	17.54/hour
Allan Lovelace	Coaches, Summer Activities	08/18/05-02/12/06	17.54/hour
Erik Peraza	Community Service Officer	08/26/05-06/30/06	14.00/hour
Mark Adame	Custodian Assistant	09/20/05-06/30/06	12.50/hour
Courtney Walker	Custodian Assistant	09/20/05-06/30/06	12.50/hour
Maria Cowper	Food Service Assistant	09/15/05-06/30/06	9.00/hour
Yolanda Davis	Food Service Assistant	09/20/05-06/30/06	9.00/hour
Rahael Fisseha	Food Service Assistant	09/01/05-06/30/06	9.00/hour
Janie Cariaga-Felix	Grant Facilitator	10/01/05-06/30/06	40.00/hour
Jose Ponce	Grounds Assistant	09/23/05-06/30/06	13.00/hour
Arturo Cabrera	Instructional Aide I	07/01/05-06/30/06	6.75/hour
John Rubio	Lab Aide II	09/19/05-06/30/06	10.00/hour
Joseph Skelley	Instructional Aide II	10/01/05-06/30/06	7.25/hour
Keisha Baker	Office Assistant I	09/20/05-06/30/06	9.00/hour
Marcie Churco	Office Assistant I	10/20/05-06/30/06	9.00/hour
Enrique Fuentes	Office Assistant I	09/01/05-06/30/06	9.00/hour
Alicia Heraldez	Office Assistant I	10/17/05-06/30/06	9.00/hour
Lauren Whitlock	Office Assistant I	10/18/05-06/30/06	9.00/hour

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Jonathan Yorkowitz	Office Assistant I	10/20/05-06/30/06	9.00/hour
Maria Diegelman	Office Assistant II	10/01/05-06/30/06	10.50/hour
Linda Martinez	Office Assistant II	09/26/05-06/30/06	10.50/hour
Jo Shannee Pryor	Office Assistant II	09/12/05-06/30/06	10.50/hour
April Ravert	Office Assistant II	09/01/05-06/30/06	10.50/hour
Barbara Russell	Office Assistant II	10/01/05-06/30/06	10.50/hour
Vanessa Vasquez	Office Assistant II	10/01/05-06/30/06	10.50/hour
Shirly Ignatius	Office Assistant III	10/01/05-06/30/06	12.50/hour
Urmila Patel	Office Assistant III	10/01/05-06/30/06	12.50/hour
Stefanie Perez	Office Assistant III	09/01/05-06/30/06	12.50/hour
Joshua Tordai	Office Clerk	09/27/05-06/30/06	7.00/hour
Dora Iliana Cuz	Operations Clerk	09/12/05-06/30/06	7.50/hour
Oscar Gonzalez	Operations Clerk	09/19/05-06/30/06	7.50/hour
Julia Luster	Operations Clerk	09/19/05-06/30/06	7.50/hour
Brian Smith	Stage Technician II	09/01/05-06/30/06	7.50/hour
Whitney Wilczynski	Student Activities Assistant	09/16/05-06/30/06	10.50/hour
Albert Carlson	Technical Director	07/01/05-06/30/06	12.65/hour
Elias Tedesco	Theatre Production Technician	07/01/05-06/30/06	9.25/hour
Lana Brown	Tutor II	10/03/05-06/30/06	8.00/hour
Jason Blake	Tutor IV	10/01/05-06/30/06	10.00/hour
Delroy Sargeant	Tutor IV	09/01/05-06/30/06	10.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Stipend</u>
Jimmy Devine	Assistant Track Coach	09/16/05-06/30/06	\$3,172

DISTRICT FUNDS

NAME	POSITION	DEPARTMENT	DATE	RANGE
Ahmed, Salmaan	Student Worker	Tutorial Services - NOR	10/20/05	19-4
Assaf, Alian	Student Worker	Tutorial Services - RIV	10/24/05	19-4
Ather, Maymuna	Student Worker	Early Childhood Studies - RIV	10/03/05	19-4
Bale, Elisabeth	Student Worker	Early Childhood Studies - RIV	10/03/05	19-4
Bedolla, Robert	Student Worker	College Safety & Police - RIV	10/03/05	19-4
Blankenship, Russell	Student Worker	Tutorial Services - RIV	10/28/05	19-4
Bui, Linh	Student Worker	Library - RIV	10/03/05	19-4
Bui, Vien	Student Worker	Tutorial Services - RIV	10/07/05	19-4
Burkert, Patrick	Student Worker	Tutorial Services - RIV	10/19/05	19-4
Burton, Alan	Student Worker	Fine & Performing Arts - RIV	10/11/05	19-4
Cadena De Gonzalez, Monica	Student Worker	Tutorial Services - RIV	10/28/05	19-4
Chavez, Ramon	Student Worker	Tutorial Services - RIV	10/07/05	19-4
Chiang, Joseph	Student Worker	Health Services - RIV	10/07/05	19-4
Coke, April	Student Worker	Tutorial Services - RIV	10/07/05	19-4
De Los Reyes, Tricia Kaye	Student Worker	English Writing Center - RIV	10/19/05	19-4
DeSpain, Travis	Student Worker	Tutorial Services - NOR	10/28/05	19-4
Dohrman II, Duane	Student Worker	Tutorial Services - MOV	10/24/05	19-4
Duarte, Jennifer	Student Worker	Disabled Stdts Progam & Svcs - RIV	10/03/05	19-4
Edison, Thomas	Student Worker	Library - RIV	10/03/05	19-4
Furlong, Erica	Student Worker	Early Childhood Studies - NOR	10/19/05	19-4
Garcia, Cesar	Student Worker	Tutorial Services - RIV	10/19/05	19-4
Gawrys, Natasha	Student Worker	Tutorial Services - RIV	10/19/05	19-4
Giboney, Benjamin	Student Worker	Tutorial Services - NOR	10/19/05	19-4
Hauser III, Prather	Student Worker	Gear Up / Passport Plus - RIV	09/30/05	19-4
Henry, Timothy	Student Worker	Tutorial Services - MOV	10/19/05	19-4
Holm, Natasha	Student Worker	Tutorial Services - RIV	10/03/05	19-4
Horn, Heather	Student Worker	Fine & Performing Arts - RIV	10/11/05	19-4
Jones, Emanuel	Student Worker	Student Activities - RIV	10/17/05	19-4
Kalinich, Steven	Student Worker	Swimming - RIV	10/11/05	19-4
Kellet, Ashley	Student Worker	Fine & Performing Arts - RIV	10/03/05	19-4
Keukelaar, Norma	Student Worker	Tutorial Services - RIV	10/07/05	19-4
Kolster, Maera	Student Worker	Fine & Performing Arts - RIV	10/11/05	19-4
Kruse, Phillip	Student Worker	Fine & Performing Arts - RIV	10/03/05	19-4
Lewis, Terry	Student Worker	Information Systems & Tech - RIV	10/19/05	19-4
Ma, ZhiAn	Student Worker	Tutorial Services - RIV	10/11/05	19-4
Mandalas, Febby	Student Worker	Tutorial Services - NOR	10/28/05	19-4
Marie, Miss	Student Worker	Tutorial Services - RIV	10/07/05	19-4
Marquez, Michael	Student Worker	College Safety & Police - NOR	10/24/05	19-4
Mendez Rosales, Zoila	Student Worker	Early Childhood Studies - NOR	10/19/05	19-4

Nakamoto, Kiyoko	Student Worker	Tutorial Services - RIV	10/07/05	19-4
Newson, Robert	Student Worker	Tutorial Services - NOR	10/19/05	19-4

DISTRICT FUNDS - CONT'D

NAME	POSITION	DEPARTMENT	DATE	RANGE
O'Leary, Shannon	Student Worker	Student Co-Curricular - RIV	10/03/05	19-4
Owen, Cydney	Student Worker	Swimming - RIV	10/07/05	19-4
Pan Zhang, Isabel	Student Worker	Tutorial Services - RIV	10/28/05	19-4
Peirce, Jacob	Student Worker	Library - RIV	10/03/05	19-4
Pena, Wilfredo	Student Worker	Tutorial Services - RIV	10/24/05	19-4
Pfeifer, Danielle	Student Worker	Athletics - NOR	10/19/05	19-4
Pourshalimi, Daniel	Student Worker	Tutorial Services - RIV	10/24/05	19-4
Qu, Enci	Student Worker	Tutorial Services - RIV	10/11/05	19-4
Queen, Megan	Student Worker	Library - RIV	10/03/05	19-4
Reyes, Jeannie	Student Worker	Early Childhood Studies - NOR	10/07/05	19-4
Rodriguez Cruz, Rebeca	Student Worker	Fine & Performing Arts - RIV	10/11/05	19-4
Ruby, Andrea	Student Worker	Athletics - NOR	10/19/05	19-4
Saldana, Matthew	Student Worker	Tutorial Services - RIV	10/28/05	19-4
Sandoval, Danielle	Student Worker	Early Childhood Studies - RIV	10/07/05	19-4
Santis Rojas, Marilyn	Student Worker	Tutorial Services - RIV	10/11/05	19-4
Saulnier, William	Student Worker	Fine & Performing Arts - RIV	10/19/05	19-4
Schmidlkofer, Stephanie	Student Worker	Tutorial Services - RIV	10/19/05	19-4
Serrato, Nikki	Student Worker	Tutorial Services - RIV	10/07/05	19-4
Simmons, Melisa	Student Worker	Early Childhood Studies - NOR	10/28/05	19-4
Soroush, Shirin	Student Worker	Tutorial Services - RIV	10/11/05	19-4
Sullivan, Brent	Student Worker	Mathematics - RIV	10/24/05	19-4
Toliati, Mojdeh	Student Worker	Early Childhood Studies - RIV	10/11/05	19-4
Van Gorder, Dayna	Student Worker	Swimming - RIV	10/11/05	19-4
Vaughn, Katherine	Student Worker	Tutorial Services - NOR	10/07/05	19-4
Wadley, Christopher	Student Worker	Tutorial Services - RIV	10/11/05	19-4
Waldrop, Sirbrinna	Student Worker	Disabled Stdts Program & Svcs - RIV	10/07/05	19-4
Whiteford, Dawn	Student Worker	Early Childhood Studies - RIV	10/03/05	19-4
Wright, Adam	Student Worker	Tutorial Services - RIV	10/19/05	19-4
Yang, Yunting	Student Worker	Tutorial Services - RIV	10/03/05	19-4

CATEGORICAL

NAME	POSITION	DEPARTMENT	DATE	RANGE
Almasri, Tasneem	Student Worker	Mathematics - RIV	10/03/05	19-4
Alston, Lynora	Student Worker	UCR Museum of Photography - CS	10/27/05	19-4
Arauz, Daniella	Student Worker	Butterfield Elementary - CS	10/07/05	19-4

Ayala, Ruth	Student Worker	Nursing Education - RIV	10/27/05	19-4
Ayon, Osvaldo	Student Worker	Leading Edge Learning Ctr - AMR	09/14/05	19-4
Bailey, Rodney	Student Worker	Educational Talent Search - MOV	10/07/05	19-4
Barriga, Christopher	Student Worker	TRIO - NOR	10/17/05	19-4
Carter, Jennifer	Student Worker	Food Services - MOV	10/27/05	19-4

CATEGORICAL - CONT'D

NAME	POSITION	DEPARTMENT	DATE	RANGE
Chavez, Anahi	Student Worker	Eastside Cybrary Connection - LT	10/27/05	19-4
Chegge, Julie	Student Worker	Health Services - RIV	10/27/05	19-4
Cortez, Jasmin	Student Worker	Telecommunications - RIV	10/07/05	19-4
Coubry, Sanjay	Student Worker	Mathematics - RIV	10/14/05	19-4
Cross, heather	Student Worker	Food Services - RIV	10/03/05	19-4
Freeman, Donna	Student Worker	Midland Elementary - AMR	10/04/05	19-4
Green, Kendra	Student Worker	Assessment Center - MOV	10/07/05	19-4
Hernandez Plancarte, Carmen	Student Worker	Eastside Cybrary Connection - LT	10/03/05	19-4
Houston, Andre	Student Worker	Assessment Center - MOV	10/17/05	19-4
Jackson, Tiffany	Student Worker	Early Childhood Studies - AMR	10/07/05	19-4
Johnson, LaTasha	Student Worker	Tutorial Services - MOV	10/27/05	19-4
Kelly, Kala	Student Worker	Health Services - MOV	10/07/05	19-4
Kuhre, Ashley	Student Worker	Riverside Municipal Museum - CS	10/27/05	19-4
Kuria, Mark	Student Worker	AV Labs & Services - RIV	10/04/05	19-4
Landin, Daniel	Student Worker	Educational Talent Search - MOV	10/03/05	19-4
Lillard, Randy	Student Worker	Food Services - RIV	10/17/05	19-4
Loder, Sara	Student Worker	Disabled Stdts Program & Svcs - RIV	10/03/05	19-4
McDonald, Jennifer	Student Worker	Food Services - RIV	10/27/05	19-4
Morgan, Judith	Student Worker	Mathematics - RIV	10/27/05	19-4
Morier, James	Student Worker	Food Services - RIV	10/04/05	19-4
Nguyen, Bachyen	Student Worker	Eastside Cybrary Connection - LT	10/03/05	19-4
Oliver, Lara	Student Worker	Eastside Cybrary Connection - LT	10/07/05	19-4
Payne, Airica	Student Worker	Sunnymead Elementary - AMR	10/06/05	19-4
Pearce, Queen	Student Worker	Early Childhood Studies - AMR	10/17/05	19-4
Pereira, Nicole	Student Worker	Swimming - RIV	10/04/05	19-4
Pierce, Danielle	Student Worker	Swimming - RIV	10/17/05	19-4
Rector, Darryl	Student Worker	Athletics - RIV	10/06/05	19-4
Rivero, Javier	Student Worker	College Safety & Police - RIV	10/14/05	19-4
Rubio-Flores, Luz	Student Worker	Vista Heights Middle School - AMR	10/07/05	19-4
Shabazz, Jamilah	Student Worker	Health Services - RIV	10/14/05	19-4
Shidler, Eric	Student Worker	College Safety & Police - MOV	10/04/05	19-4
Stuard, Luke	Student Worker	Riverside Municipal Museum - CS	10/17/05	19-4
Tatum, Chrondaris	Student Worker	Athletics - RIV	10/07/05	19-4

Taylor, Jonee	Student Worker Library - RIV	10/04/05	19-4
Teran-Santos, Maria	Student Worker Student Activities - MOV	10/11/05	19-4
Thisssen, Paul	Student Worker Riverside Municipal Museum - CS	10/07/05	19-4
Thornton, Raekisha	Student Worker EOPS - NOR	10/04/05	19-4
Tumewu, Mita	Student Worker Bear Valley Elementary - AMR	10/18/05	19-4
Venson, Marquise	Student Worker Athletics - RIV	10/07/05	19-4
Wilson, Renata	Student Worker Vista Heights Middle School - AMR	10/18/05	19-4
Woodard, Jameelah	Student Worker Business Administration - RIV	10/12/05	19-4

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. IV-A-2

Date: November 15, 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 \$1,530,013.82 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 63442 - 65929) totaling \$4,277,612.71 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 \$1,530,013.82 and District Warrant Claims totaling \$4,277,612.71.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
10/01/05 thru 10/31/05

PO#	Fund	Department	Vendor	Description	Amount
P62977	11	Performance Riverside	University/Resident Theatre Assoc.	Other Services - Equity Actor Services	3,010.00
P62988	11	Equipment Maintenance	Amtech Elevator Services	Repairs - Parts	1,050.00
P63254	11	Interscholastic Athletics	Mac's Coin Laundry	Laundry and Cleaning	1,000.00
P63301	12	Grants Dept - Calworks Child Development	Barnes & Noble	Instructional Supplies	2,500.00
P63302	11	Performance Riverside	Swiss Cleaners	Laundry and Cleaning	3,000.00
P63312	11	Performance Riverside	Ralston, Teri	Professional Services	6,000.00
P63315	11	Course and Curriculum Development	Sharp Electronics Corp.	Equip Additional \$5000 >	6,085.22
P63316	11	Voice Communication Services	S. K. Telecon, Inc.	Repairs - Parts	3,300.00
P63321	11	Swimming Pool	W. W. Grainger, Inc.	Repair - Parts	1,000.00
P63325	12	CITD - Marketing Development	Astro (Asia) Network	Other Services - Event Support	1,000.00
P63332	11	Board of Trustees	American Express Co.	Other Travel Expenses	2,800.00
P63334	11	Administration & Finance - District	Property Condition Assessments, LLC	Professional Services	7,250.00
P63335	12	Parking	Fritts Ford	Equip Additional \$5000 >	19,500.00
P63336	11	Community & Economic Development	March Joint Powers Authority	Electricity	3,279.00
P63337	11	Community & Economic Development	March Joint Powers Authority	Rents and Leases	21,634.42
P63340	11	Communication Skills	McGraw Hill	Reference Books	1,118.98
P63342	12	CITD - Marketing Development	Astro (Asia) Network	Other Services - On Site Registration	1,000.00
P63347	11	Open Campus-Comm. Educ. Classes	D & D's Dance Center	Professional Services	10,000.00
P63350	12	Dean of Instruction - Riverside	Sehi Computer Products, Inc.	Comp Equip Additional \$200-\$4999	5,566.37
P63354	61	Risk Management	Sydow, Cyndia	Bodily Injury Expense	6,000.00
P63355	11	Course and Curriculum Development	Menellis Company, The	Conferences	3,990.00
P63356	11	Open Campus-Comm. Educ. Classes	Destination Science	Professional Services	11,290.00
P63358	11	Open Campus-Comm. Educ. Classes	Poloko, Ann	Professional Services	1,000.00
P63359	11	Open Campus-Comm. Educ. Classes	4 Paws Training	Professional Services	5,000.00
P63360	11	Open Campus-Comm. Educ. Classes	Halvorson, Deborah	Professional Services	2,000.00
P63362	41	Riv Campus - Parking Structure	Charter Communications	Other - CATV Realignment on Terracina	9,273.78
P63366	11	Administrative Support Center	U.S. Postmaster	Postage	40,000.00
P63368	11	Community Outreach	Reliable Office Solutions	Other Supplies	1,000.00
P63369	11	Community Outreach	National Pen Corporation	Other Supplies	1,700.00
P63372	11	Voice Communication Services	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,233.19
P63376	11	Grounds Maintenance and Repairs	A & L World Decor Art	Grounds/Garden Supplies	1,384.59
P63382	12	Parking	MTM Technologies, Inc.	Comp Equip Additional \$200-\$4999	2,472.81
P63386	12	Middle College High School-Year 2	Pearson Education	Instructional Supplies	1,576.66
P63394	11	Custodial Services	Unisource Worldwide, Inc.	Equip Additional \$200-\$4999	7,695.00
P63396	11	Library	Cled Company, The	Instr Media Material	1,575.00
P63398	11	Library	H.W. Wilson Company	Instr Media Material	3,431.00
P63399	11	Library	Proquest Information and Learning	Instr Media Material	5,700.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
10/01/05 thru 10/31/05

PO#	Fund	Department	Vendor	Description	Amount
P63400	11	Utilities	Agua Mansa	Waste Disposal	15,000.00
P63401	11	Printing and Lithography	Ages	Computer Software Maint/License	9,679.18
P63410	11	Printing and Lithography	Ages	Instructional Supplies	3,232.50
P63415	11	Building Maintenance	Victor Concrete	Repairs - Parts	1,000.00
P63417	11	Open Campus-Comm. Educ. Classes	Education To Go	Professional Services	10,000.00
P63418	12	Dean of Education - Center For Primary	Alvord Unified School District	Other Services - Faculty Substitute	1,200.00
P63420	11	Course and Curriculum Development	MWB Business Systems	Repairs - Parts	1,200.00
P63421	12	CIID - Marketing Development Cooper	Williamson, Jeffrey	Rents and Leases	2,027.24
P63422	11	Admissions & Records	Lawrence Metal Products, Inc.	Other Supplies	1,047.71
P63423	11	Administrative Support Center	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	4,127.90
P63424	11	IS Network Systems	Technology Integration Group	Comp Equip Replacement \$200-\$4999	5,850.83
P63425	11	Voice Communication Services	S. K. Telecom, Inc.	Equip Additional \$200-\$4999	13,668.09
P63431	11	Library	Facts On File	Instr Media Material	1,013.00
P63432	11	Library	H.W. Wilson Company	Instr Media Material	5,821.00
P63442	11	Performance Riverside	Cook, Jeffrey T.	Other Services - Scene Design for "Forum"	2,250.00
P63447	11	IS Network Systems	West Coast Technology	Comp Equip Additional \$5000 >	33,640.59
P63449	11	Performance Riverside	Dynasty Suites Hotel	Other Travel Expenses	2,000.00
P63450	11	Performance Riverside	Laguna Playhouse, The	Rents and Leases	3,000.00
P63451	12	Library - VTEA Title I-C	Hoovers, Inc.	Instr Media Material	4,390.00
P63452	12	Library - VTEA Title I-C	Community College League of	Instr Media Material	4,740.00
P63453	12	Library - VTEA Title I-C	Gale Group Inc.	Instr Media Material	16,259.25
P63457	11	Personnel Management	J.N. Coulas & Associates	Other Supplies	4,926.87
P63459	11	Administrative Support Center	G/M Business Interiors	Equip Replacement \$200-\$4999	4,260.53
P63466	11	Public Affairs & Institutional Advancement	Kyocera Mita America, Inc.	Copying and Printing	1,291.50
P63473	12	Library - Instructional Equipment	Alexandria Street Press, LLC	Books/New and Expanded Library	1,200.00
P63474	12	Library - Instructional Equipment	Thomson West	Books/New and Expanded Library	1,440.00
P63477	11	Counseling & Guidance	CPP, Inc.	Tests	2,051.62
P63482	11	Physical Education	American Red Cross	Other - CPR Cert Fees	1,136.00
P63485	12	Open Campus - TTIP Library	Community College League of Ca	Instr Media Material	3,889.00
P63487	12	Open Campus - TTIP Library	Community College League of Ca	Instr Media Material	4,237.00
P63488	11	Open Campus-Comm. Educ. Classes	California Mind Institute	Professional Services	5,000.00
P63489	11	Open Campus-Comm. Educ. Classes	Hollywood Film Institute	Professional Services	3,000.00
P63490	11	Open Campus-Comm. Educ. Classes	Law Office of Michael G. Gouveia	Professional Services	1,000.00
P63491	11	Open Campus-Comm. Educ. Classes	First Time Systems	Professional Services	1,000.00
P63492	11	Open Campus-Comm. Educ. Classes	Burgraff, Roger	Professional Services	1,000.00
P63493	11	Open Campus-Comm. Educ. Classes	Christensen, Bobbie	Professional Services	1,000.00
P63495	11	Open Campus-Comm. Educ. Classes	Youngerman, Stephen	Professional Services	10,000.00
P63498	11	Open Campus-Comm. Educ. Classes	Terry S Rowen, Inc.	Professional Services	5,000.00
P63505	11	Voice Communication Services	CDW-G	Comp Equip Additional \$200-\$4999	6,819.64
P63506	12	Open Campus - TTIP Library	H.W. Wilson Company	Instr Media Material	2,498.50

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
10/01/05 thru 10/31/05

PO#	Fund	Department	Vendor	Description	Amount
P63507	12	Open Campus - TTIP Library	Newsbank	Instr Media Material	4,500.00
P63508	12	Open Campus - TTIP Library	Columbia University Press	Instr Media Material	1,245.00
P63510	12	Open Campus - TTIP Library	Community College League of Ca	Instr Media Material	18,005.00
P63511	11	IS Network Systems	Intense School, Inc.	Conferences	3,145.00
P63515	11	Astronomy	Spitz, Inc.	Repairs - Parts	7,000.00
P63516	11	Licensed Vocational Nursing	Sehi Computer Products, Inc.	Instructional Supplies	1,551.60
P63517	11	Dean of Instruction - Riverside	Office Depot	Equip Additional \$200-\$4999	9,337.31
P63520	11	Grounds Maintenance and Repairs	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	6,193.48
P63522	11	Physical Facilities Planning	KCT Consultants, Inc.	Consultants	3,000.00
P63524	11	Swimming Pool	Riverside Patio 'N Pool	Repair Parts	1,000.00
P63526	11	Affirmative Action	Jobelephant.Com Inc.	Advertising	1,000.00
P63535	12	Grants Department - Foster and Kinship	Stephan, Victoria	Lecturers	3,300.00
P63536	11	Affirmative Action	UC Regents	Advertising	2,300.00
P63537	12	Health Care & Other Facilities	Siemens Building Technologies, Inc.	Remodel Projects	1,226.32
P63542	12	Dean of Education - Planning	Tinto, Vincent	Consultants	7,000.00
P63545	11	Community & Economic Development	Romain Landscaping & Maintenance	Other Services - Landscaping Services MEC	4,200.00
P63546	11	Building Maintenance - Landis Lobby / Art Gallery	Clark Security Products	Remodel Projects	6,044.00
P63547	11	Building Maintenance - Landis Lobby / Art Gallery	Fineline Interiors Inc.	Remodel Projects	2,380.00
P63548	11	Building Maintenance - Landis Lobby / Art Gallery	Commercial Door Company, Inc.	Remodel Projects	4,667.00
P63549	11	IS Network Systems	MTM Technologies, Inc.	Consultants	5,250.00
P63554	12	Instructional Support- VTEA State	Doubletree Hotel	Other Services - Student Learning Outcomes Workshop	2,500.00
P63555	11	Affirmative Action	Higheredjobs.Com	Advertising	3,979.50
P63556	11	Course and Curriculum Development	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	2,151.77
P63557	41	IS Network System-District Network	Impex Technologies	Comp Equip Additional \$5000 >	84,616.07
P63558	11	Course and Curriculum Development	CDW-G	Comp Equip Replacement \$200-\$4999	1,002.06
P63559	12	Provost - Moreno Valley - Title V M	West Coast Technology	Comp Equip Additional \$200-\$4999	8,587.25
P63560	11	Media	Ambassador Books and Media	Instr Media Material	2,000.00
P63561	12	Library - Instructional Equipment	Amazon.Com Credit	Books/New and Expanded Library	1,000.00
P63563	11	Engineering, General	Thomas Paton & Associates	Computer Software Maint/License	19,283.38
P63569	33	Child Development Centers	Stater Bros. Markets	Other Supplies	2,800.00
P63574	11	Building Maintenance - Landis Lobby / Art Gallery	Wood Works, The	Remodel Projects	7,300.00
P63579	11	Provost - Norco	Clarke & Associates	Consultants	2,500.00
P63587	12	Counseling & Guidance - Matriculation	Dithomas, Deborah	Conferences	1,415.27
P63596	11	Automotive Collision Repair	Mesa Body Shop Supplies	Instructional Supplies	1,000.00
P63601	11	Building Maintenance - Landis Lobby / Art Gallery	Alpine Millworks Manufacturing Inc.	Remodel Projects	4,170.00
P63602	11	Building Maintenance - Landis Lobby / Art Gallery	Contract Carpet	Remodel Projects	18,235.00
P63603	41	Norco Campus - Bridge Project	JD Lock & Key	Remodel Projects	1,798.53
P63604	11	Cosmetology and Barbering	Marianna, Inc. - West	Comp Equip Additional \$200-\$4999	2,057.47
P63607	11	Admissions & Records	Perfect Form Business Services	Copying and Printing	2,094.55
P63608	11	Building Maintenance - Norco - Sports Flooring	All Sports Flooring	Remodel Projects	24,151.00

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 10/01/05 thru 10/31/05

PO#	Fund	Department	Vendor	Description	Amount
P63610	11	IS Network Systems	Unitek It Education	Conferences	2,195.00
P63612	32	Food Services	State Board of Equalization	Sales Tax	2,339.00
P63618	11	IS Network Systems	Vigilar, Inc	Conferences	3,495.10
P63622	11	Catalogues & Schedules	U.S. Postal Service	Postage	29,750.00
P63628	12	Health Services	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	4,625.70
P63629	11	Affirmative Action	Mendio Publishing Service	Advertising	1,495.00
P63636	12	Financial Aid Administration - BFAP	Home Run Software Services, Inc.	Other Services - Software Support	2,546.26
P63638	11	IS Network Systems	CDW-G	Software <\$200	6,237.34
P63645	12	CITD - Grant	Williamson, Jeffrey	Conferences	2,202.16
P63647	11	Exploratory Capital Projects	Noresco	Professional Services-Facilities Audit	14,750.00
P63648	11	School of The Arts	Artists' Collective, The	Professional Services	5,000.00
P63649	11	Voice Communication Services	NEC Unified Solutions, Inc.	Conferences	1,375.00
P63658	41	Riv Campus - Relocatable Swing Space	ABCO Commercial Plumbing	Remodel Projects	9,937.00
P63659	11	Building Maintenance - Landis Lobby / Art Gallery	Allen Display	Remodel Projects	4,865.02
P63660	11	Building Maintenance - Landis Lobby - New Carpet	Contract Carpet	Remodel Projects	6,392.00
P63673	12	Grants Department - Title V - Riverside	Jurupa Unified School District	Other Services - Hispanic Image Award Dinner	2,000.00
P63675	11	Course and Curriculum Development	Sony	Comp Equip Replacement \$200-\$4999	2,863.70
P63681	11	Open Campus-Comm. Educ. Classes	Sony	Comp Equip Replacement \$200-\$4999	2,512.69
P63683	11	Open Campus-Comm. Educ. Classes	Education To Go	Professional Services	4,215.00
P63684	11	Open Campus-Comm. Educ. Classes	Riverside Unified School District	Rents and Leases	1,500.00
P63686	12	Grants Department - Title V - Riverside	Alvord Unified School District	Other Services - Articulation Project	1,000.00
P63694	12	Grants Department - Title V - Riverside	Riverside Unified School District	Other Services - Articulation Project	3,000.00
P63700	12	Grants Department - Independent Living	Wright, Michael	Other Supplies	1,000.00
P63704	11	Campus Security	Crimestar Corporation	Computer Software Maint/License	2,256.75
P63712	11	Automotive Technology	Mateo Tools	Instructional Supplies	1,020.59
P63713	11	Automotive Collision Repair	Mateo Tools	Instructional Supplies	1,512.67
P63717	11	Board of Trustees	Medina, Jose	Other Travel Expenses	1,280.10
P63719	12	Instructional Support- VTEA State	Smith, Carmen	Conferences	1,522.00
P63722	12	Dean of Education - Planning	Mission Inn	Other Supplies	1,043.73
P63725	12	Dean of Education - FIPSE	Wright, Dr. Katherine	Other Travel Expenses	1,300.00
P63726	11	Faculty Senate	Academic Senate of California	Conferences	1,475.00
P63734	11	Administrative Support Center	United States Postal Service	Postage	5,000.00
P63735	11	Administrative Support Center	United States Postal Service	Postage	5,000.00
P63736	12	CITD - Marketing Development Cooper	Chosun Ilbo, The	Advertising	1,710.00
P63760	11	Model United Nations	Schinke, Ward	Conferences	9,695.40
P63765	12	Nursing, R.N.-VTEA Title I-C	La Cava, Wilma K.	Conferences	1,184.19
P63769	41	Riv Campus - Relocatable Swing Space	Advanced Electrical Contracting Inc	Fixtures & Fixed Equipment	1,178.00
P63772	12	English - Instructional Equipment	3 Day Blinds	Fixtures & Fixed Equipment	13,693.07
P63775	11	Administrative Support Center	American Business Systems	Other Supplies	2,000.00
P63779	11	Staff Development - Academic	Gage, George W.	Conferences	1,398.55

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 10/01/05 thru 10/31/05

PO#	Fund	Department	Vendor	Description	Amount
P63780	12	Instructional Support- VTEA State L	Camak, Shelagh	Conferences	1,376.40
P63782	11	Automotive Technology - General Motors	Kennedy, Stephen	Conferences	1,298.50
P63783	11	Chancellor's Office	Rotella, Salvatore G.	Conferences	1,250.00
P63786	11	Music - Wind Ensemble	Mayse, Kevin	Other Travel Expenses	28,400.00
P63787	11	Dramatic Arts - Summer Theater Cons	Janssen, Scott	Professional Services	2,000.00
P63789	11	Dramatic Arts - Summer Theater Cons	Loa, Anthony R.	Professional Services	1,500.00
P63793	11	Provost - Moreno Valley - Title V M	Clarke & Associates	Consultants	33,222.99
P63794	12	Contracts / Customized Training - Pac Odd	Etiwanda Gardens	Other Services - Veterans Summit	5,227.00
P63795	11	Performance Riverside	Woodman, Branch	Professional Services	5,000.00
P63796	11	Performance Riverside	Yankee, Al	Professional Services	1,600.00
P63797	11	Admissions & Records	Card Integrators	Copying and Printing	3,206.10
P63801	11	Student Support Services	Czibal, John	Other Services - Basketball Statistics	1,100.00
P63806	12	Grants Department - Independent Living	Amsterdam Printing and Litho	Other Supplies	1,111.62
P63807	11	IS Administration Systems	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	1,946.42
P63811	11	Performance Riverside	V & S Video Productions	Filming	2,170.00
P63812	12	CITD - Statewide Leadership Grant	Williamson, Jeffrey	Conferences	2,309.63
P63813	41	Child Develop Centers - Norco Equipment	Defoe Furniture	Equip Additional \$200-\$4999	5,356.53
P63814	11	Student Personnel Administration	Reliable Office Solutions	Equip Additional \$5000 >	7,330.00
P63818	11	Admissions & Records	Adair Office Furniture	Other Supplies	1,596.42
P63824	41	Riverside Campus - Nursing / Science	KCT Consultants, Inc.	Engineering	41,000.00
P63825	41	Riverside Campus - Nursing / Science	GKK Works	Architect's Fees	34,500.00
P63826	41	Riverside Campus - Nursing / Science	John R. Byerly, Inc.	Testing	11,900.00
P63830	41	Riv Campus - Parking Structure	City of Riverside	Other - Water Division fees	40,609.00
P63831	11	Foundation	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	3,557.91
P63834	11	Public Affairs & Institutional Advancement	Synergistic Mailing Services	Advertising	1,158.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
10/01/05 thru 10/31/05

PO#	Fund	Department	Vendor	Description	Amount
P57251	41	Riv Campus - P.E. Complex, Phase I	KCT Consultants, Inc.	Engineering	5,600.00
P57251	41	Riv Campus - Parking Structure	KCT Consultants, Inc.	Engineering	20,490.00
P57251	41	Riv Campus - Relocatable Swing Space	KCT Consultants, Inc.	Engineering	5,000.00
P60909	41	Riv Campus - P.E. Complex, Phase I	John R. Byerly, Inc.	Testing	3,256.00
P61025	32	Food Services	American Paper & Plastics	Paper Products	6,000.00
P61027	32	Food Services	Interstate Brands Corp.	Food	3,000.00
P61028	32	Food Services	Joseph Webb Foods	Cleaning Supplies	20,000.00
P61029	32	Food Services	Ling's	Food	3,000.00
P61030	32	Food Services	Pepsi-Cola	Paper Products	40,000.00
P61031	32	Food Services	Select Produce, Inc.	Food	5,000.00
P61032	32	Food Services	Syeco Corp.	Kitchen Expendables	25,000.00
P61047	11	Production Printing	Enovation Graphic Systems	Repairs - Parts	10,900.00
P61097	11	Logistical Services	Advanced Copy Systems	Repairs - Parts	5,000.00
P61103	11	Production Printing	Binder Products	Purchase/Cost of Goods Sold	1,000.00
P61104	11	Production Printing	Unisource Worldwide, Inc.	Purchase/Cost of Goods Sold	10,000.00
P61108	11	Production Printing	Dynamic Bindery, Inc.	Purchase/Cost of Goods Sold	10,000.00
P61226	11	Equipment Maintenance	Thyssenkrupp Elevator	Repairs - Parts	1,200.00
P61258	11	Fiscal Operations	Office Depot	Other Supplies	1,230.00
P61404	11	Auditorium	Home Depot	Theatre Supplies	2,500.00
P61430	11	Admissions & Records	Reliable Office Solutions	Other Supplies	1,000.00
P61435	11	Performance Riverside	Riverside Community College	Other Supplies	2,000.00
P61524	11	Physical Education	American Red Cross	Other Services - CPR Cert Fees	1,352.00
P61527	11	Physical Education	Center For Healthcare Ed., Inc	Other Services - CPR Cert Fees	1,014.00
P61557	11	Custodial Services	Waxie Sanitary Supply	Repairs - Parts	10,000.00
P61611	41	RSA / RCC Systems Offices - Bridge	S. K. Telecom, Inc.	Fixtures & Fixed Equipment	1,630.00
P61631	11	Emergency Medical Services	Firstline, LLC	Instructional Supplies	1,000.00
P61638	11	Dean of Instruction - Norco	Office Depot	Other Supplies	2,800.00
P61651	11	Campus Security	Dooley Enterprises, Inc.	Other Supplies	1,000.00
P61684	11	Information Technology, General	Reliable Office Solutions	Instructional Supplies	1,000.00
P61747	11	Course and Curriculum Development	Corporate Express	Equip Additional \$200-\$4999	1,563.24
P61750	11	Course and Curriculum Development	Office Depot	Equip Replacement \$200-\$4999	1,000.00
P61921	11	Intercollegiate Athletics	Enterprise Rent-A-Car	Transportation Contracts	5,000.00
P61939	11	Music - Symphony Strings	Shattering Music	Instructional Supplies	2,000.00

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

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 10/01/05 thru 10/31/05

PO#	Fund	Department	Vendor	Description	Amount
P62000	11	Automotive Collision Repair	Finish Masters	Instructional Supplies	1,500.00
P62151	11	Performance Riverside	NPI Production Services, Inc.	Other Services - Actor Equity Services	60,000.00
P62193	32	Food Services	California Deli Distributors, Inc.	Food	10,000.00
P62200	32	Food Services	Super Snak Club	Food	5,000.00
P62315	11	District Legal Services	Thompson & Colgate LLP	Consultants	10,000.00
				Subtotal (Pages 1-5)	1,101,593.07
				Subtotal (Pages 6-7)	<u>297,035.24</u>
				Purchase Orders \$1,000 and Over	1,398,628.31
				Purchase Orders under \$1,000	<u>131,385.51</u>
				Grand Total	1,530,013.82

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-3

Date: November 15, 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: November 15, 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 purchase equipment.		
From: Chancellor	Admin Contingency Acct	\$ 6,820
To: Information Services	Equipment	\$ 6,820
2. Transfer to provide for additional staffing needs.		
From: Affirmative Action	Consultants	\$ 7,423
To: Affirmative Action	Classified Hourly Employee Benefits	\$ 7,200 223
3. Transfer to purchase equipment.		
From: Institutional Effectiveness	Supplies	\$ 300
To: Institutional Effectiveness	Equipment	\$ 300
4. Transfer to provide for weekly life skills workshops. (Fund 12, Resource 1190)		
From: Emancipation Services Grant	Other Services	\$ 5,000
To: Emancipation Services Grant	Academic PT Non-Instr Employee Benefits	\$ 4,500 500

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: November 15, 2005

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
5. Transfer to reallocate the Independent Living Program budget. (Fund 12, Resource 1190)		
From: Independent Living Grant	Supplies	\$ 2,217
	Lecturers	690
	Conferences	1,000
To: Independent Living Grant	Classified FT Admin	\$ 3,102
	Employee Benefits	805
6. Transfer to provide for faculty furniture in the Lovekin Complex, development of the Norco Talent Search proposal, and an energy survey audit for the Riverside Campus.		
From: Salary Savings	Instr Salaries, Reg. FT	\$ 9,338
	Academic FT Non-Instr	2,500
	Classified FT	14,750
To: Dean of Instruction, Riverside	Equipment	\$ 9,338
Provost, Norco	Consultants	2,500
Facilities, Riverside	Professional Services	14,750
7. Transfer to provide for expenses related to the Veteran's Summit Event. (Fund 12, Resource 1190)		
From: Procurement Assist Center Grant	Classified Perm PT	\$ 1,100
To: Procurement Assist Center Grant	Conferences	\$ 1,100
8. Transfer to provide for indirect charges. (Fund 12, Resource 1190)		
From: CITD	Equipment	\$ 1,750
To: CITD	Indirect Charges	\$ 1,750

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: November 15, 2005

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
9. Transfer to purchase equipment.		
From: Vice Chancellor, Student Services	Admin Contingency Acct	\$ 5,630
To: Vice Chancellor, Student Services	Equipment	\$ 5,630
10. Transfer to reallocate the Board Financial Assistance Program-Student Financial Aid Administration Augmentation Program budget. (Fund 12, Resource 1190)		
From: BFAP-SFAA	Classified FT	\$ 43,000
To: BFAP-SFAA	Copying and Printing	\$ 2,000
	Mileage	570
	Conferences	3,000
	Advertising	35,930
	Equipment	1,500
11. Transfer to provide for copy machine lease/purchase payments. (Fund 32, Resource 3200)		
From: Food Services	Paper Products	\$ 161
To: Food Services	Equipment Replacement	\$ 161
12. Transfer to purchase office furniture.		
From: President, Riverside	Supplies	\$ 3,081
To: President, Riverside	Equipment	\$ 3,081

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: November 15, 2005

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
13. Transfer to purchase equipment and an alarm in room AD126.		
From: English, Speech and Comm	Instructional Supplies	\$ 1,659
To: English, Speech and Comm	Equipment	\$ 690
	Fixtures and Fixed Equip	969
14. Transfer to provide for a Planetarium equipment maintenance agreement.		
From: Physical Science	Instructional Supplies	\$ 200
To: Physical Science	Repairs	\$ 200
15. Transfer to purchase equipment. (Fund 33, Resource 3300)		
From: Early Childhood Studies, Riverside	Supplies	\$ 474
To: Early Childhood Studies, Riverside	Equipment	\$ 474
16. Transfer to purchase equipment.		
From: Cosmetology	Instructional Supplies	\$ 2,102
	Supplies	215
To: Cosmetology	Equipment	\$ 2,317
17. Transfer to purchase equipment.		
From: Athletics	Laundry and Cleaning	\$ 290
To: Athletics	Laundry and Cleaning	\$ 290

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: November 15, 2005

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
18. Transfer to provide for scenery rental for the "Little Shop of Horrors" production.		
From: Arts, Humanities and World Lang.	Theatre Supplies	\$ 1,300
To: Arts, Humanities and World Lang.	Rents and Leases	\$ 1,300
19. Transfer to purchase replacement equipment and provide for student help in physical education classes.		
From: Physical and Life Sciences	Instructional Supplies	\$ 500
	Other Services	1,350
To: Physical and Life Sciences	Equipment Replacement	\$ 500
	Student Help – Non-Instr	1,350
20. Transfer to purchase supplies. (Fund 41, Resource 4100)		
From: ECS Equipment Project, Norco	Equipment	\$ 1,150
To: ECS Equipment Project, Norco	Supplies	\$ 1,150
21. Transfer to provide for support staff for the Moreno Valley Campus Facilities Office.		
From: Provost, Moreno Valley	Admin Contingency Acct	\$ 8,000
To: Provost, Moreno Valley	Classified Hourly	\$ 8,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: November 15, 2005

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
22. Transfer to reallocate the Planning to Improve Access and Retention Program budget. (Fund 12, Resource 1190)		
From: School of Education	Mileage	\$ 729
	Academic Special Project	383
To: School of Education	Supplies	\$ 1,112
23. Transfer to reallocate the Instructional Equipment and Materials Program budget. (Fund 12, Resource 1190)		
From: Nursing	Instructional Supplies	\$ 407
Dean of Instruction, MV	Equipment	8,450
To: Nursing	Equipment	\$ 407
Math, Science and Info Systems	Comp Software Maint/Lic	8,450
24. Transfer to reallocate the Foster and Kinship Care Education Program budget. (Fund 12, Resource 1190)		
From: Workforce Prep	Academic PT Non-Instr	\$ 1,125
	Classified FT Admin	6,000
To: Workforce Prep	Supplies	\$ 1,875
	Lecturers	4,000
	Rents and Leases	150
	Advertising	1,100
25. Transfer to purchase equipment.		
From: Admissions and Records	Supplies	\$ 4,501
To: Admissions and Records	Equipment	\$ 4,501

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: November 15, 2005

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
26. Transfer to purchase equipment.		
From: Finance	Supplies	\$ 1,430
To: Accounting Services	Equipment	\$ 1,430

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: November 15, 1005

Subject: Resolution to Amend Budget – Resolution No. 8-05/06
Child Care Access Means Parents in School (CCAMPIS) Program

Background: The Riverside Community College District, Riverside City Campus, has been awarded funding for the Child Care Access Means Parents in School (CCAMPIS) Program in the amount of \$108,988 from the U. S. Department of Education. The funds will be used to provide child care fee assistance for up to fifteen Riverside City Campus student parents who are Pell Grant recipients. CCAMPIS participants will be required to successfully progress on their academic educational plans to continue receiving assistance. The objective of CCAMPIS is to increase the number of student parents who complete certificates, A.S. degrees, and /or transfer to a university.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$108,988 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

Prepared by: Debbie Whitaker-Meneses
Associate Dean, Early Childhood Education

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 8-05/06

Child Care Access Means Parents in School (CCAMPIS) Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$108,988 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 15, 2005.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
INCOME & EXPENDITURES - BUDGET AMENDMENT
Resolution No. 8-05/06
Child Care Access Means Parents in School (CCAMPIS) Program

Year	County	District	Date	Fund
06	33	07	11/15/2005	12

FUND	SCHOOL	RESOURCE	PY	GOAL	FUNC	OBJECT	AMOUNT	Object Code Description
12	0	119	0	0	0229	8190	108,988 00	REVENUE
12	DUA	1190	0	6920	0229	1490	5,000 00	EXPENDITURES
12	DUA	1190	0	6920	0229	2139	18,720 00	
12	DUA	1190	0	6920	0229	3130	1,150 00	
12	DUA	1190	0	6920	0229	4230	100 00	
12	DUA	1190	0	6920	0229	4555	2,000 00	
12	DUA	1190	0	6920	0229	4590	4,500 00	
12	DUA	1190	0	6920	0229	5045	500 00	
12	DUA	1190	0	6920	0229	5220	2,200 00	
12	DUA	1190	0	6920	0229	5890	48,156 00	
12	DUA	1190	0	6920	0229	6120	22,470 00	
12	DUA	1190	0	6920	0229	5910	4,192 00	
							108,988 00	TOTAL INCOME
							108,988 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: November 15, 2005

Subject: Resolution to Amend Budget – Resolution No. 9-05/06
2005-06 Extended Opportunity Program & Services (EOPS) and Cooperative
Agencies Resources for Education (CARE)

Background: The Riverside Community College District has received additional funding for the 2005-2006 Extended Opportunity Program & Services (EOPS) and Cooperative Agencies Resources for Education (CARE) in the amount of \$91,935 (\$79,153 EOPS; \$12,782 CARE) from the California Community Colleges Chancellor's Office. The funds will be used to provide salaries, supplies, student financial grants, book grants, and other services.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$91,935 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

Prepared by: Michael S. Carrillo
Director EOPS/CARE

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 9-05/06

**2005-06 Extended Opportunity Program & Services (EOPS)
and Cooperative Agencies Resources for Education (CARE)**

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$91,935 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 15, 2005.

Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
INCOME & EXPENDITURES - BUDGET AMENDMENT
Resolution No. 9-05/06
2005-2006 Extended Opportunity Program & Services (EOPS)
and Cooperative Agencies Resources for Education (CARE)**

Year	County	District	Date	Fund
06	33	07	11/15/2005	12

FUND	SCHOOL	RESOURCE	PY	GOAL	FUNC	OBJECT	AMOUNT		Object Code Description
12	000	1190	0	0000	060	8622	79,153	00	REVENUE
12	000	1190	0	0000	060	8629	12,782	00	
									EXPENDITURES
12	AZF	1190	0	64341	060	1439	54,857	00	Acad. PT Non Instructional
12	AZF	1190	0	64341	060	3130	6,300	00	Employee Benefits
12		1190	0	64341	060	2119	3,628	00	CL Sal Full Time
12		1190	0	64341	060	4590	13,676	00	Supplies
12		1190	0	64341	060	5890	692	00	Other Services
12		1190	0	64342	060	4590	3,074	00	Supplies
12		1190	0	64342	060	5219	301	00	Other Travel Expenses
12		1190	0	64342	060	7520	6,034	00	Student Financial Grants
12		1190	0	64342	060	7640	3,254	00	Book Services
12	∨	1190	0	64342	060	7660	119	00	Transportation/Bus Passes
							91,935	00	TOTAL INCOME
							91,935	00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-b-3

Date: November 15, 2005

Subject: Resolution to Amend Budget – Resolution No. 10-05/06
2005-2006 Matriculation Program

Background: The Riverside Community College District has received additional funding for the 2005-2006 Matriculation Program in the amount of \$180,049 from the California Community Colleges Chancellor's Office. The funds will be used to provide "seed money" for Student Equity activities on each campus; purchase equipment; purchase additional on-line placement tests; renew a software license; and salaries, including hourly support.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$180,049 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

Prepared by: Debbie DiThomas
Associate Vice Chancellor
Student Services and Operations

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 10-05/06

2005-2006 Matriculation Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$180,049 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 15, 2005.

Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 10-05/06
 2005-2006 Matriculation Program**

Year	County	District	Date	Fund
06	33	07	11/15/2005	12

FUND	SCHOOL	RESOURCE	PY	GOAL	FUNC	OBJECT	AMOUNT	Object Code Description
12	000	1190	0	0000	0080	8659	180,049 00	REVENUE
								EXPENDITURES
12	AZT	1190	0	6201	0080	2119	55,090 00	CI Sal Full Time
12	AZT	1190	0	6201	0080	3000	28,683 00	Benefits
12	AZT	1190	0	6201	0080	4360	16,330 00	Tests
12	AZT	1190	0	6201	0080	6483	1,800 00	Equip Replacement \$200-\$4900
12	AZT	1190	0	6217	0080	2119	199 00	CI Sal Full Time
12	AZT	1190	0	6301	0080	1218	20 00	Acad Reg FT Admin
12	AZT	1190	0	6301	0080	2139	6,000 00	CI Sal Hourly as Needed
12	AZT	1190	0	6301	0080	3220	187 00	Benefits
12	AZT	1190	0	6301	0080	6481	1,540 00	Equip Additional \$200-\$4999
12	AZT	1190	0	6301	0080	6482	13,453 00	Equip Additional \$5000>
12	AZT	1190	0	6301	0080	6483	2,000 00	Equip Replacement \$200-\$4900
12	AZT	1190	0	6619	0080	1218	24 00	Acad Reg FT Admin
12	DZT	1190	0	6217	0080	2119	202 00	CI Sal Full Time
12	DZT	1190	0	6217	0080	2139	3,000 00	CI Sal Hourly as Needed
12	DZT	1190	0	6217	0080	3220	94 00	Benefits
12	DZT	1190	0	6301	0080	2119	641 00	CI Sal Full Time
12	DZT	1190	0	6301	0080	2139	1,500 00	C Sal Hourly as Needed
12	DZT	1190	0	6301	0080	3200	47 00	Benefits
12	DZT	1190	0	6301	0080	4590	1,500 00	Other Supplies
12	DZT	1190	0	6301	0080	5650	1,500 00	Transportation Contracts
12	DZT	1190	0	6301	0080	5649	10,232 00	Computer Software Maint/Lic
12	EZT	1190	0	6217	0080	2139	3,000 00	CI Sal Hourly as Needed
12	EZT	1190	0	6217	0080	3220	94 00	Benefits
12	EZT	1190	0	6301	0080	2139	1,418 00	CI Sal Hourly as Needed
12	EZT	1190	0	6301	0080	2349	82 00	CI Sal Overtime
12	EZT	1190	0	6301	0080	3320	45 00	Benefits
12	EZT	1190	0	6301	0080	4590	1,500 00	Other Supplies
12	EZT	1190	0	6301	0080	5650	1,500 00	Transportation Contracts
12	EZT	1190	0	6301	0080	5649	10,232 00	Computer Software Maint/Lic
12	FZT	1190	0	6217	0080	2139	3,000 00	CI Sal Hourly as Needed
12	FZT	1190	0	6217	0080	3320	94 00	Benefits
12	FZT	1190	0	6301	0080	2119	264 00	CI Sal Full Time
12	FZT	1190	0	6301	0080	2139	1,469 00	CI Sal Hourly as Needed
12	FZT	1190	0	6301	0080	2349	31 00	CI Sal Overtime
12	FZT	1190	0	6301	0080	3320	46 00	Benefits
12	FZT	1190	0	6301	0080	4590	1,500 00	Other Supplies
12	FZT	1190	0	6301	0080	5650	1,500 00	Transportation Contracts
12	FZT	1190	0	6301	0090	5649	10,232 00	Computer Software/Main/Lic
							180,049 00	TOTAL INCOME
							180,049 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-c

Date: November 15, 2005

Subject: Contingency Budget Adjustments

Background: The 2005-06 adopted budget represents our best estimate of anticipated expenditures necessary to address the educational needs of students pursuant to the District's mission, goals and objectives. New initiatives and projects and unanticipated needs may be identified subsequent to budget adoption, requiring that additional funds be established in the budget. The additional funds can be provided by transferring budget from available contingency balances. The following contingency budget adjustments have been requested:

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
1.	Transfer to provide for planning services related to the PE Phase II (Wheelock Gym / Stadium) Project. (Fund 41, Resource 4160)		
From:	GO Bond Capital Project	Contingency	\$ 194,546
To:	Facilities, Riverside	PE Phase II Project	\$ 194,546
2.	Transfer to provide for project management and labor compliance services related to the A. G. Paul Quadrangle Modernization Project. (Fund 41, Resource 4160)		
From:	GO Bond Capital Project	Contingency	\$ 102,093
To:	Facilities, Riverside	Quad Modernization	\$ 102,093
3.	Transfer to provide for agreements relative to the Riverside City College Nursing / Sciences Building. (Fund 41, Resource 4160)		
From:	GO Bond Capital Project	Contingency	\$ 87,400
To:	Facilities, Riverside	Nursing / Sciences Building	\$ 87,400

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

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No. IV-A-5-a

Date: November 15, 2005

Subject: Award of Bid –Real Time Captioning Services

Background: At the meeting of October 18, 2005, the Board of Trustees approved a bid award for real time captioning services to E-Z Captioning (a copy of the report is attached).

An incorrect amount of \$33.00 an hour was reported on the Board Report for October 18, 2005. The correct amount of the bid award for the low bidder, E-Z Captioning is \$37.00 an hour.

Recommended Action: It is recommended that the Board of Trustees award the bid for Real Time Captioning Services to E-Z Captioning for the corrected amount of \$37.00 per hour 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
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
ADMINISTRATION AND FINANCE

Report No. IV-A-5-b

Date: November15, 2005

Subject: Purchase Using “PiggyBack” Award of Bid from Glendale Unified School District for Apple Computers

Background: The staff proposes that we use the Glendale Unified School District contract to purchase thirty two (32) PowerMac Apple computers. These computers would allow students to develop the use of experimental techniques and simulations in the field of business education to improve learning. The computers would be purchased by the Business and Information Systems department at the Moreno Valley Campus for a total cost of \$101,585.90.

The Glendale Unified School District Board of Education, at a meeting on December 2, 2003, awarded a bid for purchases as needed for Apple Computer Corporation. The Glendale bid may be used by school and community college districts throughout California by virtue of its “piggyback” clause (Public Contract Code 20118, 20652) which has been extended through December 2006. The pricing structure for this bid is based on the current government and educational price list for Apple Computer Corporation products which is published several times each year.

Funding would come from the Title V grant, Fund 12, budgeted in Resource 1190.

Recommended Action: It is recommended that the Board of Trustees approve using the Award of Bid from Glendale Unified School District for a total cost of \$101,585.90 to purchase thirty two (32) PowerMac Apple computers for the Business and Computer Information Systems department at the Moreno Valley Campus.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

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For details on the Apple Education Individual Purchase Program, customers may visit our web site at <<http://www.apple.com/education>> or call 1-800-780-5009 (Specific eligibility rules apply). All pricing includes 5 day ground shipping. Local sales tax applies to all orders.

Education Solutions

Digital Media Solutions for All Levels of Expertise

Apple's Digital Media Authoring solutions make it easier than ever to create exciting digital projects. Each solution includes a digital still and video camera, an iLife in the classroom book, and a one-year subscription to Apple Professional Development Online. Additional software, camera accessories, and training materials are included with some of the solutions. You can select one of the following recommended solutions or build your own custom solution. If you already have a Mac, make sure to also purchase iLife '05. If you plan to purchase a computer with your solution, it will come with iLife '05.

For more information, to create a custom solution, and to create a proposal, visit:
www.apple.com/education/digitalmedia

Digital Media Authoring Solutions and their RECOMMENDED CONFIGURATIONS include:

Getting Started with Digital Media Authoring

A perfect companion to iLife, this solution provides everything students need to create digital projects on a Mac, as well as training and other resources to make it easy to get started.

(1) 4MP Digital Still Camera; (1) Digital Video Camera; (1) SD Memory Card; (1) iLife in the Classroom Book; (1) Apple Professional Development Online—Single-User Subscription

Intermediate Digital Media Authoring

This solution adds higher-quality cameras and Final Cut Express HD, providing the power and flexibility of an advanced editing tool at an affordable price.

(1) Final Cut Express HD; (1) 5MP Digital Still Camera; (1) Digital Video Camera; (1) SD Memory Card; (1) iLife in the Classroom Book; (1) Apple Professional Development Online—Single-User Subscription

Advanced Digital Media Authoring

This solution provides you with the same cameras and software that professionals use, including Final Cut Studio for advanced graphics, video, audio, and DVD authoring, expert cameras, training, and other helpful resources.

(1) Final Cut Studio Academic; (1) 8MP Digital Still Camera; (1) Digital Video Camera; (1) Final Cut Pro Training Book; (1) DVD Studio Pro Training Book; (1) Motion Training Book; (1) iLife in the Classroom Book; (1) Apple Professional Development Online—Single-User Subscription

Documentary Resource Kit

The Documentary Resource Kit provides materials to make it easy for you to create professional-looking documentaries with your students. Written by expert teachers, these resources provide useful tips and techniques, and walk you through the process of creating classroom documentaries.

For information on Apple's Classroom Documentary Filmmaking solutions, please visit www.apple.com/education/documentary.

M9620LL/A	Documentary Resource Kit	29.00
	(1) Creating a Documentary with iMovie DVD by the National History Day Organization; (1) Stories Worth Telling: A Guide to Creating Student-Led Documentaries; (1) Documentary Resource CD	

iBook™ G4

The new iBook G4 notebooks are equipped with a PowerPC G4 processor, 512MB of DDR memory, 12.1" TFT or 14.1" TFT display and either a DVD-ROM/CD-RW Combo drive or DVD±RW/CD-RW SuperDrive. iBook includes two USB 2.0 ports, a FireWire 400 port, VGA video out, 16-bit CD-quality stereo output and two built in stereo speakers. Built-in communications include 10/100 Base-T Ethernet, 56K modem with v.92 support, built-in 802.11g AirPort Extreme wireless networking and Bluetooth 2.0 + EDR for wirelessly connecting peripherals like the Apple wireless keyboard and mouse. Bundled software includes: Mac OS X, Dashboard, Mail, iChat AV, Safari, Address Book, QuickTime, iLife (includes iTunes, iPhoto, iMovie HD, iDVD, & GarageBand), iCal, AppleWorks, Classic environment, Quicken 2005 for Macintosh, 2005 World Book Multimedia Reference Suite, Marble BlastGold, Nanosaur 2, Apple Hardware Test, and more. For more information, please refer to product data sheets or the iBook web site (<http://www.Apple.com/iBook>).

M9846LL/A	iBook (12.1" TFT/1.33GHz G4/512K L2 Cache/512MB/40GB/DVD-ROM/CD-RW Combo drive/VGA-out/Enet/56K/APX/BT)	949.00
M9848LL/A	iBook (14.1" TFT/1.42GHz G4/512K L2 Cache/512MB/60GB/DVD±RW/CD-RW SuperDrive/VGA-out/Enet/56K/APX/BT)	1199.00

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Apple iMac G5™

iMac G5 features a high quality 17" or 20" widescreen flat panel display in a sleek, space-saving design. All models feature a fast 1.8GHz or 2.0GHz G5 processor, ATI Radeon 9600 graphics card with 128MB memory, 10/100/1000 Gigabit Ethernet, AirPort Extreme, Bluetooth, Built-in stereo speakers, FireWire 400, USB 2.0, and an Apple Keyboard and Apple Mouse. Preloaded software includes Mac OS X "Tiger," iLife '05, Quicken 2005 for Mac, World Book 2005, and more. For detailed information, please refer to product data sheets or the iMac website (<http://www.apple.com/imac>).

The following models include a PowerPC G5 processor and a 17" widescreen or a 20" widescreen active matrix LCD flat panel display.

M9843LL/A	iMac G5 (17"LCD/1.8GHz/512MB/160GB/Combo/ATI Radeon 9600-128MB/56K/AP/BT)	1199.00
M9844LL/A	iMac G5 (17"LCD/2.0GHz/512MB/160GB/SuperDrive/ATI Radeon 9600-128MB/56K/AP/BT)	1399.00
M9845LL/A	iMac G5 (20"LCD/2.0GHz/512MB/250GB/SuperDrive/ATI Radeon 9600-128MB/56K/AP/BT)	1699.00

Apple eMac™

eMac features a 1.25GHz or 1.42GHz PowerPC G4 processor, 17" Flat CRT display, ATI Radeon 9200 graphics with 32MB memory or ATI Radeon 9600 graphics card with 64MB memory, built in stereo speakers, and either a CD-ROM, Combo drive, or SuperDrive in an all-in-one design. All models include FireWire 400, USB 2.0, Ethernet, and an AirPort Extreme card slot, along with an Apple Keyboard and Apple Mouse. Preloaded software includes Mac OS X "Tiger," iLife '05, Quicken 2005 for Mac, World Book 2005, and more. For more detailed information, please refer to product data sheets or the eMac website (<http://www.apple.com/emac>).

M9834LL/A	eMac (17"CRT/1.42GHzG4/256MB/80GB/Combo/ATI Radeon 9600/56K)	749.00
M9835LL/A	eMac (17"CRT/1.42GHzG4/512MB/160GB/SuperDrive/ATI Radeon 9600/56K)	899.00

Apple Mac mini

The most affordable Mac ever. Mac mini features a 1.25GHz or 1.42GHz PowerPC G4 processor, up to 1GB RAM, a slot-loading optical drive, and ATI Radeon 9200 graphics. All models include DVI or VGA out, FireWire 400, USB 2.0, and 10/100 Ethernet. iLife '05, Quicken 2005 for Mac, Nanosaur 2, MarbleBlast Gold, and more are included. For more detailed information, please refer to product data sheets or the Mac mini web site (<http://www.apple.com/macmini>). Display, keyboard, and mouse are sold separately.

M9686LL/B	Mac mini (1.25GHzG4/512MB/40GB/Combo/56K)	479.00
M9687LL/B	Mac mini (1.42GHzG4/512MB/80GB/Combo/AirPort/Bluetooth)	579.00
M9971LL/B	Mac mini (1.42GHzG4/512MB/80GB/SuperDrive/AirPort/Bluetooth)	679.00

Apple 12-inch PowerBook G4®

PowerBook 12.1-inch models are equipped with a PowerPC G4 processor, 12.1" TFT display with 1024x768 resolution, and either a Combo drive (DVD-ROM/CD-RW) for burning CDs or a SuperDrive (DVD-R/CD-RW) for burning CDs and DVDs. The PowerBook also includes two USB 2.0 ports, a FireWire 400 port, DVI output port that supports DVI, ADC, VGA, S-video, and composite video, an audio line in port, headphone out port, two built in stereo speakers with a mid-range enhancing third speaker, and an internal microphone. Built-in communications include 10/100 Base-T Ethernet, 56K modem with v.92 support, built-in wireless antennas and internal AirPort Extreme card for wireless networking capability and built-in Bluetooth module. For more information, please refer to product data sheets or the PowerBook web site (<http://www.apple.com/powerbook>). Bundled software includes: Mac OS X, Mail, iChat AV, Safari, Sherlock, Address Book, QuickTime, iLife (includes iTunes, iPhoto, iMovie, Garage Band and iDVD), iSync, iCal, DVD Player, Classic environment, Microsoft Office v. X Test Drive, EarthLink TotalAccess 2003 (includes 30 days of free service), Zinio Reader, Art Directors Toolkit X, FileMaker Pro Trial, GraphicConverter, OmniGraffle, OmniOutliner, QuickBooks for Mac New User Edition, Developer Tools, Apple Hardware Test.

M9690LL/A	PowerBook G4 (12.1" TFT/1.5GHz/512K L2/512MB/60GB-5400rpm/DVD-ROM/CD-RW Combo drive/Enet/56K/AirPort Extreme/Bluetooth)	1399.00
M9691LL/A	PowerBook G4 (12.1" TFT/1.5GHz/512K L2/512MB/80GB-5400rpm/DVD±RW/CD-RW SuperDrive/Enet/56K/AirPort Extreme/Bluetooth)	1499.00

Apple 15-inch PowerBook G4®

The 15-inch PowerBook models are equipped with a PowerPC G4 processor, 15.2" TFT display with 1280-by-854 resolution, 5400-rpm hard drives, and either a Combo drive (DVD-ROM/CD-RW) for burning CDs or a SuperDrive (DVD±RW/CD-RW) for burning CDs and DVDs. The PowerBook also includes two USB 2.0 ports, FireWire 400 and FireWire 800 ports, DVI video out (DVI to VGA adapter included), S-video out (S-video to composite adapter included), audio line in port, headphone out port, two built in stereo speakers with a mid-range enhancing third speaker, an internal microphone and PC Card slot. Built-in communications include Bluetooth 2.0 + EDR, 10/100/1000 Base-T Ethernet (Gigabit), 56K modem with v.92 support, and built-in wireless antennas and AirPort Extreme Card for wireless networking capability. All models come standard with the ATI Mobility Radeon 9700 graphics processor and 64MB of graphics memory; 128MB of graphics memory with dual-link DVI functionality is optional on the 1.67GHz model. Standard on all models is the Sudden Motion Sensor (SMS) for help with hard drive protection and a backlit keyboard with ambient light sensors. For more information, please refer to product data sheets or the PowerBook web site (<http://www.apple.com/powerbook>). Bundled software includes: Mac OS X, Mail, iChat AV, Safari, Sherlock, Address Book, QuickTime, iLife '05 (includes iTunes, iPhoto, iMovie, iDVD, and GarageBand), iSync, iCal, DVD Player, Classic environment, EarthLink TotalAccess (includes 30 days of free dial-up Internet service), Zinio Reader, Art Directors Toolkit, FileMaker Pro Trial, GraphicConverter, OmniGraffle, OmniOutliner, QuickBooks New User Edition, Developer Tools, Apple Hardware Test.

M9676LL/A	PowerBook G4 (15.2" TFT/1.5GHz/512MB/80GB/DVD-ROM/CD-RW Combo drive/Gig Enet/56K/Bluetooth/AirPort Extreme/Backlit Keyboard)	1799.00
M9677LL/A	PowerBook G4 (15.2" TFT/1.67GHz/512MB/80GB/DVD±RW/CD-RW SuperDrive/Gig Enet/56K/Bluetooth/AirPort Extreme/Backlit Keyboard)	2099.00

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Apple 17-inch PowerBook G4®

The 17-inch PowerBook is equipped with a PowerPC G4 processor, 17" TFT widescreen display with 1440-by-900 resolution, a 5400-rpm hard drive and a SuperDrive (DVD±RW/CD-RW) for burning CDs and DVDs. The PowerBook also includes two USB 2.0 ports, FireWire 400 and FireWire 800 ports, DVI video out (DVI to VGA adapter included), S-video out, combined audio line in/optical digital audio input port, combined headphone/optical digital audio output port, two built in stereo speakers, internal microphone and PC Card slot. Built-in communications include Bluetooth 2.0 + EDR, 10/100/1000 Base-T Ethernet (Gigabit), 56K modem with v.92 support, built-in wireless antennas and AirPort Extreme Card for wireless networking capability. Standard on every system is the ATI Mobility Radeon 9700 graphics processor with 128MB of graphics memory and dual link DVI functionality, the Sudden Motion Sensor (SMS) for help with hard drive protection and a backlit keyboard with ambient light sensors. For more information, please refer to product data sheets or the PowerBook web site (<http://www.apple.com/powerbook>). Bundled software includes: Mac OS X, Mail, iChat AV, Safari, Sherlock, Address Book, QuickTime, iLife (includes iTunes, iPhoto, iMovie, iDVD, and GarageBand), iSync, iCal, DVD Player, Classic environment, EarthLink TotalAccess (includes 30 days of free dial-up Internet service), Zinio Reader, Art Directors Toolkit X, FileMaker Pro Trial, GraphicConverter, OmniGraffle, OmniOutliner, QuickBooks New User Edition, Developer Tools, Apple Hardware Test.

M9689LL/A	PowerBook G4 (17" TFT/1.67GHz/512MB/100GB/DVD±RW/CD-RW SuperDrive/Gig Enet/56K/Bluetooth/AirPort Extreme/Backlit Keyboard)	2399.00
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Apple Power Mac™ G5

The new Power Mac G5 product line features dual 2.7 GHz, dual 2.3 GHz, and dual 2.0 GHz, PowerPC G5 processors. Dual processor configurations feature dual independent frontside buses running at 1.35 GHz, 1.15 GHz, and 1.0 GHz respectively. All systems come standard with 512MB of RAM and feature a 400 MHz, 128-bit DDR memory interface that uses PC3200 DDR SDRAM. The dual 2.7 GHz and dual 2.3 GHz models have 8 DIMM slots for memory expansion up to 8 GB, and the dual 2.0 GHz model has 4 DIMM slots for up to 4 GB of memory expansion. The dual 2.7 GHz and dual 2.3 GHz configurations feature 3 open PCI-X slots (one 133 MHz, 64-bit slot and two 100 MHz, 64-bit slots) for 2 GB per second of PCI bandwidth. The dual 2.0 GHz configuration features 3 open PCI slots (all 64-bit, 33 MHz). All Power Mac G5 systems feature an AGP 8x Pro graphics slot. The dual 2.7 GHz model comes standard with the ATI Radeon 9650 graphics card with 256MB of DDR SDRAM and built-in support for one 30-inch Apple Cinema HD Display. The dual 2.3 GHz and dual 2.0 GHz configurations come standard with the ATI Radeon 9600 graphics card with 128MB of DDR SDRAM. Power Mac G5 systems come standard with a 16x double-layer capable SuperDrive for both DVD and CD media authoring and data archiving, and feature two 3.5-inch hard drive bays (1 occupied) utilizing fast Serial ATA for up to 800 Gigabytes of internal mass storage. All models feature one FireWire 800 port, two FireWire 400 ports (one on front), 3 USB 2.0 ports (one on front), 2 USB 1.1 ports on the keyboard, a front headphone jack, optical digital audio input and output ports, and analog audio line-in and line-out ports. All models include Apple Keyboard, Apple Mouse, USB keyboard extension cable, a DVI to VGA adapter, AirPort antenna, Mac OS X version 10.4 "Tiger", Dashboard, Mail, Safari, iChat AV, Address Book, QuickTime, iLife (includes iTunes, iPhoto, iMovie, iDVD, and GarageBand), iCal, DVD player, Classic environment, Art Directors Toolkit X, GraphicConverter, Microsoft Office 2004 for Mac Test Drive, OmniGraffle, OmniOutliner, QuickBooks New User Edition, Zinio Reader, Xcode Developer Tools, and other bundled Mac OS X software.

M9747LL/A	Power Mac G5 (Dual 2.0 GHz G5/ 512MB PC3200 DDR SDRAM (4GB Max)/ 160GB/ 16x SuperDrive (DVD+R DL/DVD±R/CD-RW)/ R9600 (128MB)/ PCI/ GigE)	1799.00
M9748LL/A	Power Mac G5 (Dual 2.3 GHz G5/ 512MB PC3200 DDR SDRAM (8GB Max)/ 250GB/ 16x SuperDrive (DVD+R DL/DVD±R/CD-RW)/ R9600 (128MB)/ PCI-X/ GigE)	2299.00
M9749LL/A	Power Mac G5 (Dual 2.7 GHz G5/ 512MB PC3200 DDR SDRAM (8GB Max)/ 250GB/ 16x SuperDrive (DVD+R DL/DVD±R/CD-RW)/ R9650 (256MB)/ PCI-X/ GigE)	2699.00

Apple iPod™

iPod

iPod features a 20 or 60GB hard drive which hold thousands of songs and photos, includes a rechargeable battery for up to 15 hours of playback and 5 hours of slideshows with music, headphone jack, 2-inch backlit Color LCD and a touch-sensitive Click Wheel with integrated buttons. A USB 2.0 cable and AC Adapter, and a CD with iTunes for Mac OS X and Windows are also included. iPod supports any Mac with FireWire or USB 2.0 and Mac OS X 10.2.8 or 10.3.4 or later, or any PC with built-in FireWire or USB 2.0 port or a FireWire or USB 2.0 card and Windows XP Home or Professional with Service Pack 2 or later or 2000 with Service Pack 4 or later. iPhoto 4.0.3 or later recommended for the Mac. Adobe Photoshop Album 2.0 and Elements 3.0 or later recommended for Windows.

MA079LL/A	iPod 20GB	269.00
M9830LL/A	iPod 60GB	369.00

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iPod nano

iPod nano is available in white or black and includes 2GB or 4GB of storage, a dock connector, an 14-hour rechargeable battery, headphone jack, 1.5-inch color display and a touch-sensitive Click Wheel. Also standard are a dock connector-to-USB 2.0 cable, earbud-style headphones, dock adapter, and CD with iTunes for Mac OS X and Windows. iPod nano supports any Mac with built-in USB and Mac OS X 10.3.4 or later, or any PC with a built-in USB port or a USB card and Windows XP Home or Professional (SP2) or Windows 2000 (SP4).

MA004LL/A	iPod nano 2GB white	179.00
MA005LL/A	iPod nano 4GB white	229.00
MA099LL/A	iPod nano 2GB black	179.00
MA107LL/A	iPod nano 4GB black	229.00

iPod shuffle

iPod shuffle includes 512MB or 1GB of flash memory, a 12-hour rechargeable battery, integrated USB connector and comes in a tiny package that weighs less than an ounce and is just .33 inch thin. Included in the package are earbud headphones, a lanyard and a CD with iTunes for Mac and Windows. iPod shuffle supports any Mac or PC with built-in USB (may require an extender cable) and Mac OS X v.10.2.8 or 10.3.4 or later or Windows 2000 (SP4) or Windows XP Home or Professional (SP2) and iTunes 4.7.1 or later.

M9724LL/A	iPod shuffle 512MB	99.00
M9725LL/A	iPod shuffle 1GB	119.00

iPod U2 Special Edition

iPod U2 Special Edition features a 20GB hard drive which hold thousands of songs and photos, includes a rechargeable battery for up to 15 hours of playback and 5 hours of slideshows with music, headphone jack, 2-inch backlit Color LCD and a touch-sensitive Click Wheel with integrated buttons. A USB 2.0 cable and AC Adapter, and a CD with iTunes for Mac OS X and Windows are also included. iPod supports any Mac with FireWire or USB 2.0 and Mac OS X 10.2.8 or 10.3.4 or later, or any PC with built-in FireWire or USB 2.0 port or a FireWire or USB 2.0 card and Windows XP Home or Professional with Service Pack 2 or later or 2000 with Service Pack 4 or later. iPhoto 4.0.3 or later recommended for the Mac. Adobe Photoshop Album 2.0 and Elements 3.0 or later recommended for Windows.

MA127LL/A	iPod U2 Special Edition 20GB Black with Red Click Wheel (with color display)	309.00
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iPod mini

iPod mini comes in a range of colors and includes a 4GB or 6GB hard drive, a dock connector, an 18-hour rechargeable battery, headphone jack, 1.67-inch backlit LCD and a touch-sensitive Click Wheel. Also standard are a dock connector-to-USB 2.0 cable, earbud-style headphones, belt clip, and CD with iTunes for Mac OS X and Windows. iPod mini supports any Mac with built-in USB 2.0 or FireWire (FireWire cable sold separately) and Mac OS X 10.2.8 or 10.3.4 or later, or any PC with a built-in USB 2.0 or FireWire port or a USB 2.0 or FireWire card (FireWire cable sold separately) and Windows XP Home or Professional (SP2) or Windows 2000 (SP4).

M9800LL/A	iPod mini 4GB silver	179.00
M9802LL/A	iPod mini 4GB blue	179.00
M9804LL/A	iPod mini 4GB pink	179.00
M9806LL/A	iPod mini 4GB green	179.00
M9801LL/A	iPod mini 6GB silver	229.00
M9803LL/A	iPod mini 6GB blue	229.00
M9805LL/A	iPod mini 6GB pink	229.00
M9807LL/A	iPod mini 6GB green	229.00

iPod™ Accessories

M9765G/A	Apple iPod AV Cable Compatible with iPod with color display. This cable is made specifically for iPod with color display (other AV cables are not compatible with iPod with color display).	17.10
M9467G/A	Apple iPod mini Dock Compatible with iPod mini.	35.00
M9688G/A	Apple iPod Dock Connector to FireWire & USB 2.0 cable Compatible with iPod models with dock connector.	17.10
M9603G/A	Apple iPod Carrying Case with Belt Clip For use with iPod with Click Wheel (20GB) and iPod with color display (20/30GB).	26.00
M9602G/A	Apple iPod Dock (Click Wheel models) Compatible with iPod with Click Wheel (20/40GB).	35.00
M9339LL/C	Apple iPod Stereo Connection Kit with Monster Cable Compatible with all iPod models with dock connector except iPod with color display.	71.00

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M8636G/C	Apple iPod FireWire Power Adapter <i>Compatible with iPod models with dock connector.</i>	26.00
M9127G/A	Apple iPod Dock Connector to FireWire cable <i>Compatible with iPod models with dock connector.</i>	17.10
M9128G/A	Apple iPod Remote & Earphones <i>Compatible with all iPod models except iPod shuffle.</i>	35.00
M9129G/A	Apple iPod Carrying Case with Belt Clip <i>(Compatible with iPod with Dock connector and 40GB iPod with Click Wheel)</i>	26.00
M9394G/A	Apple iPod In-Ear Headphones <i>Compatible with all iPod models.</i>	35.00
M9647G/A	Apple iPod Belt Clip (20GB) <i>For use with iPod with Click Wheel (20GB).</i>	17.10
M9648G/A	Apple iPod Belt Clip (40GB) <i>For use with iPod with Click Wheel (40GB).</i>	17.10
M9720G/A	Apple iPod Socks <i>For use with all iPod models except iPod shuffle.</i>	26.00
M9837LL/A	Apple iPod USB Power Adapter <i>Cable.</i>	26.00
M9757G/A	Apple iPod shuffle Dock <i>Compatible with iPod shuffle</i>	26.00
M9758G/A	Apple iPod shuffle Sport Case <i>For use with iPod shuffle.</i>	26.00
M9759G/A	Apple iPod shuffle External Battery Pack <i>Compatible with iPod shuffle.</i>	26.00
M9568G/A	Apple iPod mini Lanyard <i>Compatible with iPod mini</i>	17.10
M9868G/A	Apple iPod with color display Dock <i>Compatible with iPod with color display.</i>	35.00
M9940G/A	Apple iPod Carrying Case with Belt Clip <i>For use with iPod with color display (40/60GB).</i>	26.00
M9838G/A	Apple iPod mini Armband - Gray <i>For use with iPod mini.</i>	26.00
M9981G/A	Apple iPod shuffle Armband - Gray <i>Compatible with iPod shuffle</i>	26.00
M9861G/A	Apple iPod Camera Connector <i>Compatible with iPod with color display. Requires iPod software v1.1. See www.apple.com/support/ipod/photos for supported cameras.</i>	26.00
M9942G/A	Apple iPod shuffle Lanyard and Caps <i>For use with iPod shuffle.</i>	17.10
M9569G/A	iPod Doc Connector to USB 2.0 Cable <i>Compatible with iPod models with dock connector. Supports either USB 1.1 or 2.0.</i>	17.10

iPod nano accessories

MA093G/A	iPod nano Lanyard Headphones	35.00
MA094G/A	iPod nano Armband - grey	26.00
MA183G/A	iPod nano Armband - blue	26.00
MA184G/A	iPod nano Armband - pink	26.00
MA185G/A	iPod nano Armband - green	26.00
MA186G/A	iPod nano Armband - red	26.00
MA072G/A	iPod nano Dock	26.00
MA241G/A	iPod nano Tubes	26.00

Apple Education Individual Purchase Program Price List

September 20, 2005

Accessories

Macintosh Displays & Video Accessories

M9177LL/A	Apple Cinema Display™ (20" Flat Panel) Requires Power Mac G4 or G5 with NVIDIA or ATI RADEON 7500 or better graphics cards or PowerBook G4 with DVI port. Mac OS X 10.2.8 or later	699.00
M9178LL/A	Apple Cinema HD Display (23" Flat Panel) Requires Power Mac G4 or G5 with NVIDIA or ATI RADEON 7500 or better graphics cards or PowerBook G4 with DVI port. Mac OS X 10.2.8 or later	1299.00
M9179LL/A	Apple Cinema HD Display (30" Flat Panel) Requires Power Mac G5 with NVIDIA GeForce 6800 Ultra	2699.00
M9761G/A	Nvidia GeForce 6800 GT DDL Video Card	449.00
M8754G/A	Extra DVI-I to VGA Display Adapter Requires DVI-equipped PowerBook G4 or Power Mac G4 to an external VGA monitor or projector for 24-bit video-mirroring or dual display.	17.10
M8661LL/B	DVI-I to ADC Display Adapter Requires DVI-equipped PowerBook G4, Power Mac G4 or Power Mac G5 to an ADC-based Apple Flat Panel Display. For use with new 12-inch, 15-inch, or 17-inch PowerBooks (introduced in September 2003).	89.00
M9109G/A	Video Adapter (compatible with iBook equipped with VGA port, eMac, iMac, or 12-inch PowerBook)	17.10
M9267G/A	DVI to Video Adapter	17.10
M9319G/A	Mini DVI to Video Adapter	17.10
M9320G/A	Mini DVI to VGA Adapter	17.10
M9321G/A	Mini DVI to DVI Adapter	17.10
M8639G/A	Apple VGA Display Adapter (compatible with iBook equipped with VGA port, eMac, iMac, or 12-inch PowerBook)	17.10
M9649G/A	Cinema Display VESA Mount Adapter For use with 20-inch Cinema and 23-inch and 30-inch Cinema HD (anodized aluminium only) Compatible with VESA FDMI (MIS-D, 100, C) compliant mounting solutions	26.00

Wireless Connectivity

M8799LL/A	AirPort Extreme Base Station (with 56K Modem and External Antenna Connector) 54 Mbps wireless access point with 56K v.90 modem(1), 2 Ethernet ports, AOL support(2), a built-in firewall, a USB port for USB printer sharing(3), and an external antenna port. There are two Apple certified third party external antennas available. The following software is included: AirPort Setup Assistant and AirPort Admin Utility and is compatible with Mac OS X 10.2.7 or later. Supports Windows 2000 and Windows XP computers. Also includes a wall mount bracket, AC power adapter and telephone cord. AirPort Extreme is compatible with all versions of AirPort products(4). NOTE: Wireless Internet access requires AirPort Card, AirPort Base Station, and Internet access (fees may apply). Some ISPs are not currently compatible with AirPort. (1)Actual modems speeds lower (2)AOL support in US only (3)Wireless Printing to a USB printer attached to the base station requires Mac OS X 10.2.7 or later (4)Speeds higher than 11 Mbps are achievable with an AirPort Extreme enabled computer and an AirPort Extreme Base Station	179.00
M9397LL/A	AirPort Extreme Base Station (with Power over Ethernet and UL 2043) 54Mbps wireless access point, 2 Ethernet ports, Power over Ethernet (IEEE 802.3af), UL 2043 for use in air-handling spaces, USB port for USB printer sharing, external antenna port, wall mount bracket and power supply. The following software is included: AirPort Management Utility, AirPort Client Monitor, and AirPort Admin Utility for Mac OS X 10.3 or later. AirPort Extreme is compatible with all versions of AirPort products.	224.00
M9470LL/A	AirPort Express Base Station 54Mbps wireless access point, 1 Ethernet port to connect to a DSL or cable modem or local Ethernet network, one USB port to share a printer wirelessly, and one 3.5 mm audio jack that supports both analog and digital optical sound. With AirPort Express it is possible to playiTunes music over a wireless network to a stereo or powered speakers using AirTunes. AirPort Express supports both Mac and PC. AirPort Express has a built-in power supply and uses the standard Apple duck heads to plug into a power source. The following software is included: AirPort Express Assistant and AirPort Admin Util. Minimum system requirements to run the software: Mac OS X 10.3 or later, Windows XP, and Windows 2000 Minimum requirements to access the wireless network are: an AirPort or AirPort-Extreme enabled Macintosh or 802.11b or 802.11g wireless PC. Product ships with an AirPort Express and power adapter for local use.	119.00
M9573LL/A	AirPort Express Stereo Connection Kit with Monster cables Includes AirPort Express power extension cable with local power adapter (1.87 m), mini stereo to dual RCA Monster cable (2 m), and mini optical digital to digital Toslink Monster cable (2 m)	35.00
M8881LL/A	AirPort Extreme Card Compatible with AirPort Extreme Base Station. The AirPort Extreme Card is also fully compatible with all versions of AirPort. It is possible to join any AirPort or any Wi-Fi certified 802.11b wireless network	69.00
M9479LL/A	AirPort Extreme Power Supply An AirPortExtreme Base Station Power Supply for use with the products: AirPort Extreme Base Station without a 56k modem (M8930LL/A), AirPort Extreme Base Station with a 56k modem (M8799LL/A), and AirPort Extreme Base Station with Power over Ethernet and UL 2043 (M9397LL/A , M9468LL/A)	18.00

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September 20, 2005

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iSight

iSight is an autofocus personal video conferencing camera with an integrated microphone. Included in the package are four stands to enable optimal camera placement, a 1.8 meter FireWire cable and a carrying case. iSight supports any Mac with a PowerPC G3 600Mhz processor or greater, any PowerPC G4 or PowerPC G5 processor and OS X v.10.2.5 or later. Video conferencing requires iChat AV software (available separately) and a broadband Internet connection (128Kbps transfer speeds or faster).

M8817LL/C	iSight	129.00
M9314G/B	iSight Accessory Kit	26.00
	The kit includes four multipurpose mounts: a magnetic mount for new anodized aluminum displays, a flat-panel display and flat-panel iMac mount, eMac and desktop mount, PowerBook and iBook mount, along with three FireWire cable adapters and one FireWire 6-6 pin, 1.8m cable.	

iBook Accessories

M9337G/A	Rechargeable Battery – 12-inch iBook (50 watt/hr) (Requires 12-inch iBook with two USB ports. Battery cover is opaque white.)	116.00
M9338G/A	Rechargeable Battery – 14-inch iBook (61 watt/hr) (Requires 14-inch iBook with two USB ports. Battery cover is opaque white.)	116.00
M8943LL/A	Apple Portable Power Adapter - 65W (for iBook & PowerBook) (compatible with Titanium or Aluminium PowerBook G4 and dual-USB iBook with 500MHz G3 processor or higher)	71.00
M8434G/A	Apple AV Cable (compatible only with iBooks containing an A/V port)	17.10

PowerBook Accessories

M9572G/A	PowerBook G4 12-inch Rechargeable Battery (compatible with all PowerBook G4 12.1" models)	116.00
M9756G/A	PowerBook G4 15-inch Rechargeable Battery (compatible with all 15-inch Aluminum PowerBook G4 models)	116.00
M9326G/A	PowerBook G4 17-inch Rechargeable Battery (compatible with all 17-inch PowerBook G4 models)	116.00
M8943LL/A	Apple Portable Power Adapter - 65W (compatible with all PowerBook G4 models or dual-USB iBook with 500MHz G3 processor or higher) (compatible only with iBooks containing an A/V port)	71.00

iMac Accessories

M9755G/A	iMac G5 VESA Mount Adapter Kit Allows your iMac G5 to be used with VESA compliant mounting solutions such as wall mounts and articulating arms.	26.00
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eMac Accessories

M8784G/A	eMac Tilt & Swivel Stand	44.00
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Miscellaneous Accessories

M8754G/A	Extra DVI-I to VGA Display Adapter Compatible only with PowerBook G4 or PowerMac containing DVI graphics ports	17.10
M8706G/A	Apple Thin FireWire Cable (4 to 6 pin - 1.8m)	26.00
M8707G/A	Apple Thin FireWire Cable (6 to 6 pin - 1.8m)	17.10
M8708G/A	Apple Thin FireWire Cable (6 to 6 pin - .5m)	12.60
M9034LL/A	Apple Keyboard	26.00
MA086LL/A	Mighty Mouse (Stand alone kit)	44.00
M9035G/A	Apple Mouse Note: Requires Mac OS 9.2 or Mac OS X, v10.1 or higher.	26.00
M9269Z/A	Apple Wireless Mouse Requires a Bluetooth enabled Macintosh (either built-in or using the qualified D-Link DBT-120 USB Bluetooth Adapter (older D-Link DWB-120M adapters are not supported), Mac OS X, v10.2.6 or higher required and existing keyboard and mouse for setup.	53.00
M9270LL/A	Apple Wireless Keyboard Requires a Bluetooth enabled Macintosh (either built-in or using the qualified D-Link DBT-120 USB Bluetooth Adapter (older D-Link DWB-120M adapters are not supported), Mac OS X, v10.2.6 or higher required and existing keyboard and mouse for setup.	53.00
M9472G/A	Apple 8x DVD-R Media Kit (5 Pack)	11.70
M9710G/A	Apple 8x DVD-R Media Kit (25 Pack)	31.00
M8794G/B	World Travel Adapter Kit The World Travel Adapter Kit is designed to work with, and require, the white portable power adapter that ships with iPod, iBook, or PowerBook G4.	35.00
M9274G/C	Apple Fibre Channel PCI-X Cards	449.00

Apple Education Individual Purchase Program Price List

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Software

Apple Software

Apple software products are available through the Apple Store for Education.

Please visit: www.apple.com/education/store

AppleCare® Products

AppleCare Protection Plan

The AppleCare Protection Plan extends your Mac's 90 days of complimentary support and one-year warranty to up to three years of world-class support. The Plan includes expert telephone assistance, onsite repairs for desktop computers, global repair coverage for portables and Mac mini, web-based support resources and powerful diagnostic tools (TechTool Deluxe from Micromat). The AppleCare Protection Plan Terms and Conditions are available on Apple's website. United States: www.apple.com/support/proplan.html

AppleCare Protection - Enrollment Kits

Buy the appropriate Enrollment Kit for each computer to be covered by the AppleCare Protection Plan. Each Kit includes an AppleCare Protection Plan CD, a Quick Reference Guide, the plan's Terms and Conditions, and instructions for enrolling the computer for coverage. Coverage is not activated until after you enroll.

Coverage for an Apple display is provided for Mac mini, Power Mac, and PowerBook customers provided the computer and the display were purchased at the same time and covered under the same plan. Please be sure to provide the serial numbers of both. Please note that to be eligible, the computer must be under its original one-year warranty.

M8851LL/A	AppleCare Protection Plan for iMac/eMac - Enrollment Kit	119.00
M9859LL/A	AppleCare Protection Plan for Mac mini (w/ or w/o display) - Enrollment Kit	99.00
M8850LL/A	AppleCare Protection Plan for Power Mac - (w/ or w/o display) - Enrollment Kit	199.00
M8852LL/A	AppleCare Protection Plan for iBook - Enrollment Kit	183.00
M8853LL/A	AppleCare Protection Plan for PowerBook - (w/ or w/o display) Enrollment Kit	239.00

AppleCare Protection Plan for iPod

The AppleCare Protection Plan for iPod extends your iPod's 90 days of complimentary single-incident phone support and one-year warranty to up to two years of world-class support from the original purchase date of your iPod. The Plan includes expert telephone assistance for both iPod and iTunes, global repair or replacement coverage for iPod and its included accessories (excluding the carrying case) and comprehensive web-based support resources. The AppleCare Protection Plan for iPod Terms and Conditions are available on Apple's website.

AppleCare Protection for iPod - Enrollment Kit

To prevent delays in receiving phone support or repair service, activate coverage right away.

Each plan includes a Quick Reference Guide, the plan's terms and conditions, and instructions for enrolling the iPod for coverage.

Coverage is not activated until after you enroll. Please note that to be eligible, the iPod must be under its original one-year warranty.

M9404LL/A	AppleCare Protection Plan for iPod - Enrollment Kit	47.00
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AppleCare Professional Video Support

AppleCare Professional Video Support gives you direct access to Apple's Professional Video Technical Support team via telephone

and email 12 hours a day, seven days a week. Coverage includes expert assistance with Final Cut Studio, Final Cut Pro, DVD Studio Pro, Motion, and Soundtrack Pro; troubleshooting for Apple hardware and RAID Admin software, as well as for interconnectivity between your Mac or Xserve and an Xserve RAID; and assistance with DV, SD, and HD video input / output over FireWire or Apple-qualified third-party capture cards. This product provides an unlimited number of support incidents to one designated contact in your organization for one year. For complete terms and conditions, visit www.apple.com/support/products/provideo

M9584LL/A	AppleCare Professional Video Support Enrollment Kit	639.00
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RIVERSIDE COMMUNITY COLLEGE DISTRICT
FOUNDATION

Report No.: IV-A-6

Date: November 15, 2005

Subject: Donations

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

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

Salvatore G. Rotella
Chancellor

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

Description

Contributed to the Dental Hygiene Program
Dental chairs, patient delivery units, assorted machines

Estimated Value: \$3,000

Donor

Gary Lee, D.D.S.
404 S. Prospectors Road
Diamond Bar, CA 91765

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: November 15, 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:

Revised:

- 1) At the meeting of September 13, 2005, the Board approved out-of-state travel for Mr. Greg Aycock, outcomes assessment specialist, Title V, Norco Campus, to travel to Atlanta, Georgia, October 20-23, 2005, to attend the 2nd Southern Regional Learning Communities Network Conference. Estimated cost: \$955.25. Funding source: Title V grant funds. The cost of travel increased to \$1,225.15, and the dates of travel changed to October 20-22, 2005.
- 2) At the meeting of October 18, 2005, the Board approved out-of-state travel for Mr. Greg Aycock, outcomes 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. The dates of travel changed to October 22-25, 2005.
- 3) At the meeting of August 23, 2005, the Board approved out-of-state travel for Ms. Julie Crippin, analyst programmer, information services, to travel to Reston, Virginia, October 4-7, 2005, to attend Datatel Technical Training Week. Estimated cost: \$2,963.60. Funding source: the general fund. The dates of travel changed to October 2-10, 2005.
- 4) At the meeting of August 23, 2005, the Board approved out-of-state travel for Mr. P.J. Cruz, analyst programmer, information services, to travel to Reston, Virginia, October 4-7, 2005, to attend Datatel Technical Training Week. Estimated cost: \$2,770.00. Funding source: the general fund. The dates of travel changed to October 2-7, 2005.
- 5) At the meeting of October 18, 2005, the Board approved out-of-state travel for 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. The cost of travel increased to \$763.15.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: November 15, 2005

Subject: Out-of-State Travel

- 6) At the meeting of August 23, 2005, the Board approved out-of-state travel for Mr. Rick Kile, analyst programmer, information services, to travel to Reston, Virginia, October 4-7, 2005, to attend Datatel Technical Training Week. Estimated cost: \$2,770.00. Funding source: the general fund. The dates of travel changed to October 2-7, 2005.
- 7) At the meeting of August 23, 2005, the Board approved out-of-state travel for Mr. Ju Sung Lee, analyst programmer, information services, to travel to Reston, Virginia, October 4-7, 2005, to attend Datatel Technical Training Week. Estimated cost: \$2,868.60. Funding source: the general fund. The dates of travel changed to October 2-7, 2005.
- 8) At the meeting of August 23, 2005, the Board approved out-of-state travel for Mr. Jose Natal, analyst programmer, information services, to travel to Reston, Virginia, October 4-7, 2005, to attend Datatel Technical Training Week. Estimated cost: \$2,770.00. Funding source: the general fund. The dates of travel changed to October 2-7, 2005.
- 9) At the meeting of October 18, 2005, the Board approved out-of-state travel for 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. The dates of travel changed to December 10-14, 2005.

Current:

- 1) Ms. Kristine Anderson, associate professor, English, to travel to Austin, Texas, March 8-11, 2006, to attend the 2006 Association of Writers and Writing Programs Conference. Estimated cost: \$1,237.00. Funding source: the Fund for the Improvement of Education 2, Riverside School for the Arts grant.
- 2) Ms. Shelagh Camak, dean, workforce preparation, to travel to Miami Beach, Florida, December 9-11, 2005, to attend the Community Action Leadership 2005 Fall Management and Leadership Conference. There is no cost to the District.
- 3) Ms. Diane Dieckmeyer, assistant professor, reading, to travel to Philadelphia, Pennsylvania, February 14-18, 2006, to attend the National Association of Developmental Education Conference. Estimated cost: \$2,011.53. Funding source: Title V grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: November 15, 2005

Subject: Out-of-State Travel

- 4) Mr. Joe Escoto, user support coordinator, to travel to Washington, D.C., March 18-22, 2006, to attend the National Datatel Users' Group 2006 Conference. Estimated cost: \$2,477.09. Funding source: the general fund.
- 5) Dr. Irving Hendrick, dean of education, to travel to Washington, D.C., January 8-11, 2006, to attend the Fund for the Improvement of Postsecondary Education's Annual Project Directors' Meeting. Estimated cost: \$1,773.03. Funding source: the Fund for the Improvement of Postsecondary Education grant.
- 6) Mr. Rick Herman, director, software development, to travel to Washington, D.C., March 18-22, 2006, to attend the National Datatel Users' Group 2006 Conference. Estimated cost: \$2,477.09. Funding source: the general fund.
- 7) Ms. Marylin Jacobsen, director, center for international students and programs, to travel to Washington, D.C., January 22-25, 2006, to attend the 4th Annual Washington International Education Conference. Estimated cost: \$2,355.00. Funding source: the general fund.
- 8) Ms. Jodi Julian, associate professor, theatre arts, and Mr. David Nelson, associate professor, theatre arts, to travel to New York City, New York, December 27-January 2, 2006, accompanying approximately 25 students attending the Break Away Theatre Tour. There is no cost to the District.
- 9) Ms. Jodi Julian, associate professor, theatre arts, to travel to Cedar City, Utah, February 13-18, 2006, to attend the American College Theatre Festival. Estimated cost: \$600.00. Funding sources: \$200.00 from the general fund, and \$400.00 to be paid by the employee.
- 10) Dr. Mary Legner, associate professor, mathematics, to travel to San Antonio, Texas, January 11-14, 2006, to attend joint mathematics meetings for the purpose of keeping current in the field of mathematics. Estimated cost: \$921.43. Funding source: the general fund.
- 11) Ms. Merriel Moffitt, user support coordinator, information services, to travel to Washington, D.C., March 18-22, 2006, to attend the National Datatel Users' Group 2006 Conference. Estimated cost: \$2,477.09. Funding source: the general fund.
- 12) Mr. David Nelson, associate professor, theatre arts, to travel to Cedar City, Utah, February 13-18, 2006, to attend the American College Theatre Festival. Estimated cost: \$600.00. Funding sources: \$200.00 from the general fund, and \$400.00 to be paid by the employee.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: November 15, 2005

Subject: Out-of-State Travel (continued)

- 13) Dr. Chris Nollette, emergency medical services instructor/paramedic program director, to travel to Philadelphia, Pennsylvania, December 1-3, 2005, to attend The National Association of Emergency Medical Services Educators Instructor Course. There is no cost to the District.
- 14) Mr. Henry Rogers, director, center for applied competitive technology, to travel to Washington, D.C., November 30-December 2, 2005, to participate in the National Science Foundation/Advanced Technological Education Application Review Panel. There is no cost to the District.
- 15) Chancellor Salvatore Rotella to travel to Washington, D.C., February 4-8, 2006, to attend the National Legislative Conference. Estimated cost: \$3,013.00. Funding source: the general fund.
- 16) Board President Mr. Mark Takano; Ms. Mary Figueroa, Board Member; and Ms. Virginia MacDonald, chief of staff and executive assistant to the Chancellor, to travel to Washington, D.C., February 4-8, 2006, to attend the Association of Community College Trustees 2006 Community College National Legislative Summit. Estimated cost: \$6,963.60. Funding source: the general fund.
- 17) Ms. Beth Watts, user support coordinator, to travel to Washington, D.C., March 18-22, 2006, to attend the National Datatel Users' Group 2006 Conference. Estimated cost: \$2,477.09. Funding source: the general fund.

Salvatore G. Rotella
Chancellor

Prepared by: Michelle Haeckel
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-8-a

Date: November 15, 2005

Subject: Agreements with Riverside County Superintendent of Schools

Background: Annually, the Riverside County Superintendent of Schools has contracted with the District for grounds support service for its Head Start buildings located on the Moreno Valley and Norco Campuses. The contracts consist of two (2) hours per week of trash pick up and two (2) hours per week of mow and blow (includes maintenance of the sprinklers and shrubbery around both facilities). For and in consideration of the services rendered, the Superintendent agrees to pay the District for four (4) hours per week for each campus @ \$13.82 per hour for 52 weeks.

Recommended Action: It is recommended that the Board of Trustees approve the attached contracts with the Riverside County Superintendent of Schools and authorize the Vice Chancellor, Administration and Finance, to sign the contracts.

Salvatore G. Rotella
Chancellor

Prepared by: Richard Tworek
Provost, Moreno Valley Campus

Brenda Davis
Provost, Norco Campus

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

AGREEMENT FOR GROUNDS SUPPORT SERVICES

This Agreement is entered into September 19, 2005, by and between Riverside County Superintendent of Schools, hereinafter referred to as the "SUPERINTENDENT," and Riverside Community College District hereinafter referred to as the "DISTRICT";

WITNESSETH:

1. The DISTRICT agrees to provide Grounds Support services for the SUPERINTENDENT at RCC Moreno Valley Head Start sites as follows:
 - Two (2) hours per week of trash pick up
 - Two (2) hours per week of mow and blow (includes maintenance of the sprinklers and shrubbery around the facility).
2. The DISTRICT further agrees to assign a proper staff member or members to render the services, and such staff member(s) shall hold the proper credentials authorizing such services.
3. For and in consideration of the services rendered, the SUPERINTENDENT agrees to pay the DISTRICT as follows:
 - Four (4) hours per week @ \$13.82 per hour for 52 weeks
4. In no event shall the total dollar amount paid under this agreement exceed the sum of \$2,874.56 without a mutually agreed written modification to the contract.
5. All monies accruing to the DISTRICT from the SUPERINTENDENT under the terms of this agreement shall be payable as follows:
 - Upon receipt of a monthly invoices from the District. Reference contract number C-6912 on all invoices.
6. The term of this agreement shall be from September 1, 2005 to and including August 31, 2006.
7. It is agreed that the DISTRICT or any employee or agent of the DISTRICT is acting as an independent district and not as an agent or employee of the said SUPERINTENDENT.
8. The DISTRICT certifies that the DISTRICT is aware of the laws of the State of California requiring employers to be insured against liability for Worker's Compensation and shall comply with such laws during the term of this contract.
9. The performance of work under this contract may be terminated by the SUPERINTENDENT in accordance with this clause, in whole, or from time to time in part:
 - a. Whenever the DISTRICT fails to provide satisfactory service as determined by the SUPERINTENDENT; or

- b. Whenever for any reason the SUPERINTENDENT determines that such termination is in his best interest. Any such determination shall be effected by delivery to the DISTRICT a written notice of termination stating whether the termination is in whole or in part. The SUPERINTENDENT may terminate the contract providing thirty (30) days notification of such termination is provided the DISTRICT.
- 10. The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees.
 - 11. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by DISTRICT without the prior written consent of the SUPERINTENDENT.
 - 12. The DISTRICT and all of the DISTRICT'S employees or agents shall secure and maintain in force such licenses and permits that are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
 - 13. This agreement may only be amended in writing by the mutual consent of the parties hereto, except that the SUPERINTENDENT may amend the contract to accomplish the below-listed changes:
 - a. Administrative changes that do not affect the contractual rights of the parties.
 - b. Changes as required by law.

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

Riverside County
Superintendent of Schools

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

Signed _____
Authorized Signature

Signed _____
Authorized Signature

Date _____

Date _____

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

AGREEMENT FOR GROUNDS SUPPORT SERVICES

This Agreement is entered into October 12, 2005, by and between Riverside County Superintendent of Schools, hereinafter referred to as the "SUPERINTENDENT," and Riverside Community College District hereinafter referred to as the "DISTRICT";

WITNESSETH:

1. The DISTRICT agrees to provide Grounds Support services for the SUPERINTENDENT at RCC Norco Head Start sites as follows:
 - Two (2) hours per week of trash pick up
 - Two (2) hours per week of mow and blow (includes maintenance of the sprinklers and shrubbery around the facility).
2. The DISTRICT further agrees to assign a proper staff member or members To render the services, and such staff member(s) shall hold the proper credentials authorizing such services.
3. For and in consideration of the services rendered, the SUPERINTENDENT agrees to pay the DISTRICT as follows:
 - Four (4) hours per week @ \$13.82 per hour for 52 weeks
4. In no event shall the total dollar amount paid under this agreement exceed the sum of \$2,874.00 without a mutually agreed written modification to the contract.
5. All monies accruing to the DISTRICT from the SUPERINTENDENT under the terms of this agreement shall be payable as follows:
 - Upon receipt of a monthly invoices from the District. Reference contract number C-6997 on all invoices.
6. The term of this agreement shall be from September 1, 2005 to and including August 31, 2006.
7. It is agreed that the DISTRICT or any employee or agent of the DISTRICT is acting as an independent district and not as an agent or employee of the said SUPERINTENDENT.
8. The DISTRICT certifies that the DISTRICT is aware of the laws of the State of California requiring employers to be insured against liability for Worker's Compensation and shall comply with such laws during the term of this contract.
9. The performance of work under this contract may be terminated by the SUPERINTENDENT in accordance with this clause, in whole, or from time to time in part:
 - a. Whenever the DISTRICT fails to provide satisfactory service as determined by the SUPERINTENDENT; or

- b. Whenever for any reason the SUPERINTENDENT determines that such termination is in his best interest. Any such determination shall be effected by delivery to the DISTRICT a written notice of termination stating whether the termination is in whole or in part. The SUPERINTENDENT may terminate the contract providing thirty (30) days notification of such termination is provided the DISTRICT.
10. The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees.
11. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by DISTRICT without the prior written consent of the SUPERINTENDENT.
12. The DISTRICT and all of the DISTRICT'S employees or agents shall secure and maintain in force such licenses and permits that are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
13. This agreement may only be amended in writing by the mutual consent of the parties hereto, except that the SUPERINTENDENT may amend the contract to accomplish the below-listed changes:
- a. Administrative changes that do not affect the contractual rights of the parties.
 - b. Changes as required by law.

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

Riverside County
Superintendent of Schools

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

Signed _____
Authorized Signature

Signed _____
Authorized Signature

Date _____

Date _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. IV-B-1

Date: November 15, 2005

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2005 through September 30, 2005. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

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RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. IV-B-1

Date: November 15, 2005

Subject: Monthly Financial Report (cont'd)

Information Only: Attached for the Board's information is the Monthly Financial Report for the period ended September 30, 2005.

Salvatore G. Rotella
Chancellor

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

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

Fund 11, Resource 1000 - General Operating - Unrestricted

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 103,662,808	\$ 113,954,558	\$ 113,954,558	\$ 25,861,915
Intrafund Transfer from				
District Bookstore (Resource 1110)	510,000	450,000	450,000	0
Interfund Transfer from				
Self-Funded Equipment and				
Facility Projects (Resource 4150)	983,860	1,123,870	1,123,870	0
General Obligation Bond Funded				
Capital Outlay (Resource 4160)	1,555,074	0	0	0
Total Revenues	<u>\$ 106,711,742</u>	<u>\$ 115,528,428</u>	<u>\$ 115,528,428</u>	<u>\$ 25,861,915</u>
Expenditures				
Academic Salaries	\$ 48,089,863	\$ 54,502,666	\$ 54,502,666	\$ 10,297,266
Classified Salaries	20,330,195	24,702,912	24,710,912	5,276,794
Employee Benefits	17,958,103	20,527,817	20,527,817	2,243,016
Materials & Supplies	1,529,036	2,211,273	2,208,873	378,780
Services	9,404,781	12,269,080	12,247,828	2,767,288
Capital Outlay	1,331,282	3,897,996	3,913,648	340,584
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	641,731	665,157	665,157	0
Customized Solutions (Resource 1170)	173,470	173,470	173,470	0
EOPS (Resource 1190)	10,432	0	0	0
Federal Work Study (Resource 1190)	127,860	130,595	130,595	0
Matriculation (Resource 1190)	257,287	273,213	273,213	0
Charter School (Resource 1190)	40,229	0	0	0
Instr. Equipment Match (Resource 1190)	586,892	663,574	663,574	0
Performance Riverside (Resource 1090)	193,257	193,257	193,257	0
Interfund Transfer to:				
Resource 3300	320,000	220,000	220,000	55,000
Resource 6100	500,000	500,000	500,000	0
Total Expenditures	<u>\$ 101,494,418</u>	<u>\$ 120,931,010</u>	<u>\$ 120,931,010</u>	<u>\$ 21,358,727</u>
Revenues Over (Under) Expenditures	\$ 5,217,324	\$ (5,402,582)	\$ (5,402,582)	\$ 4,503,188
Beginning Fund Balance	7,402,371	12,619,695	12,619,695	12,619,695
Ending Fund Balance	<u>\$ 12,619,695</u>	<u>\$ 7,217,113</u>	<u>\$ 7,217,113</u>	<u>\$ 17,122,883</u>
Ending Cash Balance				<u>\$ 19,722,261</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

Parking was created to capture the financial activities of the parking operations at each campus. The primary revenue source is parking permit fees. Parking also receives revenue from parking meters and parking citations. Expenditures are for 75% of the operational costs of College Safety and Police and 100% of capital outlay costs, such as parking lot lighting, that directly benefit parking operations.

Fund 12, Resource 1050 - Parking

	Prior Year Actuals <u>7-1-04 to 6-30-05</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,083,612	\$ 2,093,694	\$ 2,093,694	\$ 676,925
Expenditures				
Classified Salaries	\$ 1,126,627	\$ 1,338,256	\$ 1,338,256	\$ 260,770
Employee Benefits	353,729	402,891	402,891	42,783
Materials & Supplies	53,642	57,760	57,760	8,343
Services	249,709	287,271	287,271	28,234
Capital Outlay	131,393	346,634	346,634	29,990
Total Expenditures	\$ 1,915,100	\$ 2,432,812	\$ 2,432,812	\$ 370,120
Revenues Over (Under) Expenditures	\$ 168,512	\$ (339,118)	\$ (339,118)	\$ 306,805
Beginning Fund Balance	784,079	952,591	952,591	952,591
Ending Fund Balance	\$ 952,591	\$ 613,473	\$ 613,473	\$ 1,259,396
Ending Cash Balance				\$ 1,280,832

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

Fund 12, Resource 1070 - Student Health Services

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 578,034	\$ 650,816	\$ 650,816	\$ 242,415
Expenditures				
Academic Salaries	\$ 115,176	\$ 133,623	\$ 133,623	\$ 13,975
Classified Salaries	229,494	299,161	299,161	35,670
Employee Benefits	44,401	60,034	60,034	5,889
Materials & Supplies	21,929	45,900	45,900	4,054
Services	81,448	82,511	82,511	52,387
Capital Outlay	831	8,800	8,800	0
Total Expenditures	\$ 493,279	\$ 630,029	\$ 630,029	\$ 111,975
Revenues Over (Under) Expenditures	\$ 84,755	\$ 20,787	\$ 20,787	\$ 130,440
Beginning Fund Balance	333,088	417,843	417,843	417,843
Ending Fund Balance	\$ 417,843	\$ 438,630	\$ 438,630	\$ 548,283
Ending Cash Balance				\$ 551,065

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

Fund 11, Resource 1080 - Community Education

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,002,094	\$ 1,059,424	\$ 1,059,424	\$ 442,557
Expenditures				
Academic Salaries	\$ 8,025	\$ 18,172	\$ 18,172	\$ 4,594
Classified Salaries	336,871	362,222	362,222	132,431
Employee Benefits	69,728	68,055	68,055	11,185
Materials & Supplies	18,428	17,400	17,400	4,310
Services	501,902	548,618	548,618	103,637
Capital Outlay	812	13,650	13,650	6,668
Total Expenditures	\$ 935,766	\$ 1,028,117	\$ 1,028,117	\$ 262,826
Revenues Over (Under) Expenditures	\$ 66,328	\$ 31,307	\$ 31,307	\$ 179,731
Beginning Fund Balance	15,549	81,877	81,877	81,877
Ending Fund Balance	\$ 81,877	\$ 113,184	\$ 113,184	\$ 261,608
Ending Cash Balance				\$ 262,979

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

Fund 11, Resource 1090 - Performance Riverside

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 685,697	\$ 710,675	\$ 710,675	\$ 365,811
Intrafund Transfer from General Operating (Resource 1000)	193,257	193,257	193,257	0
Total Revenues	<u>\$ 878,954</u>	<u>\$ 903,932</u>	<u>\$ 903,932</u>	<u>\$ 365,811</u>
Expenditures				
Classified Salaries	\$ 241,983	\$ 270,710	\$ 270,710	\$ 51,390
Employee Benefits	67,876	82,532	82,532	9,581
Materials & Supplies	38,965	41,556	40,188	16,482
Services	528,638	507,134	507,134	202,515
Capital Outlay	0	0	1,368	350
Total Expenditures	<u>\$ 877,462</u>	<u>\$ 901,932</u>	<u>\$ 901,932</u>	<u>\$ 280,317</u>
Revenues Over (Under) Expenditures	\$ 1,492	\$ 2,000	2,000	\$ 85,494
Beginning Fund Balance	<u>(532,660)</u>	<u>(531,168)</u>	<u>(531,168)</u>	<u>(531,168)</u>
Ending Fund Balance	<u>\$ (531,168)</u>	<u>\$ (529,168)</u>	<u>\$ (529,168)</u>	<u>\$ (445,674)</u>
Ending Cash Balance				<u>\$ (448,286)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

Fund 11, Resource 1110 - Contractor-Operated Bookstore

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 837,758	\$ 843,144	\$ 843,144	\$ 0
Expenditures				
Classified Salaries	\$ 4,541	\$ 0	\$ 0	\$ 0
Employee Benefits	521	0	0	0
Services	29,751	31,050	31,050	19
Interfund Transfer to				
Food Services (Resource 3200)	326,930	356,930	356,930	0
Intrafund Transfer to				
General Operating (Resource 1000)	510,000	450,000	450,000	0
Total Expenditures	\$ 871,743	\$ 837,980	\$ 837,980	\$ 19
Revenues Over (Under) Expenditures	\$ (33,985)	\$ 5,164	\$ 5,164	\$ (19)
Beginning Fund Balance	121,618	87,633	87,633	87,633
Ending Fund Balance	\$ 87,633	\$ 92,797	\$ 92,797	\$ 87,614
Ending Cash Balance				\$ 87,614

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

Fund 11, Resource 1170 - Customized Solutions

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 223,606	\$ 890,902	\$ 890,902	\$ 36,082
Intrafund Transfer from General Operating (Resource 1000)	173,470	173,470	173,470	0
Total Revenue	<u>\$ 397,076</u>	<u>\$ 1,064,372</u>	<u>\$ 1,064,372</u>	<u>\$ 36,082</u>
Expenditures				
Academic Salaries	\$ 2,014	\$ 49,588	\$ 49,588	\$ 0
Classified Salaries	121,499	124,150	124,150	22,987
Employee Benefits	39,915	51,355	51,355	4,333
Materials & Supplies	8,163	61,267	61,267	1,365
Services	111,167	545,127	545,127	11,905
Capital Outlay	573	574	574	0
Total Expenditures	<u>\$ 283,331</u>	<u>\$ 832,061</u>	<u>\$ 832,061</u>	<u>\$ 40,591</u>
Revenues Over (Under) Expenditures	\$ 113,745	\$ 232,311	\$ 232,311	\$ (4,509)
Beginning Fund Balance	(27,044)	86,701	86,701	86,701
Ending Fund Balance	<u>\$ 86,701</u>	<u>\$ 319,012</u>	<u>\$ 319,012</u>	<u>\$ 82,192</u>
Ending Cash Balance				<u>\$ 81,660</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

Fund 12, Resource 1180 - Redevelopment Pass-Through

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 650,860	\$ 670,200	\$ 670,200	\$ 2,992
Expenditures				
Services	\$ 130,487	\$ 156,100	\$ 156,100	\$ 44,462
Total Expenditures	\$ 130,487	\$ 156,100	\$ 156,100	\$ 44,462
Revenues Over (Under) Expenditures	\$ 520,373	\$ 514,100	\$ 514,100	\$ (41,471)
Beginning Fund Balance	1,651,823	2,172,196	2,172,196	2,172,196
Ending Fund Balance	\$ 2,172,196	\$ 2,686,296	\$ 2,686,296	\$ 2,130,725
Ending Cash Balance				\$ 2,128,272

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

Fund 12, Resource 1190 - Grants and Categorical Programs

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 15,378,144	\$ 18,156,797	\$ 18,156,797	\$ 2,405,173
Interfund Transfer from Self Funded Equip. and Facilities Projects (Resource 4150) For Instructional Equipment Match	11,073	0	0	0
Intrafund Transfers from General Operating (Resource 1000)				
For DSP&S	641,731	665,157	665,157	0
For EOPS	10,432	0	0	0
For Federal Work Study	127,860	130,595	130,595	0
For Matriculation	257,287	273,213	273,213	0
For Gateway to College	40,229	0	0	0
For Instructional Equipment	586,892	663,574	663,574	0
Total Revenues	<u>\$ 17,053,648</u>	<u>\$ 19,889,336</u>	<u>\$ 19,889,336</u>	<u>\$ 2,405,173</u>
Expenditures				
Academic Salaries	\$ 3,028,648	\$ 3,271,665	\$ 3,290,665	\$ 668,855
Classified Salaries	4,136,893	5,245,455	5,185,921	1,049,260
Employee Benefits	2,092,018	2,531,666	2,531,666	268,507
Materials & Supplies	1,292,608	1,348,670	1,384,170	84,815
Services	3,097,687	4,378,137	4,372,587	258,096
Capital Outlay	3,100,696	2,707,351	2,717,935	641,556
Scholarships	68,794	194,466	194,466	14,375
Student Grants (Financial, Book, Meal, Transportation)	236,304	211,926	211,926	63,951
Total Expenditures	<u>\$ 17,053,648</u>	<u>\$ 19,889,336</u>	<u>\$ 19,889,336</u>	<u>\$ 3,049,417</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ (644,244)
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (644,244)</u>
Ending Cash Balance				<u>\$ (2,613,654)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

Fund 32, Resource 3200 - Food Services

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,292,842	\$ 1,260,600	\$ 1,260,600	\$ 252,711
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	326,930	356,930	356,930	0
Total Revenues	<u>\$ 1,619,772</u>	<u>\$ 1,617,530</u>	<u>\$ 1,617,530</u>	<u>\$ 252,711</u>
Expenditures				
Classified Salaries	\$ 557,682	\$ 651,093	\$ 651,093	\$ 114,607
Employee Benefits	188,406	256,996	256,996	23,398
Materials & Supplies	711,968	694,892	694,892	120,718
Services	103,126	91,245	91,245	15,246
Capital Outlay	15,175	0	0	161
Total Expenditures	<u>\$ 1,576,357</u>	<u>\$ 1,694,226</u>	<u>\$ 1,694,226</u>	<u>\$ 274,131</u>
Revenues Over (Under) Expenditures	\$ 43,415	\$ (76,696)	\$ (76,696)	\$ (21,419)
Beginning Fund Balance	252,534	295,949	295,949	295,949
Ending Fund Balance	<u>\$ 295,949</u>	<u>\$ 219,253</u>	<u>\$ 219,253</u>	<u>\$ 274,530</u>
Ending Cash Balance				<u>\$ 248,570</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

Fund 33, Resource 3300 - Child Care

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 769,518	\$ 1,004,906	\$ 1,004,906	\$ 170,416
Interfund Transfer from General Operating (Resource 1000)	320,000	220,000	220,000	55,000
Total Revenues	<u>\$ 1,089,518</u>	<u>\$ 1,224,906</u>	<u>\$ 1,224,906</u>	<u>\$ 225,416</u>
Expenditures				
Academic Salaries	\$ 642,370	\$ 758,229	\$ 758,229	\$ 138,508
Classified Salaries	150,789	138,501	138,501	33,455
Employee Benefits	166,198	183,453	183,453	20,696
Materials & Supplies	48,903	58,032	58,032	7,820
Services	48,413	53,030	53,030	6,280
Capital Outlay	841	0	0	0
Total Expenditures	<u>\$ 1,057,514</u>	<u>\$ 1,191,245</u>	<u>\$ 1,191,245</u>	<u>\$ 206,759</u>
Revenues Over (Under) Expenditures	\$ 32,004	\$ 33,661	\$ 33,661	\$ 18,657
Beginning Fund Balance	(1,455)	30,549	30,549	30,549
Ending Fund Balance	<u>\$ 30,549</u>	<u>\$ 64,210</u>	<u>\$ 64,210</u>	<u>\$ 49,206</u>
Ending Cash Balance				<u>\$ 55,077</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

Fund 41, Resource 4100 - State Construction & Scheduled Maintenance

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 5,865,981	\$ 12,588,459	\$ 12,588,459	\$ 0
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	322,000	0	0	0
Total Revenues	<u>\$ 6,187,981</u>	<u>\$ 12,588,459</u>	<u>\$ 12,588,459</u>	<u>\$ 0</u>
Expenditures				
Materials & Supplies	\$ 67,674	\$ 12,514	\$ 12,514	\$ 3,706
Services	4,573	1,600	1,600	82
Capital Outlay	5,512,698	13,317,817	13,317,817	157,207
Total Expenditures	<u>\$ 5,584,945</u>	<u>\$ 13,331,931</u>	<u>\$ 13,331,931</u>	<u>\$ 160,994</u>
Revenues Over (Under) Expenditures	\$ 603,036	\$ (743,472)	\$ (743,472)	\$ (160,994)
Beginning Fund Balance	140,436	743,472	743,472	743,472
Ending Fund Balance	<u>\$ 743,472</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 582,478</u>
Ending Cash Balance				<u>\$ (890,932)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

Fund 41, Resource 4110 - Child Development Center Capital

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 9,081	\$ 1,200	\$ 1,200	\$ 0
Expenditures				
Services	\$ 2,450	\$ 0	\$ 0	\$ 0
Capital Outlay	324,482	47,911	47,911	1,712
Total Expenditures	\$ 326,932	\$ 47,911	\$ 47,911	\$ 1,712
Revenues Over (Under) Expenditures	\$ (317,851)	\$ (46,711)	\$ (46,711)	\$ (1,712)
Beginning Fund Balance	364,562	46,711	46,711	46,711
Ending Fund Balance	\$ 46,711	\$ 0	\$ 0	\$ 44,999
Ending Cash Balance				\$ 44,998

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

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

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 11,558	\$ 200	\$ 200	\$ 0
Expenditures				
Capital Outlay	\$ 11,390	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 11,390	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ 168	\$ 200	\$ 200	\$ 0
Beginning Fund Balance	317	485	485	485
Ending Fund Balance	<u>\$ 485</u>	<u>\$ 685</u>	<u>\$ 685</u>	<u>\$ 485</u>
Ending Cash Balance				<u>\$ 485</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

Fund 41, Resource 4130 - La Sierra Capital

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 137,262	\$ 223,000	\$ 223,000	\$ 0
Expenditures				
Services	\$ 109,572	\$ 18,893	\$ 18,893	\$ 3,575
Capital Outlay	1,294,496	2,299,587	2,299,587	1,618
Total Expenditures	\$ 1,404,068	\$ 2,318,480	\$ 2,318,480	\$ 5,193
Revenues Over (Under) Expenditures	\$ (1,266,806)	\$ (2,095,480)	\$ (2,095,480)	\$ (5,193)
Beginning Fund Balance	7,379,836	6,113,030	6,113,030	6,113,030
Ending Fund Balance	\$ 6,113,030	\$ 4,017,550	\$ 4,017,550	\$ 6,107,837
Ending Cash Balance				\$ 6,107,837

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

Self-Funded Equipment and Facility Projects was established to provide for Board approved capital projects. The funding source for this resource was one-time, overcap growth money.

Fund 41, Resource 4150 - Self-Funded Equipment and Facility Projects

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 32,172	\$ 8,000	\$ 8,000	\$ 0
Expenditures				
Interfund Transfers to:				
General Operating (Resource 1000)	\$ 983,860	\$ 1,123,870	\$ 1,123,870	\$ 0
Grants & Categorical Programs (Resource 1190)	11,072	0	0	0
Total Expenditures	\$ 994,932	\$ 1,123,870	\$ 1,123,870	\$ 0
Revenues Over (Under) Expenditures	\$ (962,760)	\$ (1,115,870)	\$ (1,115,870)	\$ -
Beginning Fund Balance	2,078,630	1,115,870	1,115,870	1,115,870
Ending Fund Balance	\$ 1,115,870	\$ 0	\$ 0	\$ 1,115,870
Ending Cash Balance				\$ 1,115,870

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

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

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,030,586	\$ 1,200,000	\$ 1,200,000	\$ 0
Proceeds from General Obligation Bond Series A and B	<u>132,290,322</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	<u>\$ 133,320,908</u>	<u>\$ 1,200,000</u>	<u>\$ 1,200,000</u>	<u>\$ 0</u>
Expenditures				
Materials & Supplies	\$ 83,190	\$ 50,000	\$ 50,000	\$ 10,304
Services	1,784,826	211,600	211,600	51,290
Capital Outlay	11,078,831	23,798,596	23,798,596	1,298,829
Debt Service	69,269,349	0	0	0
Intrafund Transfers to:				
State Construction (Resource 4100)	<u>322,000</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	<u>\$ 82,538,196</u>	<u>\$ 24,060,196</u>	<u>\$ 24,060,196</u>	<u>\$ 1,360,424</u>
Revenues Over (Under) Expenditures	\$ 50,782,712	\$ (22,860,196)	\$ (22,860,196)	\$ (1,360,424)
Beginning Fund Balance	<u>0</u>	<u>50,782,712</u>	<u>50,782,712</u>	<u>50,782,712</u>
Ending Fund Balance	<u>\$ 50,782,712</u>	<u>\$ 27,922,516</u>	<u>\$ 27,922,516</u>	<u>\$ 49,422,288</u>
Ending Cash Balance				<u>\$ 49,685,830</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

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

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 3,950,696	\$ 4,190,007	\$ 4,190,007	\$ 999,718
Interfund transfer from				
General Operating (Resource 1000)	500,000	500,000	500,000	0
Intrafund transfer from				
Workers' Compensation (Resource 6110)	102,097	0	0	0
Total Revenue	<u>\$ 4,552,793</u>	<u>\$ 4,690,007</u>	<u>\$ 4,690,007</u>	<u>\$ 999,718</u>
Expenditures				
Classified Salaries	\$ 127,413	\$ 140,023	\$ 140,023	\$ 34,721
Employee Benefits	44,656	45,324	45,324	6,903
Materials & Supplies	3,224	3,900	3,900	1,239
Services	3,244,838	4,169,050	4,169,050	890,678
Capital Outlay	2,347	5,000	5,000	323
Total Expenditures	<u>\$ 3,422,478</u>	<u>\$ 4,363,297</u>	<u>\$ 4,363,297</u>	<u>\$ 933,864</u>
Revenues Over (Under) Expenditures	\$ 1,130,315	\$ 326,710	\$ 326,710	\$ 65,855
Beginning Fund Balance	(1,019,434)	110,881	110,881	110,881
Ending Fund Balance	<u>\$ 110,881</u>	<u>\$ 437,591</u>	<u>\$ 437,591</u>	<u>\$ 176,736</u>
Ending Cash Balance				<u>\$ 1,682,634</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

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

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 892,076	\$ 1,057,882	\$ 1,057,882	\$ 228,533
Expenditures				
Classified Salaries	\$ 43,316	\$ 47,502	\$ 47,502	\$ 11,479
Employee Benefits	15,548	15,384	15,384	2,295
Materials & Supplies	205	500	500	384
Services	869,807	1,175,000	1,175,000	396,970
Intrafund Transfer to Health & Liability Self Ins (Resource 6100)	102,097	0	0	0
Total Expenditures	\$ 1,030,973	\$ 1,238,386	\$ 1,238,386	\$ 411,127
Revenues Over (Under) Expenditures	\$ (138,897)	\$ (180,504)	\$ (180,504)	\$ (182,594)
Beginning Fund Balance	945,280	806,383	806,383	806,383
Ending Fund Balance	\$ 806,383	\$ 625,879	\$ 625,879	\$ 623,789
Ending Cash Balance				\$ 1,523,694

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

Associated Students of RCC

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 644,906	\$ 625,000	\$ 625,000	\$ 258,318
Expenditures				
Materials & Supplies	\$ 526,702	\$ 625,000	\$ 625,000	\$ 115,581
Other Outgo	(19,309)	0	0	2,471
Total Expenditures	\$ 507,393	\$ 625,000	\$ 625,000	\$ 118,052
Revenues Over (Under) Expenditures	\$ 137,513	\$ 0	\$ 0	\$ 140,266
Beginning Fund Balance	874,097	1,011,610	1,011,610	1,011,610
Ending Fund Balance	\$ 1,011,610	\$ 1,011,610	\$ 1,011,610	\$ 1,151,876
Ending Cash Balance				\$ 1,954,589

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

Student Financial Aid is used to record financial transactions for scholarships given to students from the federal Pell and FSEOG grant programs as well as the State's Cal Grant program. Also included are reimbursements to the District for federal grants such as Federal Work Study, GEAR-up, Upward Bound, Title III Strengthening Institutions, FIPSE, and FIE.

Student Financial Aid

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 15,316,879	\$ 15,092,512	\$ 15,092,512	\$ 1,454,918
Expenditures				
Other				
Scholarships and Grant				
Reimbursements	\$ 15,316,879	\$ 15,092,512	\$ 15,092,512	\$ 701,015
Total Expenditures	\$ 15,316,879	\$ 15,092,512	\$ 15,092,512	\$ 701,015
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 753,903
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ 753,903
Ending Cash Balance				\$ 775,151

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED SEPTEMBER 30, 2005**

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

RCCD Development Corporation

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 16	\$ 0	\$ 0	\$ 4
Expenditures				
Services	\$ 20	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 20	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ (4)	\$ 0	\$ 0	\$ 4
Beginning Fund Balance	16,240	16,236	16,236	16,236
Ending Fund Balance	<u>\$ 16,236</u>	<u>\$ 16,236</u>	<u>\$ 16,236</u>	<u>\$ 16,240</u>
Ending Cash Balance				<u>\$ 16,240</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1-a

Date: November 15, 2005

Subject: Revised Regulations for Policies and Regulations 5120 and 6120
Second Reading

Background: Presented to the Board of Trustees for second reading are revisions to Regulations 5120 and 6120. (Please note that 8005 has been pulled and will be resubmitted in its full content with room rental rates at the December 2005 Board meeting.) Regulation 5120 was reviewed and adopted by the Board of Trustees on June 9, 1998, and Regulation 6120 was amended on June 9, 1998. The revisions that are being presented will update the wording of policies and procedures to ensure compliance with current legal interpretations regarding use of facilities, distribution and posting of literature, and preventing disruption of instructional and/or other District activities. The District recognizes the need to ensure that constitutional rights are protected under the First Amendment of the United States Constitution while maintaining the integrity of the learning environment and educational process. It is also critical that the District's policy is current.

The law firm of Liebert Cassidy Whitmore reviewed the revisions and made recommendations that have been incorporated. The Associated Students of Riverside Community College District Senate has approved the changes. The revisions are now being submitted to the Board for second reading and approval. By approving the changes for Regulation 5120, the sections pertaining to distribution of literature and the posting of literature in Regulations 6120 will also be revised to maintain consistency. The revisions were brought to the Academic Affairs and Student Services Committee on September 6, 2005, for review and discussion and to the Board of Trustees on September 13, 2005. The revisions were brought to the Academic Senate on October 17, 2005, and November 7, 2005, for review.

Recommended Action: It is recommended that the Board of Trustees approve the revisions to Regulation 5120 and subsequent revisions to Regulations 6120, to reflect District and campus responsibilities and ensure that the District's policy is in compliance with current court rulings and legal interpretations.

Salvatore G. Rotella
Chancellor

Prepared by: Linda Lacy
Vice Chancellor of Student Services and Operations

RIVERSIDE COMMUNITY COLLEGE DISTRICT

~~DISTRIBUTION AND POSTING OF LITERATURE~~
USE OF FACILITIES, DISTRIBUTION AND POSTING OF LITERATURE, AND
PREVENTING DISRUPTION OF INSTRUCTIONAL AND/OR OTHER DISTRICT
ACTIVITIES

~~The Riverside Community College District recognizes the importance of disseminating information on the District campuses. Thus, in accordance with existing laws, regulations have been developed establishing a uniform time, place and manner of distribution.~~

Riverside Community College District is committed to assuring that all persons may exercise their constitutional rights protected under the First Amendment to the United States Constitution and Article I, Section 2, of the California Constitution. The District's commitment to the exercise of free speech and free expression is not intended to convert all of the facilities maintained and/or owned by the District into a public forum, limited public forum, or designated public forum. As the owner of property, the District reserves the right to limit the use of its facilities for the distribution of literature and to prevent potential disruption of instruction and other activities of the District, in a manner consistent with the Constitution of the State of California and the Constitution of United States.

“This Board Policy 5120, relating to use of facilities, distribution and posting of literature, and preventing disruption of instructional and/or other District activities does not apply to student news media as provided for in Board Policy 6000.”

Submitted to Board for First Reading _____ 5-19-98

Approved by Board _____ 6-9-98

Education Code: ~~42340.5, 45352~~, 76120

Adopted: June 9, 1998

Amended:

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 5120, ~~Distribution and Posting of Literature~~ **USE OF FACILITIES,
DISTRIBUTION AND POSTING OF LITERATURE, AND PREVENTING
DISRUPTION OF INSTRUCTIONAL AND/OR OTHER DISTRICT ACTIVITIES**

I. Distribution of Literature

Recognized campus organizations, students, faculty, ~~or~~ staff members, **or citizens** may post, circulate or distribute literature on the campuses of Riverside Community College District in accordance with existing laws and regulations.

All materials must include the name of the co-sponsoring organization or individual.

Obscene **or** lewd, ~~vulgar, or profane~~ materials are prohibited.

Distribution of ~~L~~literature that is libelous **or** slanderous, ~~or in violation of copyright laws~~ is prohibited.

Materials **or speech** ~~that express or advocate racial, ethnic, or religious prejudice~~ that may **cause** ~~incite students~~ **people** to commit acts that would disrupt the orderly operation of the district are prohibited.

Materials may not be forced upon people, ~~nor may the distributor use sound equipment,~~ or in any way harass passersby.

~~Advertising on campus by off-campus or commercial interests is prohibited by the California Education Code. Approved clubs/organizations may host commercial entities in conjunction with a fund raising activity. Fund raising activities must be preapproved in accordance with District policies and regulations.~~

All materials, which advertise illegal substances, as identified by the laws of the United States and/or the State of California are prohibited. (Education Code 76120) Selling merchandise, products, or services is prohibited on Riverside Community College District property. Approved clubs/organizations may host commercial entities in conjunction with a fund-raising activity. A contract and facilities request must be pre-approved by the ~~Dean of~~ Chief Student Services Officer at each campus or program location. Each commercial entity is allowed to be on campus a total of ten days per semester.

~~A. — Distribution. Regularly enrolled RCC students or staff who wish to distribute literature must make an application at the office of the campus Dean of Student Services. This must be done prior to distribution or circulation.~~

~~Distribution of literature may take place on campus between the hours of 8 a.m. and 9 p.m. only, Monday through Friday.~~

~~Distribution of materials shall be confined to the outdoor area between the King library and the Bradshaw Student Center and the inner area of the Quadrangle on the Riverside Campus; the covered patio area adjacent to the Tigers' Den on the Moreno Valley Campus; and the outdoor patio area outside the Tigers' Den on the Norco Campus.~~

~~Money transactions will not be permitted without prior approval of the campus Dean of Student Services.~~

~~On days that special outdoor programs are planned, an alternate location for distribution will be arranged.~~

~~B. Posting. Only RCC or RCC club related materials may be posted on bulletin boards and other authorized areas. Flyers must have the approval stamp of the campus Student Activities Office.~~

~~C. Regulations. No materials should be posted on any glass, windows, mirrors, doors, buildings, trees, wood or plaster interior or exterior walls. Thumb tacks must be used to post materials on bulletin boards. Posted materials must not obscure previously posted items. All materials will be reviewed at the end of each month and/or at such time as deemed necessary by the campus Dean of Student Services.~~

II. Posting of Literature

Materials may be posted on bulletin boards and other authorized areas. Posted materials will be approved for a ten-day period by the Chief Dean of Student Services Officer of each campus or program location to prevent litter and overcrowding. The approval process is content neutral and only ensures that the literature will not be removed before the ten-day posting period expires.

Only ten (10) flyers and two (2) posters will be approved for a maximum of ten (10) school days.

No materials should be posted on glass, windows, mirrors, doors, buildings, trees, wood, plaster interior, or exterior walls. Thumbtacks must be used to post materials on bulletin boards. Posted materials must not obscure previously posted items.

III. Use of Facilities

The use of Riverside Community College District facilities by outside organizations, not covered under the Civic Center Act, will be charged fair market use fees as described in Education Code 82737(e).

The use of Riverside Community College District facilities by public agencies or nonprofit groups covered by the Civic Center Act may be charged the “direct costs” to the District for the use of college facilities or grounds as defined by that Act.

Solicitation shall be permitted on a campus; subject however, to a reasonable regulation by the campus head (president or provost) or his/her designee as to time, place, and manner thereof.

The solicitation by credit card companies marketing “student credit cards” as defined by Civil Code Section 1747.02 is prohibited.

Application for use of district facilities will be made on a form supplied by Riverside City College, 4800 Magnolia Avenue, Riverside, CA 92506-1299, phone (951) 222-8498, Moreno Valley Campus 16130 Lasselle Street, Moreno Valley, 92551-2045, phone (951) 571-6188 or Norco Campus, 2001 Third Street, Norco CA 92860-2600, phone number (951) 372-7000. Each noncommercial agency or individual is allowed to be on campus a total of ten days per semester.

Application should be made five business days prior to the date on which the facility is to be used. (Board Policy 8005).

Nonaffiliated individuals or groups may request permission to conduct ~~the above-mentioned~~ activities by completing a facilities request as stated or may use areas of the campus that are equally available for use by students and the community. These areas are the Library Plaza and the Aguilar Patio on the Riverside Campus; the John J. Condures, Jr. Plaza on the Moreno Valley Campus; and the Science and Technology Plaza on the Norco Campus. If there is a conflict with the use of the specified area the ~~Campus Dean~~ Chief of Student Services Officer will arrange for an alternate site.

In compliance with California Code, expression which is obscene, libelous, or slanderous according to current legal standards, or which incites students as to create a clear and present danger of the commission of unlawful acts on community college premises, or the violation of lawful community college regulations, or the substantial disruption of the orderly operation of the

community college, shall be prohibited. (Ed. Code 76120).

Activities must not disrupt classroom instruction or other scheduled campus events. The sound associated with the activity must not exceed a volume of 65 decibels at a distance of 50 feet.

In compliance with California Penal Codes 602.1, 626.4, and 626.6 any person or persons in violation of the regulations listed above will be removed from college property and subject to the appropriate legal action.

~~June 9, 1998~~

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 6120,
Organization of the Associated Students of Riverside Community College

I. Authorization

In accordance with the Charter granted to the Associated Students of Riverside Community College (ASRCC) by the Board of Trustees of Riverside Community College District, the ~~President of the College~~ **Chief Educational Officer, (President/Provost)** will have responsibility for the effective functioning of the Associated Students' Government and its related organizations. Accordingly, the President of the College may exercise the power of veto on actions taken by the Associated Students.

In addition, the Board of Trustees retains the right to revoke the Charter of the Associated Students of Riverside Community College for reasons of misuse or neglect of said Charter.

II. Associated Students of Riverside Community College

The Associated Students of Riverside Community College is defined as those students who are currently enrolled students of the college.

III. Associated Students of Riverside Community College Constitution

The ASRCC Constitution will indicate the duties, areas of authority, and manner in which the Executive Board will govern the student body.

IV. Collecting and Dispensing Funds

The ASRCC Executive Board will be authorized to collect monies and dispense funds within the guidelines set forth in the Education Code and the policies of the Board of Trustees. An annual audit will be conducted by the District and the report transmitted to the ~~President of the College~~ **Chief Educational Officer, (President/Provost)**.

V. Registration of Student Organization

A. Membership

An organization in which active membership is limited to students and has an advisor who is a current full-time member of the teaching staff of the college may become a chartered student organization by complying with the chartering policy set forth in the ASRCC Constitution through the

authorization vested in it by the Board of Trustees. Campus organizations will be open to all students who are current “active” ASRCC members.

B. Compliance

Student organizations are required to comply with the chartering policies of the Associated Students, Board of Trustees and the Education Code and are subject to revocation of their charter or other discipline for violation of such policies or regulations.

C. Use of College Name

1. A student organization shall not use the name of the college or abbreviation (RCC) thereof, as part of its name, except upon the authorization of the ~~President of the College~~ **Chief Student Services Officer** or his/**her** designated representative.
2. A chartered organization may state that its membership is composed of students of the college, but shall not imply that it is acting on behalf of the college or with its approval or sponsorship.

D. Use of College Facilities

The ~~Vice President~~, **Chief Student Services Officer** or designee will issue campus regulations consistent with the Board of Trustees’ policy on the use of campus facilities permitting chartered organizations to use college facilities for meetings, recruiting participants, and posting and distribution of literature.

E. Advocacy

Chartered student organizations, and individual students may take positions on issues if they make clear in doing so that they are not representing the view of the college, the student government, or the students as a whole.

F. Charter of Student Government

“In recognition of the true democratic ideals of government of, by, and for the people through due process of representation, the Board of Trustees of Riverside Community College District does hereby grant this Charter bestowing upon the student body of the College the privileges, duties, and responsibilities of self-government. This government shall be represented and administered as specifically set forth in the constitution created and approved by the Associated Student Body. We, the Board of Trustees of Riverside Community College, do hold the ~~President of the College~~ **Chief Educational Officer, (President/Provost)** entirely accountable for the effective

functioning of the student government. Should the Associated Student Body fail at any time to fulfill its trust as a self-governing unit, the **President of the College Chief Educational Officer, (President/Provost)** may exercise the power to veto. Upon the recommendation of the President of the College, we the Board of Trustees, retain our right to revoke this charter, provided such recommendation shall be prompted by reason of misuse or neglect of said Charter.”

G. Organizational Fund Raising

Campus regulations shall permit fund raising by chartered student organizations on campus, when approved by the Associated Student Executive Board and the ~~campus Dean of~~ **Chief Student Services Officer**. Board regulations prohibit fund raising or appeals for funds on or off campus by students or others unless expressly authorized.

~~H. Distribution of Literature~~

~~Recognized campus organizations, students, faculty, or staff members may post, circulate or distribute literature on the campuses of Riverside Community College in accordance with existing laws and regulations.~~

~~All materials must include the name of the co-sponsoring organization or individual.~~

~~Obscene, lewd, vulgar, or profane materials are prohibited.~~

~~Literature that is libelous, slanderous, or in violation of copyright laws is prohibited.~~

~~Materials that express or advocate racial, ethnic, or religious prejudice that may incite students to commit acts that would disrupt the orderly operation of the college are prohibited.~~

~~Materials may not be forced upon people, nor may the distributor use sound equipment, or in any way harass passersby.~~

~~Advertising on campus by off-campus or commercial interests is prohibited by the California Education Code. Approved clubs/organizations may host commercial entities in conjunction with a fund raising activity. Fund raising events must be preapproved in accordance with District policies and regulations.~~

~~1. Distribution. Regularly enrolled RCC students or staff who wish to distribute literature must make an application at the office of the~~

~~campus Dean of Student Services. This must be done prior to distribution or circulation.~~

~~Distribution of literature may take place on campus between the hours of 8 a.m. and 9 p.m. only, Monday through Friday.~~

~~Distribution of materials shall be confined to the outdoor area between the King Library and the Bradshaw Student Center and the inner area of the Quadrangle on the Riverside Campus; the covered patio area adjacent to the Tigers' Den on the Moreno Valley Campus; and the outdoor patio area outside the Tigers' Den on the Norco Campus.~~

~~Money transactions will not be permitted without prior approval of the campus Dean of Student Services.~~

~~On days that special outdoor programs are planned, an alternate location for distribution will be arranged.~~

- ~~2. — Posting. Only RCC or RCC club related materials may be posted on bulletin boards and other authorized areas. Flyers must have the approval stamp of the campus Student Activities Office.~~
- ~~3. — Regulations. No materials should be posted on any glass, windows, mirrors, doors, buildings, trees, wood or plaster interior or exterior walls. Thumb tacks must be used to post materials on bulletin boards. Posted materials must not obscure previously posted items. All materials will be reviewed at the end of each month and/or at such time as deemed necessary by the campus Dean of Student Services.~~

H. Distribution of Literature Procedure/Commercial Advertising Policy

Recognized campus organizations, students, faculty, staff members, or citizens may post, circulate or distribute literature on the Riverside Community College campus in accordance with existing laws and regulations. All materials must include the name of the co-sponsoring organization or individual.

Obscene or lewd materials are prohibited. Literature that is libelous or slanderous is prohibited. Materials or speech that may cause people to disrupt the orderly operation of the college are prohibited.

Materials may not be forced upon people, or in any way harass passersby. A table may be requested through Facilities or the party may provide their own table from which distribution of flyers, pamphlets, etc., can be dispersed.

All advertisements materials which advertise illegal substances, as identified by the laws of the United States and/or the State of California, are prohibited. (Education Code 76120). Selling merchandise, products, or services is prohibited on Riverside Community College District property. Approved clubs/organizations may host commercial entities in conjunction with a fund-raising activity. A contract and facilities request must be pre-approved by the ~~Dean of~~ Chief Student Services Officer at each campus or program location. Each commercial entity is allowed to be on campus a total of ten days per semester.

I. Posting of Literature

Materials may be posted on bulletin boards and other authorized areas. Posted materials will be approved for a ten-day period by the ~~Dean of~~ Chief Student Services Officer of each campus or program location to prevent litter and overcrowding. The approval process is content neutral and only ensures that the literature will not be removed before the ten-day posting period expires.

Only ten (10) flyers and two (2) posters will be approved for a maximum of ten (10) school days.

No materials should be posted on glass, windows, mirrors, doors, buildings, trees, wood, plaster interior, or exterior walls. Thumbtacks must be used to post materials on bulletin boards. Posted materials must not obscure previously posted items.

~~June 9, 1998~~

RIVERSIDE COMMUNITY COLLEGE
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-1-b

Date: November 15, 2005

Subject: Agreement with The Lamar Companies

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and The Lamar Companies. This agreement will provide marketing services to the communities of Norco, Moreno Valley, and Riverside. The marketing design has been approved by Jim Parsons, Associate Vice Chancellor of Public Affairs and Institutional Advancement, for the purpose of promoting attendance to Riverside Community College District and to inform these communities that financial assistance is available when determined eligibility exists. The Student Financial Services office proposes utilization of The Lamar Companies billboard services during the months of December 1, 2005, through March 31, 2006, for an amount not to exceed \$35,930.00. These dates are critical for future attendance as well as for deadline information for financial assistance. The bulletin boards will be maintained by Lamar. Funding source: Board Financial Assistance Program (BFAP) Augmentation Grant.

The agreement has been reviewed by Ed Godwin, Director of Administrative Services, and Dr. Linda Lacy, Vice Chancellor of Student Services and Operations.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from December 1, 2005, through March 31, 2006, for an amount not to exceed \$35,930.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Eugenia Vincent
District Dean of Student Financial Services

San Bernardino/Riverside
 108 N. Waterman Avenue
 San Bernardino CA 92408
 909-888-0018
 909-888-6588 FAX



November 16,
 Date: 2005
 New/Renewal: NEW

Bulletin Contract

Lamar ID No. 259 307650

Customer Name: Riverside Community College District Advertiser: Riverside Community College District
 Street Address: 4800 Magnolia Avenue Cust. A/C #: _____ Nat'l/Local: LD
 Mailing Address: _____ Zip: _____ Design: Student Financial Services
 City: Riverside State: CA Zip: 92506 Vinyl: _____ Sections: _____
 Phone: 951 222-8719 Term: Various Months Start Date: Dec 01 2005
 Fax: 951 222-8006 Contact Person: Eugenia Vincent
 Email: eugenia.vincent@rcc.edu Rotary/Perm: Permanent

THIS INFORMATION FOR OFFICE USE ONLY			
Billing Start Date:	<u>12/1/2005</u>	Billing End Date:	<u>3/31/2006</u>
Monthly Billing Rate:	<u>\$10,000.00</u>	Commission:	<u>0.000%</u>
Product Code:	<u>34</u>	Political:	_____ Co-op: _____
Account Exec. Code:	<u>JXU3145</u>	P.O.P.	<u>Yes</u>
		Nat'l Contract No.	_____
		Split Billing:	_____

Panel No:	Market Code:	Location Description:	Size of Bulletin:	Illum:	Price Per Month:
31381	4	60 Hwy SL 1/2 mi W/o Heacock, Moreno Valley, (EF)	14'x48'	Yes	\$6,500.00
		*(12/1/05 - 2/28/06) 3 Months			
60046	4	60 Hwy NL .1 mi W/o Van Buren, Mira Loma (WF)	10'x30'	Yes	\$3,500.00
		*(12/1/05 - 3/31/06) 4 Months			

The terms on the second page are part of this contract.

Advertiser authorizes and instructs The Lamar Companies to display in a good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay The Lamar Companies all contract amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions contained on both pages of this contract.

The undersigned representative or agent of Advertiser hereby warrants to The Lamar Companies that he/she is the representative of the Advertiser and is authorized to execute this contract on behalf of Advertiser.

ACCOUNT EXECUTIVE: Janet Underdown
 CUSTOMER/ADVERTISER: Riverside Community College District
 DATE: _____

COMPANY: San Bernardino/Riverside
 BY: _____
 CUSTOMER/ADVERTISER SIGNED BY
Dr. James Buisse

This contract is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Outdoor Advertising Company.
 ACCEPTED: _____ THE LAMAR COMPANIES
 DATE: _____ BY: _____

GENERAL MANAGER
Randy Straub

AGENCY

The agency representing this Advertiser in this contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

Agency: Not Applicable Cust A/C : _____ Nat'l/Local: LD
 Date: _____ Street Address: _____
 By: _____ Mailing Address: _____
 Signed By: _____ City: _____ State: _____ Zip: _____
 Contact: _____ Email Address: _____
 Phone: _____ Fax: _____

San Bernardino/Riverside
 108 N. Waterman Avenue
 San Bernardino CA 92408
 909-888-0018
 909-888-6588 FAX

THE **LAMAR** COMPANIES
 Commercial Contract

Date 11/16/05
 New/Renewal NEW

Lamar ID No. 259 755476

Customer Name: Riverside Community College District Advertiser: Riverside Community College
 Street Address: 4800 Magnolia Avenue Cust. A/C #: _____ Nat'l/Local: LD
 Mailing Address: _____ Zip: _____ Design: Student Financial Services
 City: Riverside State: CA Zip: 92506 Vinyl: _____ Sections: _____
 Phone: _____ Other: _____
 Fax: _____ Contact Person: Eugenia Vincent
 Email: _____

THIS INFORMATION FOR OFFICE USE ONLY			
Billing Start Date:	<u>11/25/05</u>	Billing End Date:	<u>11/25/05</u>
Monthly Billing Rate:	<u>\$2,430.00</u>	Commission:	<u>0.000%</u>
Product Code:	<u>34</u>	Political:	_____
Account Exec. Code:	<u>jxu3145</u>	Split Billing:	_____
		Nat'l Contract No.:	_____
		Dept.:	_____
		Co-op:	_____

Mkt.Code	Frequency	Description	Amount
4		Vinyl Production & Installation (panel #31381)	\$1,680.00
		(Panel #60046)	\$750.00

The terms on the second page are part of this contract.

Advertiser authorizes and instructs The Lamar Companies to display in a good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay The Lamar Companies all contract amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions contained on both pages of this contract.

The undersigned representative or agent of Advertiser hereby warrants to The Lamar Companies that he/she is the representative of the Advertiser and is authorized to execute this contract on behalf of Advertiser.

ACCOUNT EXECUTIVE: Janet Underdown Riverside Community College
 CUSTOMER/ADVERTISER
 DATE: _____

COMPANY: San Bernardino/Riverside BY: _____
 CUSTOMER/ADVERTISER SIGNED BY
 Dr. James Buysse

This contract is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Outdoor Advertising Company.
 ACCEPTED: _____ THE LAMAR COMPANIES
 DATE: _____ BY: _____

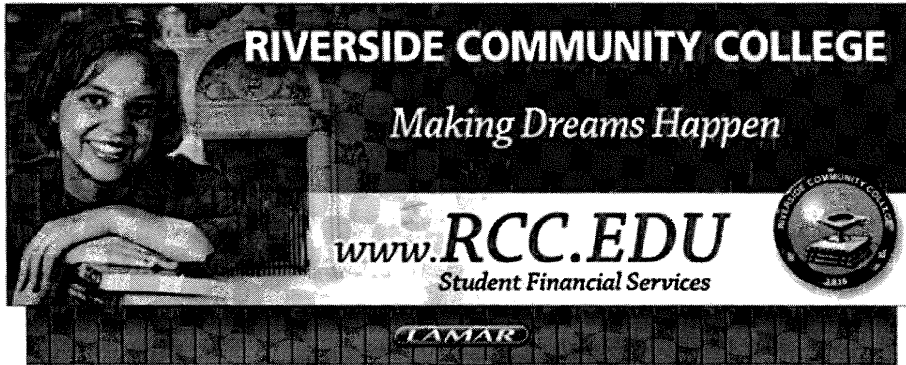
GENERAL MANAGER
 Randy Straub

AGENCY

The agency representing this Advertiser in this contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

Cust A/C : _____ Nat'l/Local: LD
 Agency: N/A Street Address: _____
 Date: _____ Mailing Address: _____
 By: _____ City: _____ State: _____ Zip: _____
 Signed By: _____ Email Address: _____
 Contact: _____ Phone: _____ Fax: _____

VERY IMPORTANT
TO ORDER USE THIS ID#: 760523d



Special Notes:



© THIS DESIGN WAS CREATED BY LAMAR ADVERTISING
AND CANNOT BE USED FOR ANY OTHER ADVERTISING
PURPOSES WITH OUT WRITTEN PERMISSION.

Product Size: 10 x 30
Plant: san Bernardino
Artist: Jason Oberle
Thursday, August 11 2005
Friday, August 12 2005
Friday, August 12 2005
Tuesday, August 23 2005

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2-a

Date: November 15, 2005

Subject: Agreement with Al Yankee

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Al Yankee to provide orchestra management services for productions of Quilters, The Music Man, Smokey Joe's Cafe, and Musical #5, Evita. These services will be used by Performance Riverside for these four productions. The term of the agreement is November 16, 2005 through June 18, 2006, and includes a service fee of \$400.00 for each production for a total amount of \$1,600.00. 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 November 16, 2005 through June 18, 2006, for a total of \$1,600.00, 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
AL YANKEE

THIS AGREEMENT is made and entered into on this 16th day of November, 2005 by and between Al Yankee, 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. Orchestra Management for Riverside Community College District's Performance Riverside season productions with scheduled rehearsals and performances from November 16, 2005 through June 18, 2006.
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 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 November 16, 2005 through June 18, 2006.
5. Payment in consideration of this agreement shall not exceed \$1,600.00 payable after receipt of invoices after the close of each show:

Quilters	\$400.00 payable after 11/20/2005
The Music Man	\$400.00 payable after 2/19/2006
Smokey Joe's Cafe	\$400.00 payable after 4/9/2006
Evita	\$400.00 payable after 6/16/2006
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.
8. Consultant shall adhere to the rehearsal schedule set by the Producing Artistic Director and shall work under the supervision of the Producing Artistic Director. Consultant may not cancel or abbreviate any rehearsals without written permission from the Producing Artistic Director.
9. This contract may be cancelled by either party with 15 days advance notice in writing.

10.

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

Riverside Community College District

Al Yankee

James L. Buysse
Vice Chancellor, Administration and Finance

Al Yankee
Orchestra Manager

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-a

Date: November 15, 2005

Subject: Agreement with the Air Force Reserve, Civilian Personnel Flight, March Air Reserve Base

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and the Air Force Reserve, Civilian Personnel Flight, March Air Reserve Base. The District will provide training services related to Communication Skills. The term of the agreement is September 27, 2005 through June 30, 2006. Customized Solutions for Business and Industry will facilitate all aspects of the performance and required documentation. The service fee for 6 hours of training is \$1,500.00 plus materials. 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 September 27, 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, CIS, Economic Development
Linda Reifschneider
Director, Customized Solutions for Business and Industry

RIVERSIDE COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES AGREEMENT

This agreement is entered into this 27th day of September, 2005, between Riverside Community College District, hereinafter referred to as "District," and Air Force Reserve, Civilian Personnel Flight, March Air Reserve Base, 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 27, 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 27th day of September, 2005 between the Riverside Community College District and Air Force Reserve, Civilian Personnel Flight, March Air Reserve Base, 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: Communication Skills

Number of hours: 6

Schedule: October 4, 2005

Fee: \$ 1500 plus materials

Please provide us with your nine (9) - digit Employer Identification Number (EIN) or federal identification number: 31-1575142

Please provide us with the total number of employees: 12

District initials

Date

Contractor initials

Date

Bill to:

Patricia Shebest
Civilian Personnel Flight
452 MSG/DPC
1351 Graeber St.
March Air Reserve Base
Riverside, CA 92518

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-3-b

Date: November 15, 2005

Subject: Agreement with Dr. Mohammad Zahraee

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Dr. Mohammad Zahraee. Dr. Zahraee will work collaboratively with the Close the Gap Team to design a formative evaluation during the progress of the grant term and provide a summative evaluation upon completion. The term of the agreement is November 16, 2005 through March 31, 2008. The Center for Applied Competitive Technologies (CACT) will facilitate all aspects of the performance and required documentation. Total expenses will not exceed \$17,700.00. Funding source: Advanced Technology Education/National Science Foundation Grant.

The contractor 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. 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 November 16, 2005 through March 31, 2008, for an amount not to exceed \$17,700.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: John Tillquist
Dean, Business, CIS, Economic Development
Henry (Hank) Rogers
Director, Center for Applied Competitive Technologies

Independent Contractor Agreement
Between Riverside Community College District
And Dr. Mohammad Zahraee

This Agreement, entered into this November 16, 2005 between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Dr. Mohammad Zahraee, whose address is 3928 Littlestone Circle Naperville, Illinois 60564, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning November 16, 2005 and will continue in effect until March 31, 2008.

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 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. Project deliverables may not be used by the Contractor at any time without the express written consent of 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 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 Client.
- 7.05 **ADA/FEHA.** The Contractor recognizes that as a federal and state government contractor or subcontractor, Client 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

Mohammad Zahraee

James L. Buysse
Vice Chancellor, Administration and Finance

Independent Contractor

Date

Date

EXHIBIT A - SCOPE OF SERVICES, DELIVERABLES AND COMPENSATION

1. Formative Evaluation	Date of Deliverable	Criteria for Payment/Deliverable Upon RCCD Approval	Payment
<ul style="list-style-type: none"> • Work collaboratively with the Close the Gap team to design a formative evaluation for program improvement. Evaluation will address course content and activities and their relationship to project objectives and will be based on both SME and TAC/ABET criteria as a reference. • Formative evaluation results will be presented to the Principal Investigator semi-annually. Evaluator will visit the program as many as three times throughout the grant period at times agreed upon by the Evaluator and Principal Investigator. 	December 15, 2005	Formative evaluation design developed	\$2,000
	November 16, 2005 – March 31, 2008	Upon completion	\$900
		Upon completion	\$900
		Upon completion	\$900
	December 31, 2005	Presentation of formative evaluation results for program improvement;	\$2,250
	June 30, 2006	provide evaluation data for annual rpt.	
	Presentation of formative evaluation results for program improvement	\$2,000	
December 31, 2006	Presentation of formative evaluation results for program improvement;	\$2,250	
	provide evaluation data for annual rpt.		
Date of	Criteria for	Payment	

1. Formative Evaluation (Continued)	Deliverable	Payment/Deliverable Upon RCCD Approval	
	June 30, 2007	Presentation of formative evaluation results for program improvement	\$2,000
	December 31, 2007	Presentation of formative evaluation results for program improvement; provide evaluation data for annual report.	\$2,250
2. Summative Evaluation			
<ul style="list-style-type: none"> • Complete summative evaluation for a measure of project effectiveness 	March 31, 2008	Final summative evaluation report; provide data for final report.	\$2,250
Not to Exceed			\$17,700.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-c

Date: November 15, 2005

Subject: Agreement with Fisher Center for Real Estate and Urban Economics, Haas School of Business, University of California, Berkeley

Background: Attached for the Board's approval is an agreement between Riverside Community College District and 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. These consultation services will be provided for a fee not to exceed \$35,000.00. The term of the agreement is from November 16, 2005 through June 30, 2006. Funding source: the 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, 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, from November 16, 2005 through June 30, 2006, for a fee not to exceed \$35,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: John Tillquist
Dean, Business, CIS, 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 16th day of November 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 November 16, 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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-4-a

Date: November 15, 2005

Subject: Agreement with Yosemite Community College District

Background: Presented for the Board's review and consideration is a renewal of an existing agreement between Riverside Community College District and Yosemite Community College for the Child Development Training Consortium Program. RCCD has participated in the Child Development Training Consortium Program since 1991. This program allows reimbursement for college tuition to Riverside Community College District students working toward the California State Child Development Permit, who successfully complete permit applicable coursework while concurrently employed in an early childhood program in the community. The contract is for 600 units of college credit, training for 31 Professional Growth Advisors, and a stipend for a Campus Coordinator in the amount of \$16,261.00. This renewal is effective August 1, 2005 through June 30, 2006. Funding source: Early Childhood Studies Consortium Grant.

The personnel involved in the control of this contract 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. Last year's agreement was reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director of Administrative Services, for the November 16, 2004, Board meeting. This year's agreement contains no material changes from the one previously reviewed.

Recommended Action: It is recommended that the Board of Trustees ratify the Agreement, from August 1, 2005 through June 30, 2006, in the amount of \$16,261.00, 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 Education

CHILD DEVELOPMENT TRAINING
CONSORTIUM 2005-2006 INSTRUCTIONAL
AGREEMENT AGREEMENT NUMBER 05-4165

This Agreement is made and entered into this 1st day of August 2005, by and between the Yosemite Community College District, Child Development Training Consortium, hereafter called the YCCD/CDTC, and Riverside Community College District hereafter called the CONTRACTOR.

WITNESSETH: That the CONTRACTOR for and in consideration of the covenants, conditions, agreements, and stipulations of the YCCD/CDTC hereinafter expressed, does hereby agree to furnish to the YCCD/CDTC services as follows:

I. STATEMENT OF WORK

- A. The CONTRACTOR will designate a Campus Coordinator. The Campus Coordinator will be responsible to prepare and submit all required reports, coordinate all Consortium activities for the CONTRACTOR, and be readily available to assist students enrolling in the program. The Campus Coordinator is expected to attend two (2) YCCD/CDTC sponsored meetings at YCCD/CDTC expense. The YCCD/CDTC must be notified in writing within fifteen (15) calendar days of any change in Campus Coordinators.
- B. The CONTRACTOR will generate up to 600 units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit. Enrolled units must be completed between July 1, 2005, and June 30, 2006. Physical education courses and general work experience courses are excluded. Child development work experience and remedial courses are included.
- C. The CONTRACTOR will be paid for training a maximum of 31 Professional Growth Advisors using YCCD/CDTC supplied training resources. Advisors must be trained between August 1, 2005, and June 30, 2006.
- D. The CONTRACTOR will be paid for sponsoring a maximum of one Professional Growth Advisor networking sessions between August 1, 2005, and June 30, 2006.
- E. The CONTRACTOR will make good faith efforts to recruit and employ qualified faculty who reflect the ethnic makeup of the student population.
- F. The CONTRACTOR will provide appropriate community college courses, which:
 - 1. Meet the requirements of the Child Development Permit Matrix (included in this Agreement as Appendix A) and/or childcare licensing regulations.
 - 2. Are degree or certificate applicable?

3. Are offered for credit with the possible exception of remedial courses.
4. Are transferable whenever possible.
5. Are available to family child care providers and employees of childcare/development programs serving infants through school-age children.
6. Are responsive to local community needs.

The CONTRACTOR will enroll students who meet the YCCD/CDTC eligibility criteria, numbered 1 through 5 below. Student eligibility must be verified each semester/term using the Participant Profile.

1. Student must be seeking a new or maintaining a currently held Child Development Permit, AND
2. At the time of enrollment, the student must be employed by a childcare/development program including licensed family childcare and out-of-school care. Center-based programs must be licensed or eligible for an exemption according to Department of Social Services (DSS) regulations. Employment in a kindergarten classroom is also acceptable, AND
3. Student employment must directly benefit children and/or families. The employment experience must be acceptable to the California Commission on Teacher Credentialing for purposes of obtaining a Child Development Permit, even if experience is not required for the permit, AND
4. Student must work in the state of California.
5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home childcare providers are not eligible.

The CONTRACTOR will enroll eligible students according to the following three priorities:

California Department of Education, Child Development Division (CDE/CDD) Priorities for Enrollment:

Priority 1 Employees of all direct-funded CDE/CDD programs including center-based programs and family childcare network programs or center-based programs with satellite family childcare providers. This also includes co-located Head Start Programs.

Priority 2 Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services.

Priority 3 Employees of all other programs including center-based and licensed family childcare homes.

Within each priority group listed above, priority will be given to students fulfilling the requirements for an Assistant or Associate Teacher or Teacher Child Development Permit.

Local Priorities for Enrollment

The local YCCD/CDTC Advisory Committee may establish additional priorities. However, the CDE/CDD priorities listed above must be met before local priorities can be implemented. Local priorities are encouraged to meet local needs within the context of the CDE/CDD priorities.

The CONTRACTOR will establish a new or use an existing Advisory Committee to solicit input on local needs, courses to be offered and approve the student eligibility and payment policies.

1. The Advisory Committee will make a good faith effort to represent the local child care labor market by including the following program representatives:

the Campus Coordinator; one community college child development instructor; one family childcare provider; one representative of a childcare program funded by the California Department of Education, Child Development Division (CDE/CDD); one representative of a private-for-profit childcare program; one representative of a private-non-profit childcare program; one representative of the local Resource and Referral program;

one college student majoring in child development; one representative from the Local Childcare and Development Planning Council; and one representative from the county-level Children and Families Commission, and one representative from the local Childcare Retention Incentive (CRI) program (i.e. CARES and/or AB212).

2. The Advisory Committee will meet a minimum of once each semester/term.
3. Both meetings must be properly documented with agendas and minutes, which must be submitted with the Year-End Report.

The CONTRACTOR will complete an annual needs study of the local service area to determine the greatest needs of individuals seeking new or maintaining currently held Child Development Permits. Information collected should include:

1. Description of eligible students to be served
2. Special circumstances or unique challenges and characteristics of eligible students
3. Description of agencies/programs that will benefit

4. Area strengths
5. Area needs
6. Description of most needed courses including topics, times, locations and preferred language of instruction.

The CONTRACTOR will provide student grade documentation to YCCD/CDTC upon request for audit purposes.

- L. The CONTRACTOR will ensure that all required reports and documents are submitted to YCCD/CDTC by the due dates specified. Report titles and due dates are included in this Agreement as Appendix B - 2005-2006 Required Reports and Time Lines. All reports should be submitted to the Child Development Training Consortium, 1620 North Carpenter Road, Suite C-16, Modesto, CA 95351.
- M. The CONTRACTOR will ensure that no full-time equivalent (FTE) will be collected for courses that are funded with YCCD/CDTC funds.

PERIOD OF PERFORMANCE

The term of this Agreement shall be from August 1, 2005, to and including July 31, 2006. Enrolled units must be completed between July 1, 2005, and June 30, 2006. Professional Growth Advisor trainings and networking sessions must be completed between August 1, 2005, and June 30, 2006. All allowable expenditures must be encumbered by July 31, 2006.

BUDGET AND ALLOWABLE EXPENSES

- A. By October 21, 2005, a 2005-2006 budget based on the funding authorized in this Agreement must be on file with the YCCD/CDTC. A YCCD/CDTC supplied format must be used.
- B. The CONTRACTOR will submit a revised budget to the YCCD/CDTC for approval when anticipated expenses in a major expense category (direct services, support services, or administration) exceed the approved budget by more than ten percent (10%).
- C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the Campus Coordinator Handbook on page 48. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.
- D. The CONTRACTOR will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program. Approved CDE rates are available in the Campus Coordinator Handbook on page 52.
- E. The CONTRACTOR will not expend YCCD/CDTC funds on food, equipment, donations, or gifts. Equipment is defined as a fixed asset that does not lose its identity when removed from its location and is not changed materially or consumed immediately

(typically, within a year) by use. Equipment has relatively permanent value and its purchase increases the value of the physical property such as furniture, vehicles, machinery, computers and furnishings that are not integral parts of the building or the building system.

- F. If the CONTRACTOR demonstrates a consistent pattern of under-generating its contracted number of units, the number of contracted units may be reduced in subsequent years.

IV. PAYMENT FOR SERVICES

- A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount not to exceed \$16,216.00. The amount of total payments to the CONTRACTOR will be the lesser of program earnings, the amount authorized by this Agreement, or actual expenditures. Any over-payments of more than \$100.00 made by YCCD/CDTC to the CONTRACTOR must be refunded to YCCD/CDTC by July 31, 2006. Checks should be made payable to YCCD.
- B. The CONTRACTOR will be paid \$25.00 per enrolled unit of course work, which meets requirements of the Child Development Permit Matrix and/or childcare licensing regulations to the maximum stated in Paragraph IB. Units for physical education and general work experience classes are excluded. Units for remedial courses and child development work experience are included.
- C. The CONTRACTOR will be paid \$36.00 per trained Professional Growth Advisor, who meets the eligibility criteria established by the California Commission on Teacher Credentialing, to the maximum stated in Paragraph 1C.
- D. The CONTRACTOR will be paid \$100.00 per Professional Growth Advisor networking session, to the maximum stated in Paragraph ID.
- E. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of properly completed documentation including an original 2005-2006 Participant Profile for each enrolled student for each semester/term, and/or an original Professional Growth Advisor Registration card for each trained and qualified advisor. Networking session payments will be based on original meeting documentation including agenda, sign-in sheets, and participant evaluations.
- F. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.
- G. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The final expenditure report is due no later than July 31, 2006.

V. RETENTION OF RECORDS AND AUDITS

The CONTRACTOR will retain all programmatic and fiscal records for a minimum of five (5) full years from the date of final payment under this Agreement. The CONTRACTOR will make these records available to YCCD/CDTC upon request for audit purposes during the progress of the work and for five (5) years following final payment. The federal audit number for this project is 93.575042.

VI. CONTRACT AMENDMENTS

This Agreement may be amended with mutual written consent of both parties and the approval of the California Department of Education, Child Development Division.

VII. 30 DAY TERMINATION NOTICE

It is mutually agreed that either party may terminate this Agreement by giving thirty (30) calendar days advance written notice.

VIII. FUND AVAILABILITY

Funding of this Agreement is contingent upon appropriation and availability of funds from the California Department of Education, Child Development Division. The YCCD/CDTC is funded with federal Childcare and Development Quality Improvement funds.

IX. NONDISCRIMINATION CLAUSE

- A. During the performance of this Agreement, CONTRACTOR will not unlawfully discriminate, harass, or allow harassment against any employee or student because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), sexual orientation, or marital status. CONTRACTOR will ensure that the evaluation and treatment of employees and student participants are free from such discrimination and harassment.
- B. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder.
- C. By signing this Agreement, the CONTRACTOR ensures that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability.

X. INDEPENDENT CONTRACTORS

It is understood that this is an Agreement by and between independent contractors and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture.

XI. HOLD HARMLESS CLAUSE

Both the CONTRACTOR and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, and the officers, employees, boards, volunteers, and agents of the other party from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the parties to this Agreement or the activities of either party's boards, officers; agents, employees, or volunteers. Each party further agrees to waive all rights of subrogation against the other party. The provisions of this indemnity agreement do not, however, apply to any damages or losses caused by the negligence of the other party or any of its officers, employees, boards, volunteers, or agents.

XII. ACKNOWLEDGMENT

The CONTRACTOR will acknowledge the support of the YCCD/CDTC when publicizing the work performed under this Agreement. Materials developed with funds from this Agreement shall contain an acknowledgment of the use of federal Childcare and Development Quality Improvement funds received from the California Department of Education, Child Development Division.

XIII. DRUG-FREE WORKPLACE

The CONTRACTOR certifies compliance with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace.

XIV. NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL AGREEMENT

A. If the CONTRACTOR fails to fulfill the terms of this Instructional Agreement, the CONTRACTOR will be placed on informal probation for the period of one year. If the CONTRACTOR fails to fulfill the terms of the Instructional Agreement while on informal probation, a Probationary Instructional Agreement will be issued in the second year. If the CONTRACTOR fails to fulfill the terms of the Probationary Instructional Agreement, no further Instructional Agreements will be issued to CONTRACTOR

AGREED TO BY:

CONTRACTOR Authorizing Signature	
Printed Name of Person Signing:	Dr. James Buysse
Title of Person Signing:	Vice Chancellor, Administration & Finance
Date:	

Yosemite Community College District

Authorizing Signature:	
Printed name and Title of Person Signing:	Teresa Scott, Executive Vice Chancellor / Fiscal Services, YCCD
Date:	

Attachments for reference: Appendix A – Child Development Permit Matrix
Appendix B – 2005-2006 Required Reports and Timelines

For CDTC Use Only:	Date Rcvd: _____ To D.O. _____ From: D.O. _____ T0: CONTRACTOR _____
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Child Development Permit Matrix -with Alternative Qualification Options Indicated					
Permit Title	Education Requirement (Option 1 for all permits)	Experience Requirement (Applies to Option 1 Only)	Alternative Qualifications (with option numbers indicated)	Authorization	Five Year Renewal
Assistant (Optional)	Option 1: 6 units of Early Childhood Education (ECE) or Child Development (CD)	None	Option 2: Accredited HERO program (including ROP)	Assist in the care, development, and instruction of children in a childcare and development program under the supervision of an Associate Teacher or above.	105 hours of professional growth*****
Associate Teacher	Option 1: 12 units ECE/CD including core courses**	50 days of 3+hours per day within 2 years	Option 2: Child Development Associate (CDA) Credential. CDA Credential must be earned in California	May provide service in the care, development, and instruction of children in a childcare and development program; and supervise an Assistant Permit holder and an Aide.	Must complete 15 additional units toward a Teacher Permit. Must meet Teacher requirements within 10 years.
Teacher	Option 1: 24 units ECE/CD including core courses** plus 16 General Education (GE) units*	175 days of 3+ hours per day within 4 years	Option 2: AA or higher in ECE/CD or related field with 3 units supervised field experience in ECE/CD setting	May provide service in the care, development, and instruction of children in a childcare and development program, and supervise all above.	105 hours of professional growth*****
Master Teacher	Option 1: 24 units ECE/CD including core courses** plus 16 GE units* plus 6 specialization units plus 2 adult supervision units	350 days of 3+hours per day within 4 years	Option2: BA or higher with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting	May provide service in the care, development, and instruction of children in a childcare and development program, and supervise all above. Also may serve as a coordinator of curriculum and staff development in a childcare and development program.	105 hours of professional growth*****

Site Supervisor	<i>Option 1:</i> AA (or 60 units) including: • 24 ECE/CD units with core courses** • 16 GE units* • 6 administration units • 2 adult supervision units	350 days of 3+hours per day within 4 years including at least 100 days of supervising adults	<i>Option 2:</i> BA or higher with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; or Option 3: Admin. credential ***with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; or Option4: Teaching credential**** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting	May supervise a childcare and development program operating at a single site; provide service in the care, development, and instruction of children in a childcare and development program; and serve as coordinator of curriculum and staff development.	105 hours of professional growth*****
Program Director	<i>Option 1:</i> BA or higher including: • 24 ECE/CD units with core courses** • 6 administration units • 2 adult supervision units	Site Supervisor status and one program year of Site Supervisor experience	<i>Option 2:</i> Admin. credential *** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; or Option 3: Teaching credential**** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting, plus 6 units administration; or Option 4: Master's Degree in ECE/CD or Child/Human Development	May supervise a childcare and development program operated in a single site or multiple-sites; provide service in the care, development, and instruction of children in a childcare and development program; and serve as coordinator of curriculum and staff development.	105 hours of professional growth*****
<p>NOTE: All unit requirements listed above are semester units. All course work must be completed with a grade of C or better. Spanish & Chinese translations available. *One course in each of four general education categories, which are degree applicable: English/Language Arts; Math or Science; Social Sciences; Humanities and/or Fine Arts. **Core courses include child/human growth & development; child/family/community or child and family relations; and programs/curriculum. You must have a minimum of three semester units or four-quarter units in the core areas of child/human growth & development and child/family/community. ***Holders of the Administrative Services Credential may serve as a Site Supervisor or Program Director. ****A valid Multiple Subject or a Single Subject in Home Economics. *****Professional growth hours must be completed under the guidance of a Professional Growth Advisor. Call (209) 572-6085 for assistance in locating an advisor. 8/04</p>					

This matrix was prepared by the Child Development Training Consortium, www.childdevelopment.org. Call (209) 572-6080 for a permit application.
 mm/24-Aug-04/Child Development Permit Matrix.doc

Appendix B

Child Development Training
 Consortium 2005-2006 Required
 Reports and Time Lines

Instructional Agreement	As soon as possible
Professional Growth Advisor Project Training/Networking Documentation	Within two weeks following the Training/networking sessions.
Participant Profiles and Transmittal Summary and Detail Sheets	Summer '05 Term: September 9, 2005 Fall '05 Term: October 21, 2005 Winter/Spring
Student Evaluation Composite	Summer '05 Term: September 9, 2005 - Fall '05 Term: February 10, 2006
2005-2006 Program Budget	October 21, 2005
Student Eligibility and Payment Policies	December 2, 2005
Coordinator Invoice	Summer/Fall '05 Term: February 10, 2006 Winter/Spring '06 Term: July 31, 2006
Child Development Instructional Staff Profile Composite	March 17, 2006
Course Offering Matrix of Non-Traditional Child Development and CDTC Funded	March 17, 2006
2006-2007 Designation of Campus Coordinator and Agreement Specifications	June 29, 2006
Year-End Report Narrative	July 14, 2006
Final Expenditure Report	July 31, 2006

dh/3-Aug-05/Required Reports and Time Lines

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-4-b

Date: November 15, 2005

Subject: Agreement with San Francisco Community College District

Background: Presented for the Board's review and consideration is a renewal of an existing agreement between Riverside Community College District and San Francisco Community College District (SFCCD). The agreement provides RCCD an opportunity to operate a California Mentor Program for Early Childhood professionals by providing grant funding from the California State Department of Education (Resolution 050428-B12). The Mentor Program provides funding to place RCCD Early Childhood Studies interns in practicum experiences in community early childhood programs. The term of this agreement is September 1, 2005 through June 30, 2006. Funding source: No cost to District.

Last year's agreement was reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director of Administrative Services and was approved at the December 14, 2004. Board meeting. This year's agreement contains no material changes from the one previously reviewed.

Recommended Action: It is recommended that the Board of Trustees ratify the Agreement, from September 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: Irv Hendrick
Dean of Education
Debbie Whitaker-Meneses
Associate Dean, Early Childhood Education

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

AGREEMENT

CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

This Agreement, dated for reference purposes only, September 1, 2005, is entered into by and between: the San Francisco Community College District (SFCCD), hereinafter known as the "District" on behalf of its California Early Childhood Mentor Program hereinafter known as the "Mentor Program" and Riverside Community College/Riverside Community College District, hereinafter known as "Contractor".

This agreement is entered into pursuant to San Francisco Community College District Board of Trustees Resolution No. 050428-B12.

Appropriation or Grant Number 93:575

RECITALS:

Whereas, the San Francisco Community College District has applied for and has received a grant from the California State Department of Education (Resolution 050428-B12) for the purposes of operating a Mentor Program; and

Whereas, the SFCCD has received authorization from its Board of Trustees to enter into agreements with California community colleges to provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

Now, therefore, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on September 1, 2005 and terminate June 30, 2006 except as otherwise set forth in this agreement.
2. **SERVICES TO BE RENDERED BY CONTRACTOR:** The services to be rendered are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.
3. **PAYMENT:** Invoice to be submitted and payment as a stipend to be made by District to Contractor shall be as set forth in Attachment A.

4. **INDEPENDENT CONTRACTOR:** The parties agree that with regard to this Agreement, Contractor is an independent contractor and not an employee of the District.

Any terms in this Agreement or its attachments referring to direction from the District shall be construed as providing for direction as to policy and the result of work only, and not as to the means by which such a result is obtained.

5. **EXPENSES FOR EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** Contractor shall supply, at no cost or charge to District, all equipment, tools, materials, and/or supplies to accomplish the services agreed to be performed unless otherwise provided in this agreement; District shall not be liable to Contractor for any expenses paid or incurred by Contractor not provided for in this agreement unless otherwise agreed to in advance in writing.

6. **ASSIGNMENT:** Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.

7. **TERMINATION:** District may terminate this Agreement for District's convenience and without cause at any time by giving the other parties written notice of such termination. The notice shall specify the date upon which the termination becomes effective. In the event of such termination, Contractor shall be paid for his/her services that have been performed to the satisfaction of the District under this Agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.

8. **WRITTEN NOTICE:** All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties.

Any party by a written notice to the other parties may change the address of notice or the names of the persons or parties to receive written notice.

9. **GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in San Francisco.

10. **SEVERABILITY:** If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

11. **NON-WAIVER:** The failure of any party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. **NO AUTHORITY TO BIND DISTRICT:** Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create the relationship of agent, servant, employee, partnership, or joint venture with the District.

13. **AMENDMENTS:** No amendment to this Agreement shall be effective unless it is in writing and signed by all parties.

14. **CONFLICT OF INTEREST:** Contractor states that it is familiar with provisions of Section 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information.

15. **DAMAGES:** Contractor shall be responsible for any and all damages resulting in whole or in part from Contractor's acts or omissions.

16. **INDEMNIFICATION:** Contractor shall defend and indemnify and hold harmless the District, its officers, and/or its employees from any and all claims, loss, damage injury and liability of every kind, nature and description including those from or on behalf of employees of the Contractor, arising directly or indirectly from Contractor's performance of this Agreement, including but not limited to, the use of facilities or equipment provided by District or others, regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on District, its officers, and/or its employees except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such claim, loss, damage, injury or liability is the result of the sole negligence or sole willful misconduct of District, its officers, and/or its employees.

Contractor specifically acknowledges and agrees that it has an independent obligation to defend the District, its officers, and/or its employees from any claim which actually or potentially falls within this indemnification provision even if such claim is or may be groundless, fraudulent, or false.

Contractor's obligations under this section 16 shall survive the termination of this Agreement.

17. **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor shall keep informed of all laws and governmental regulations that may affect its obligations. It shall observe and comply with, and shall cause all its agents, employees, consultants, and subcontractors to observe and

comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to be performed under this Agreement.

18. **LIABILITY OF DISTRICT:** District's obligations under this Agreement shall be limited to the payment of the compensation as provided for in Section 3 of this Agreement but shall also include activities as provided for in Attachment A. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

19. **NON-DISCRIMINATION CLAUSE:**

(a) During the performance of this Agreement, District and Contractor shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. District and Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. District and Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full. District and Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

20. **ENTIRE AGREEMENT/MODIFICATION:** This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate on the date specified immediately adjacent to their signatures below.

"District"

"Contractor"

By: _____
Signature of SFCCD person authorized to execute Agreement.

By: _____
Signature

Print Name: Peter Goldstein

Print Name: James L. Buysse

Title: Vice Chancellor of Administration and Finance

Title: Vice Chancellor, Administration and Finance

Date: September 1, 2005

Riverside Community College District
Address: 4800 Magnolia Avenue
Riverside, CA 92506

Date: _____

Recommended By:

Signature _____

Print Name: Linda Olivenbaum

Title: Director, California Early Childhood Mentor Program

Address: 50 Phelan Avenue
San Francisco, CA 94112

Date: September 1, 2005

Approved as to Form by: Ronald Lee, General Counsel



Attachment A
Riverside Community College/ Riverside

Community College District
September 1, 2005 – June 30, 2006

- A. San Francisco Community College District on behalf of the California Early Childhood Mentor Program shall provide the following resources for implementation of the Contractor's program; subject to the District's approval:
1. Updated materials and assistance to facilitate implementation of the program including a Program Manual, an In-Service Training Resource Guide, reporting forms and one-on-one technical assistance.
 2. Travel expenses for the Contractor's Local Coordinator to attend two statewide meetings to discuss program elements, the status of implementation and materials. Travel expenses must be within state guidelines and limits as specified in the Program Manual (Section 4-E) as may reasonably be revised by the District.
 3. \$3168 for instructional costs related to the offering of a Mentor Seminar, a Director Seminar, and a Mentor Teacher/Adult Supervision Course as currently described in the Program Manual (Section 3-A) and as may reasonably be revised by the District.
 4. \$3,200 for the Contractor's Local Coordinator to implement and develop the program, arrange for the course offering, recruit prospective Mentors, appoint a Selection Committee, coordinate the selection process, place student teachers with Mentors and approve Post-Practicum, Individual Student Mentoring, Mentoring Record, and Director Placements. The Contractor's Coordinator may be paid directly by the San Francisco Community College District in the sole discretion of the District. The District reserves the right to withhold and/or reduce the Coordinator payment if responsibilities listed in Section B are not fulfilled in a timely manner.
 5. Up to \$2,000 for a \$200 honorarium per person for up to 10 Selection Committee Members to review candidates' applications, visit and evaluate candidates' teaching practices and classroom environment with the appropriate Harms and Clifford scale, review documentation of administrative expertise, check references and make final decisions on qualified classroom Mentors and Director Mentors. Committee Members

may be paid directly by the San Francisco Community College District in the sole discretion of the District.

6. Full stipend support for 9 Mentors or, in the case where the Coordinator chooses to select Mentors in addition to this total number, \$9,720 in stipend support to be allocated by the Local Coordinator. All stipends will be paid directly by the San Francisco Community College District and calculated according to the formula and procedures currently described in the Program Manual (Sections 3-1, 3-O, 3-Q, 3-S, 3-T, 3-U, and 4-J) and as may reasonably be revised by the District.
 7. 1 Post-Practicum Stipend(s) to support Mentors for continued mentoring of protégés who were former practicum students placed with Mentors.
 8. Director Mentor Stipend(s) to support Director Mentors for continued mentoring of protégé directors.
 9. 1 Individual Student Mentoring Contract(s) to support pairing a Mentor with an Early Childhood Education student for non-course based contact time.
 10. 45 Mentoring Record Hour(s) to support Mentors as they take on increased leadership roles in their colleges and communities.
 11. 45 Director Mentoring Record Hour(s) to support Director Mentors as they meet protégé directors' and Director Mentor candidates' needs for short-term, hourly mentoring.
 12. \$1,000 for materials for Mentors (books, Harms and Clifford scales, instructional materials, etc.). Coordinators may be reimbursed directly by the San Francisco Community College District in the sole discretion of the District, or through their local college.
 13. \$150 for printing and copying costs for program implementation or Mentor materials. Coordinators may be reimbursed directly by the Mentor Program at City College of San Francisco or through their local college.
- B. Contractor as a college agrees to designate a Local Coordinator. The Coordinator shall be responsible for the following activities:
1. Recruiting qualified childcare providers and directors from the community who may be interested in becoming Mentors.
 2. Adhering to the Policy on the Mentor Option in Campus Labs as currently described in the Program Manual (Section 4-I) and as may reasonably be revised by the District.

3. Enrolling teachers and providers in the Mentor Teacher/Adult Supervision Course, based on the syllabus provided in the Program Manual (Sections 3-D, 3-E) and as may reasonably be revised by the District. The Contractor as a college agrees to enroll students and to issue credit. The Contractor also agrees that it will accrue no ADA when instructional costs are reimbursed. Students pay tuition if they are receiving credit.
4. Modifying and distributing Mentor applications, and establishing appropriate application deadlines as currently described in the Program Manual (Sections 3-G, 6-B, 6-C, 6-EE, 6-PP) and as may reasonably be revised by the District.
5. Appointing a Selection Committee of up to 10 members. The Selection Committee shall include community college instructors, center directors, teachers and other child care practitioners who represent all sectors of the regional child development community (e.g., Head Start, preschool, subsidized, nonprofit).
6. Training Selection Committee Members in the use of the Harms and Clifford scales: the Early Childhood Environment Rating Scale-Revised (ECERS-R), the Infant/Toddler Environment Rating Scale-Revised (ITERS-R), the School-Age Care Environment Rating Scale (SACERS), and Family Day Care Rating Scale (FDCRS). Training Selection Committee Members in the use of the Program Administration Scale (PAS).
7. Scheduling meetings for the Selection Committee to review Mentor applications, evaluate applicants' centers or classroom sites, and to make final selections by June 1.
8. Writing letters to all applicants informing them of final decisions.
9. Petitioning the District in writing that Mentor pool size be increased in an academic year. I In such cases, determination will be made by Mentor Program staff based on current statewide allocations and student placement rates at the local college.
10. Maintaining eligibility requirements for Mentor Teachers in accordance with program policy as currently described in the Program Manual (Section 3-A) and as may reasonably be revised by the District.
11. Maintaining eligibility requirements for Director Mentors in accordance with program policy as currently described in the Program Manual (Section 3-A) and as may reasonably be revised by the District.
12. Placing students with Mentors, acting as intermediary between the student and Mentor, and monitoring the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s).

13. Overseeing student placements with Mentors to ensure only one student will be in the Mentor's classroom at a time.
14. Keeping records on each Mentor's placement history, student evaluations of the Mentor, the Mentor's application and re-certification, and stipend amounts. Keeping comparable records for each Director Mentor.
15. Providing the District with official course outlines for all courses in which students may be placed with Mentors.
16. Offering a 1-2 unit monthly seminar or continuing course for Mentors to combine informal discussion of issues they confront in supervising student teachers with further study of supervision issues, leadership and mentoring skills.
17. Offering a 1-2 unit monthly seminar or continuing course for directors to study administrative issues, quality improvement strategies, leadership development, and mentoring issues.
18. Approving individual Mentor contracts for annual Professional Development activities.
19. Approving individual Mentor-protégé contracts for Post-Practicum placements as currently described in the Program Manual (Section 3-Q) and as may reasonably be revised by the District.
20. Approving Mentor-student contracts for Individual Student Mentoring as currently described in the Program Manual (Section 3-S) and as may reasonably be revised by the District.
21. Approving hourly Mentoring Record stipends for short-term mentoring services as currently described in the Program Manual (Section 3-T) and as may reasonably be revised by the District.
22. Approving individual Director Mentor-protégé director contracts for Director Placements as currently described in the Program Manual (Section 3-O) and as may reasonably be revised by the District.
23. Approving hourly Director Mentoring Record stipends for short-term mentoring services as currently described in the Program Manual (Section 3-U) and as may reasonably be revised by the District.

24. Submitting authorizations to pay all stipends within 30 days following the end of the placement.
25. Supporting Mentor In-Service training activities with Mentor materials and other appropriate funding where available.
26. Providing Mentor and Director Seminar Instructors with the In-Service Training Resource Guide and other necessary instructional materials as supplied by the District.
27. Ensuring that instructors for the Mentor and Director Seminars are regularly evaluated in accordance with college policies.
28. Selecting eligible participants for the annual Mentor Institute.
29. Maintaining records of all costs and disbursements and reporting these monthly to the District in a timely and accurate manner.
30. Maintaining program data and records and reporting these quarterly to the District in a timely and accurate manner.
31. Acknowledging that the Coordinator's payment may be withheld and/or reduced if reporting is not accomplished in a timely manner.
32. Attending all required Coordinator meetings and/or being responsible for acquiring and understanding the information and materials presented at these meetings.
33. Promoting the program on campus and in the community.
34. Facilitating program evaluation.
35. Working within the college's administrative procedures to institutionalize the Mentor Program. This includes seeking curriculum committee approval for courses, including program information in the college catalog and course schedule, and establishing load credit for practicum instructors who support placements with Mentors.
36. Serving, if requested and willing, as a Field Trainer as currently described in the Program Manual (Sections 3-R, 6-OO) and as may reasonably be revised by the District.
37. Applying for and utilizing Supplemental Support Funding for Large Area Programs if appropriate.

38. Providing full reporting on the use of any Supplemental Support Funding as currently described in the Program Manual (Section 3-P) and as may reasonably be revised by the District.
39. Providing full reporting on the use of any additional funding granted for use in the provision of local Director Mentor Institutes.

Contractor will designate an instructor who will be responsible for teaching the Mentor Teacher/Adult Supervision Course, a 2-unit course on adult supervision skills for Mentor candidates, based on a course syllabus included in the Program Manual (Sections 3-D, 3-E, and as may be reasonably revised by the District.

Contractor shall insure that Classroom Mentor candidates shall complete the following requirements in order to be considered for selection:

1. A college level early childhood training program that included an early childhood practicum supervised by a college instructor for credit. Candidates must submit a transcript proving completion of this requirement
2. The two-unit Mentor Course, as described in Sections B.3 and C in this Attachment.
3. Two years of experience as a classroom teacher or family childcare provider.
4. Eligibility for the Master Teacher Level, or higher, of the California Child Development Permit.
5. The Mentor Application, Program Manual (Section 6-B), which includes information on the candidate's educational background and experience, a personal statement, a transcript proving completion of the practicum as part of her/his early childhood education and the Harms and Clifford rating sheet from her/his self-review. The Application also includes a "supervisor's agreement" to support the candidate's application and participation as a Mentor. As public elementary school teachers have their own mentoring program, they are not eligible to participate in the California Early Childhood Mentor Program.
6. A site review of the center's NAEYC accreditation status by members of the Mentor Selection Committee and direct observation of teaching practices, or completion of a site review and self-study using the appropriate Harms and Clifford Scale (ECERS-R, ITERS-R, SACERS, or FDCRS).

E. Contractor shall ensure that Director Mentor candidates shall complete the following requirements in order to be considered for selection:

1. Current or prior employment as a director or site supervisor in a child development program.
2. Three years of experience as a director or site supervisor.
3. Successful completion of a two-day Director Mentor Institute as currently described in the Program Manual (Section 3-M) and as may be reasonably revised by the District.
4. The Director Mentor Application, Program Manual (Section 6-EE) which includes information on the candidate's educational background, experience, statement of program philosophy, selection of items for Program Administration Scale (PAS) review, and references..
5. A site review of the center's National Association for the Education of Young Children (NAEYC) accreditation status or other formal quality review process by members of the Mentor Selection Committee or completion of a site review using the appropriate Harms and Clifford Scale (ECERS-R, ITERS-R, SACERS or FDCRS) or Program Administration Scale (PAS) interview. The Administration Section of the NAEYC Accreditation Report may also be used.

F. Contractor agrees to provide the following resources for implementation of the program:

1. Facilities for the Mentor Teacher/Adult Supervision Course, Selection Committee training and meetings, the Mentor Seminar and the Director Seminar as currently described in the Program Manual (Section 3-A) and as may be reasonably revised by the District.
2. Funds for program costs in excess of amounts provided in Section A of this agreement.

G. Contractor agrees that in cases where active Mentors from other Regional or Local Mentor Programs wish to apply to this college's program, acceptance and selection will be at the discretion of this college's Selection Committee based on space availability and other selection criteria.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-4-c

Date: November 15, 2005

Subject: Agreement with FranklinCovey Client Sales Inc.

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and FranklinCovey Client Sales Inc. to provide introduction to "The 7 Habits of Highly Effective College Students" during Facilitated Training sessions as described in the training license, addendum training licensing agreement. Training will be provided by Daniel Ortega, RCCD Counselor, certified facilitator. Fees and training costs were approved at the August 23, 2005 Board meeting. The term of the agreement begins on August 17, 2005 and continues indefinitely. Funding source: No additional cost to the District.

FranklinCovey Client Sales, Inc. does not make or participate in the making of decisions that may foreseeably have a material effect on financial interest 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 ratify the agreement, from August 17, 2005 until terminated, at no additional cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Marilyn Martinez-Flores
Interim Associate Dean of Educational Programs

Contract # 7HC-«Contract Number»

Training License Agreement
(University/College Clients)

This Agreement, the attached Exhibits, and additional Exhibits that may be added to this Agreement from time to time by mutual agreement between the parties, is entered into this 17 August 2005, between FRANKLINCOVEY CLIENT SALES, INC., a Utah corporation whose address is 2200 West Parkway Blvd., Salt Lake City, Utah, 84119 (FranklinCovey"), and the following client ("Client"):

Client: Riverside Community College
Address: 4800 Magnolia Avenue
Riverside, CA 92506
Telephone: (951) 222-8791
Fax: (951) 222-8028
Contact Person/Title: Daniel Ortega

In consideration of Client's payment of the fees and costs set forth in this Agreement, the parties agree as follows:

1. Definitions.
 - a. "Facilitated Training" is a presentation by a Facilitator of a FranklinCovey Program through live instruction or closed circuit television,
 - b. "Facilitator" is an employee or independent contractor of Client who has been certified by FranklinCovey to conduct Facilitated Training. Facilitator must be at least eighteen (18) years of age.
 - c. "Facilitator Materials" and "Participant Materials" are the materials identified as such on the attached Exhibits),
 - d. "Certification Workshop" is training provided by FranklinCovey to an employee or independent contractor of Client to certify them as a Facilitator.
 - e. "Participants" are directors, officers, regular employees or matriculated (full-time) degree seeking students of Client and immediate family members of any such Participants of Client,
 - f. "FranklinCovey Program" is a seminar, workshop or other similar program made available to Client by FranklinCovey.
2. License. FranklinCovey grants to Client a nontransferable, nonexclusive license to present any FranklinCovey Program in the English language only under the direction of a Facilitator, using Participant Materials purchased from FranklinCovey. This license does not give Client the right to sublicense any FranklinCovey Program or provide Facilitated Training to any other person, entity, or business. Client agrees to present Facilitated Training only to

Participants as provided in this Agreement that are located within the United States of America. (Clients desiring to provide Facilitated Training outside the USA should contact FranklinCovey's International Liaison at (800) 827-1776, extension 74289, for more information.)

3. Term. The term of the license granted hereunder shall commence with the date of execution of this Agreement and shall continue indefinitely, unless sooner terminated pursuant to paragraph 16 of this Agreement.
4. Fees. Client shall pay to FranklinCovey for each Participant attending Facilitated Training the participant fee(s) for materials shown on the attached Exhibit(s). Client shall further pay the fee(s) shown on the attached Exhibit(s) for each individual attending a Facilitator Certification Workshop. Client is also responsible for travel, lodging, meals, and other incidental expenses incurred by individuals attending a Certification Workshop, and FranklinCovey representatives who provide a Certification Workshop at a location sponsored by Client. Client will provide, at its expense, a suitable training facility for Client sponsored Certification Workshops.
5. Training and Certification of Facilitators. In order to be certified and maintain certification as a Facilitator, Client, at Client's expense, shall require selected individuals to:
 - a. Attend a content course in the FranklinCovey Program in which certification is sought (not necessary for xQ Debrief certification.)
 - b. Read and abide by the terms of this Agreement.
 - c. Execute and return a Facilitator Agreement (Exhibit A), prior to attending a Certification Workshop,
 - d. Complete and return prescribed pre-work prior to attending a Certification Workshop and all certification requirements within 90 days of the Certification Workshop,
 - e. Complete the appropriate Certification Workshop. Attendance at a Certification Workshop does not automatically entitle an individual to certification. FranklinCovey reserves the right to decline certification of any individual who does not meet the standards prescribed by FranklinCovey. In the event Facilitator Certification of an individual is denied Client may substitute another individual to attend a Certification Workshop,
 - f. Attend annually a FranklinCovey Program, Facilitator Enhancement Day, or other course prescribed by FranklinCovey and presented by a qualified FranklinCovey Instructor, or another authorized function.
 - g. Allow FranklinCovey representatives to observe any Facilitated Training conducted by a Facilitator.
 - h. Obtain and use updated Facilitator Materials prescribed by FranklinCovey.

6. Upon request, Client shall provide to FranklinCovey the names, addresses, and telephone numbers of its Facilitators who currently conduct Facilitated Training.
7. Canceled/Rescheduled Certification Workshops. No fee will be charged if Client cancels or reschedules attendance at a Certification Workshop with thirty (30) days' written notice to FranklinCovey. If thirty (30) days' written notice of cancellation/ rescheduling is not received, Client will be charged a fee of 75% of the Certification Workshop fee for each individual canceled/rescheduled for Certification Workshops at the following Utah resort locations: The Homestead, Sundance, Daniel's Summit, and Stein Eriksen. For Certification Workshops scheduled at all other locations, if fifteen (15) days' written notice is not received. Client will be charged a fee of 75% of the Certification Workshop fee for each individual registrant who cancels and 25% of the Certification Workshop fee for each individual who reschedules. FranklinCovey may cancel/reschedule any Certification Workshop that does not have the minimum number of attendees. If FranklinCovey cancels a Certification Workshop, Client will not be assessed a cancellation/reschedule fee and the individuals will be rescheduled into the next available Certification Workshop.
8. Withdrawal of Certification. FranklinCovey may withdraw certification if (a) the Facilitator breaches the terms of this Agreement or the Facilitator Agreement, or (b) the Facilitator's performance does not meet the standards prescribed by FranklinCovey, or (c) the Facilitator is no longer employed or contracted by Client. If certification is withdrawn, Client may send another individual to a Certification Workshop in accordance with the terms of this Agreement. If certification is withdrawn, or Client no longer employs or contracts with the Facilitator, Client shall obtain from the Facilitator the applicable Facilitator Materials and any undistributed Participant Materials.
9. Facilitator Materials. Client shall purchase from FranklinCovey and provide to each Facilitator the prescribed Facilitator Materials. Client shall not permit any Facilitator Materials in its possession or under its control to be duplicated, modified, or reproduced.
10. Facilitator Notices. FranklinCovey may send to Facilitators, via facsimile transmission or other means, notices, updates, correspondence, promotional materials, schedules, seminar descriptions, and other information.
11. Facilitator Restrictions. Client's Facilitators shall:
 - a. Present Facilitated Training only to Participants;
 - b. Present FranklinCovey Programs and use Facilitator/Participant Materials only as provided in this Agreement;
 - c. Not train others to conduct Facilitated Training unless authorized and certified by FranklinCovey to do so.
 - d. Present Facilitated Training in the format prescribed by FranklinCovey; and
 - e. Market or identify themselves as a Facilitator only to parties inside Client's organization.

12. **Restricted Use.** Client agrees that it shall not do any act or thing inconsistent with this Agreement, including presentation of Facilitated Training to (a) Participants without paying the fees described in paragraph 4 of this Agreement, (b) any person who is not a Participant, or (c) Continuing Education Programs. Client further agrees that it will not modify, translate, copy, or transfer to any third party the Facilitator/Participant Materials or any other FranklinCovey materials without the prior written consent of FranklinCovey.
13. **Copyrights, Trademarks and Proprietary Information.** The FranklinCovey Programs and all copyrights, trademarks and products relating thereto, including, without limitation, videotapes, overhead transparencies or digital presentation, Facilitated Training, Facilitator Materials, and all Participant Materials provided in connection therewith are the sole property of FranklinCovey. Such programs and materials, whether or not protected by copyright, are not to be copied or reproduced without the prior written approval of FranklinCovey. Client shall not make or allow anyone under its control to make any derivative works without the prior written approval of FranklinCovey. Any derivative works to FranklinCovey Programs or related materials shall be owned by FranklinCovey.
14. **Participant Materials and Consultant Expenses.** As of the effective date in the License Agreement, Client is entitled to purchase all FranklinCovey materials or services authorized under the License Agreement at FranklinCovey's current prices. Pricing is subject to change from time to time at FranklinCovey's discretion. FranklinCovey will invoice Client for all applicable state sales and use taxes with respect to the FranklinCovey Programs unless Client submits to FranklinCovey proof of Client's tax-exempt status. Shipping and handling for materials and expenses for travel, lodging and meals for Facilitator or Presenter are Client's responsibility. All shipments shall be FOB Shipping Point.
15. **Material Refunds/Updates.** FranklinCovey will extend a refund for unused facilitator and participant materials returned within thirty (30) days of purchase or workshop training date. Customized products, online profiles, and online learning modules are not eligible for refund. Handheld organizers and software products must be returned within fourteen (14) days of purchase or workshop training date in the original, unopened packaging for refund. All materials carry an unconditional guarantee against any manufacturing defect for one (1) full year. FranklinCovey may modify, update, or materially change any components of the Facilitator Materials. Upon request, Client will return any outdated Facilitator Materials to FranklinCovey and purchase and use any updated Facilitator Materials prescribed by FranklinCovey.

16. Termination of License. Client may terminate this Agreement upon written notice to FranklinCovey at the above address. FranklinCovey may terminate this Agreement upon written notice to Client at the above address (a) if Client or anyone under its control breaches any of the terms herein, (b) upon sixty (60) days' written notice if FranklinCovey determines to no longer grant such licenses, or (c) if the FranklinCovey Programs licensed hereunder are no longer available. Upon termination of the license, Client shall, at Client's expense, return to FranklinCovey all Facilitator Materials and undistributed Participants Materials, or certify to FranklinCovey that such materials have been destroyed.
17. Miscellaneous. This Agreement is not a license to use any materials not specifically set forth on the attached Exhibits). This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. The terms of this Agreement shall prevail over any inconsistent terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement. Upon notice to Client, FranklinCovey may change fees contained herein and any Facilitator certification requirements. If action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, whether or not any suit is filed. FranklinCovey is an Affirmative Action/Equal Opportunity Employer, and as such complies with the EEO clause of EO 11246, as amended and 41 CFR 60-741.4 and 41 CFR 60-250.4.

FranklinCovey Client Sales, Inc.

Riverside Community College

Signature: _____

Signature: _____

Printed Name: Coni Roller

Printed Name: James L. Buysse

Title: Manager, Contract Administrator

Title: Vice Chancellor, Administration
And Finance

Date: August 17, 2005

Exhibit A
FranklinCovey Facilitator Agreement

The undersigned hereby acknowledges that he/she has read the Training License Agreement entered into between FranklinCovey Client Sales, Inc. and Riverside Community College ("Organization") dated 17 August 2005 (the "Agreement"). The terms and conditions of the Agreement are specifically incorporated herein. Facilitator understands and agrees that:

- (1) he/she shall comply with and be bound by the restrictions and requirements imposed on the Client as to those terms defined in the Agreement, in all respects as if the undersigned had executed the Agreement in its original form;
- (2) this undertaking is required by FranklinCovey in order to certify the undersigned as a Facilitator;
- (3) he/she is not licensed, but is certified, to present FranklinCovey Programs as defined in the Agreement;
- (4) the license to present FranklinCovey Programs is granted solely to the Client; and,
- (5) the undersigned is certified to facilitate only the programs for which he/she is certified, as stated below, only during the term of the Agreement and only for the Participants defined in the Agreement.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT:

- (1) HE/SHE WILL NOT PROVIDE TRAINING TO ANYONE OTHER THAN THOSE PERSONS DESCRIBED AS PARTICIPANTS IN THE LICENSE AGREEMENT.
- (2) HE/SHE WILL NO LONGER BE CERTIFIED TO TRAIN ANYONE IN FRANKLINCOVEY PROGRAMS OR TRAIN ANYONE IN USING FRANKLINCOVEY MATERIALS, OR ANY MODIFICATION THEREOF, WHEN HE/SHE CEASES TO BE EMPLOYED BY OR UNDER CONTRACT WITH THE CLIENT, AND
- (3) THE TRAINING AND FACILITATOR MATERIALS IN THE UNDERSIGNED'S POSSESSION OR UNDER HIS/HER CONTROL ARE LICENSED MATERIALS BELONGING TO FRANKLINCOVEY AND WILL BE TURNED IN TO THE CLIENT WHEN HE/SHE CEASES TO BE EMPLOYED OR UNDER CONTRACT WITH THE CLIENT.

Dated this ___ day of _____, ____.

Facilitator	Programs for Which Facilitator is Certified
_____ Signature	_____ Name of Certification Workshop
_____ Name (Print or Type)	_____ Date of Workshop _____
_____ Title/Rank	_____ Name of Certification Workshop
_____ Organization	_____ Date of Workshop: _____
_____ Business Address _____	_____ Name of Certification Workshop
_____ _____	_____ Date of Workshop: _____
_____ _____	_____ Name of Certification Workshop
_____ Business Phone:	_____ Date of Workshop: _____
_____ Business Fax:	_____ Name of Certification Workshop
_____ Email: _____	_____ Date of Workshop: _____
_____ Home Address: _____	_____ Name of Certification Workshop
_____ _____	_____ Date of Workshop: _____
_____ Home Phone: _____	

Exhibit B
 Facilitator Training Price Schedule
 Education Tier (U.S. Pricing)

As of the effective date In the License Agreement, Client is entitled to purchase all FranklinCovey materials or services authorized under the License Agreement at FranklinCovey's current prices. Pricing is subject to change within 30 days notice by FranklinCovey. FranklinCovey will invoice Client for all applicable state sales and use taxes with respect to the FranklinCovey Programs unless Client submits to FranklinCovey proof of Client's tax-exempt status. Shipping and handling for materials and expenses for travel, lodging and meals for Facilitator or Presenter are Client's responsibility.

The 7 Habits of Highly Effective People: Signature Program
 Public Facilitator Certification (4 or 5 days)

Participant Fee	\$2,350.00	Includes Facilitator Kit and 360° Benchmark
The 7 Habits Signature Video Set—VHS	\$1,400.00	Minimum one video or DVD set per company site required
The 7 Habits Signature DVD Set—Set of 2	\$1,400.00	Minimum one video or DVD set per company site required
7 Habits Planner Kit—Pre-Assembled	\$69.00	Available in Classic Size only
Franklin Planner Kit	\$54.00	Add \$20 for Monarch Size
On-Site Facilitator Certification (4 or 5 days)		
Consultant Fee (per day)	\$2,000.00	Minimum fee. Rate Increases for Senior Consultants
Facilitator Kit (required)	\$385.00	
The 7 Habits Signature Video Set-VHS	\$1,400.00	Minimum one video or DVD set per company site required
The 7 Habits Signature DVD Set—Set of 2	\$1,400.00	Minimum one video or DVD set per company site required
7 Habits Online Benchmark Profile		Included In the price of the Facilitator Kit for Certification Participants Only
7 Habits Planner Kit— Pre-Assembled	\$69.00	Available in Classic Size only
Franklin Planner Kit	\$54.00	Add \$20 for Monarch Size
Participant Materials		

Participant Kit	\$78.00	
7 Habits Planner Kit— Pre-Assembled	\$69.00	Available in Classic Size only
Franklin Day Planner Kit	\$54.00	Add \$20 for Monarch Size
7 Habits Online Benchmark Profile: Manager	\$100.00	
7 Habits Online Benchmark Profile: Associate	\$75.00	
7 Habits Re-Benchmark: Manager	\$100.00	
7 Habits Re-Benchmark: Associate	\$100.00	
The 8m Habit: From Effectiveness to Greatness (hardcover)	\$20.80	
The 7 Habits of Highly Effective People (paperback)	\$7.00	When combined with training
The 7 Habits Audio Learning System (4 tapes)	\$27.95	
The 7 Habits Audio on CD (Three discs)	\$23.95	
The 7 Habits Single Audio	\$6.00	
The 7 Habits of Highly Effective People: Rapid Performance Modules		
RPM Facilitator Kit, Volume 1, 7H RPMs #1-16	\$85.00	Includes 1 copy of each RPM title, Users Guide, CD-ROM w/ PowerPoint, speakers notes
#1 -Taking the Initiative to Respond Proactively	\$45.00	15 Booklets per Package
#2-Deflnlng Key Priorities	\$45.00	15 Booklets per Package
#3-Actlng with Integrity	\$45.00	15 Booklets per Package
#4-Focusing on Outcomes You can Control	\$45.00	15 Booklets per Package
#5-Becoming a Positive Influence	\$45.00	15 Booklets per Package
#6-Defining and Clarifying Your Mission	\$45.00	15 Booklets per Package
#7-Achleiving Life Balance	\$45.00	15 Booklets per Package
#8-Managing Information Overload by Minimizing Fire Fighting	\$45.00	15 Booklets per Package
#9-Eliminating Low Priority Activities	\$45.00	15 Booklets per Package

#10-Collaboration Effectively	\$45.00	15 Booklets per Package
#11-Improving Results by Valuing Differences	\$45.00	15 Booklets per Package
#12-Improving Your Interpersonal Communication Skills	\$45.00	15 Booklets per Package
#13-Achieving Continuous Improvement	\$45.00	15 Booklets per Package
#14-Setting Effective Goals	\$45.00	15 Booklets per Package
#15-Becoming a Learning Organization	\$45.00	15 Booklets per Package
#16-Resolving Conflicts by Finding Common Ground	\$45.00	15 Booklets per Package
All 16 Titles In one package	\$45.00	
The 7 Habits of Highly Effective People: Applications for Managers Public Facilitator Certification (2 days)		
Participant Fee	\$1,350.00	Includes Facilitator Kit
On-Site Facilitator Certification (2 days)		
Consultant Fee (per day)	\$2,000.00	Minimum fee Rate increases for Senior Consultants
7 Habits Managers Facilitator Kit	\$385.00	
Participant Materials		
7 Habits Managers Participant Kit	\$55.00	
7 Habits Planner Kit —Pre-Assembled	\$69.00	Available In Classic Size only
The 7 Habits of Highly Effective People: Introductory Course for Associates		
Certification Training—Self-Certification Pre-Requisite: Facilitator must be certified in The 7 Habits of Highly Effective People Signature Program		
Self-Certification Fee	\$385.00	Includes Facilitator Kit
Participant Materials		
Participant Pack	\$50.00	Includes Participant Manual, Job Aid, Resource CD
Franklin Planner Starter Kit	\$54.00	Add \$20 for Monarch Size
7 Habits Planner Kit —Pre-Assembled	\$69.00	Available in Classic Size only

The 4 Disciplines of Execution

Public Facilitator Certification/Open Enrollment (2 days)

Participant Fee	\$1350.00	Facilitator Kit Included
On-Site Facilitator Certification (2 days)		
Consultant Fee (per day)	\$3000.00	Minimum fee. Rate increases for Senior Consultants
Facilitator Kit (required)	\$500.00	

Participant Materials: Certified Facilitators

4 Disciplines Participant Kit	\$90.00	Includes Participant Pack and Electronic Work Compass software
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xQ Questionnaire Pricing & Additional Terms
 Public Facilitator Certification/Open Enrollment

Participant Fee	\$500.00	Facilitator Kit Included
On-Site Facilitator Certification Consultant Fee (per day)	\$2000.00	Minimum fee, Rate Increases for Senior Consultants
Facilitator Kit (required)	\$200.00	

xQ Set Up Fee

xQ Set up Fee	\$3000.00	The set-up fee Is mandatory. If the business structure is identical, the set-up fee is waived for subsequent questionnaires. Set-up fee includes an xQ Marketing Kit and 25 bound full-color printed reports.
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xQ Questionnaire

Quantity pricing Is per Invoice. Quantities can be accumulated over a six-month period to receive total volume discounts if the surveys are for the same initiative.

Up to 249	\$18.00	Price is per survey
250 – 499	\$17.00	Price is per survey
500 – 749	\$16.00	Price is per survey
750 – 999	\$15.00	Price is per survey
1,000 – 2,499	\$12.00	Price is per survey

2,500 – 4,999	\$11.00	Price is per survey
5,000 – 9,999	\$10.00	Price is per survey
10,000 – 14,999	\$9.00	Price is per survey
15,999 – 19,999	\$7.00	Price is per survey
20,000 +	\$5.00	Price is per survey

Additional Materials: Certificated Facilitators

XQ Debrief Report	\$20.00	Price per copy (over 25)
xQ Poster Pack	\$120.00	Includes 50 posters
xQ Desk Drop Letter	\$15.00	Includes 100 letters
xQ Marketing CD	\$20.00	

Additional Terms

xO Client Project Manager: Client must designate an employee of Client to be the xQ Client Project Manager to work with FranklinCovey to disseminate necessary xQ Information. Client agrees to utilize Its Internal network and email systems, as coordinated by the xQ Client Project Manager, to disseminate the xQ Questionnaire URL site address to participants for data collection.

Confidentiality: All information provided about Client on the xQ Questionnaire is confidential and becomes the property of Client. Client understands that FranklinCovey will not release the data and/or anything that would release information about Client or the information submitters, unless as required by law. FranklinCovey retains the right to aggregate data gathered for research purposes and to use and release such aggregate information to other FranklinCovey customers and potential customers.

Intellectual Property: FranklinCovey owns all proprietary rights, copyrights, and trademarks rights to all xQ Service tools and materials as well as all Workshop concepts and materials. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification or revisions of any such materials is expressly prohibited and shall constitute a breach of this Agreement and/or federal copyright and trademark laws. Nothing in this Agreement Implies a grant of license for Client to use the xQ Service materials outside or the scope of this Agreement.

xO Report: Client understands that the collected data that appears on the xQ Report may be edited for inappropriate and/or abusive comments and individual names deemed by FranklinCovey to be used in a negative sense.

Disclaimer/Waiver: FranklinCovey is not responsible for any claim, action, liability, damage, or concern arising from the use of the xQ Questionnaire form, report, or compiled information. FranklinCovey Is not liable for any results or failure of results that may occur because of use, misuse, or nonuse of xQ Questionnaire information.

FOCUS: Achieving Your Highest Priorities
 Public Facilitator Certification/Open Enrollment (2 1/2 days)

Participant Fee	\$1350.00	Facilitator Kit included
On-Site Facilitator Certification (2 1/2 days)		
Consultant Fee (per day)	\$2000.00	Minimum fee Rate increases for Senior Consultants
Facilitator Kit (required)	\$500.00	
Participant Materials: Certified Facilitators		
FOCUS Participant Kit	\$87.00	Includes Participant Pack & Franklin Planner Kit
Participant Materials: Separate Components		
FOCUS Participant Pack	\$33.00	Includes manual, job aids, self-assessment
Franklin Planner Kit	\$54.00	Add \$20 for Monarch size
Plan Plus for Microsoft Outlook	\$74.00	Price when purchased with training

FOCUS: Achieving Your Highest Priorities: Rapid Performance Modules

FOCUS RPM Facilitator Kit	\$85.00	Includes 1 copy of each RPM title. Users Guide, CD-ROM with PowerPoint and speakers notes
#1-Aligning Your Actions with Company Values	\$45.00	15 Booklets per Package
#2-Balance Personal and Professional Roles	\$45.00	15 Booklets per Package
#3-Defining Personal and Professional Visions of Success	\$45.00	15 Booklets per Package
#4-Achieving Business Success Through Goal Setting	\$45.00	15 Booklets per Package
#5-Focusing and Executing Your	\$45.00	15 Booklets per Package

Priorities: Living Above the Line		
#6-Focusing on What You Can Control	\$45.00	15 Booklets per Package
#7-Managing Minutiae— Voice Mail	\$45.00	15 Booklets per Package
#8-Managing Minutiae— E-mail	\$45.00	15 Booklets per Package
#9-Building and Integrating an Effective Planning System	\$45.00	15 Booklets per Package
#10-Handling Crises Effectively	\$45.00	15 Booklets per Package
#11-Becoming an Asset to Your Company	\$45.00	15 Booklets per Package
#12-Discovering the Value of Saying No	\$45.00	15 Booklets per Package
#13-Conducting Effective Meetings, Teleconferences & Web Casts	\$45.00	15 Booklets per Package
#14-Unleashing the Power of Your Planner	\$45.00	15 Booklets per Package
#15-Harnessing the Power of Weekly Planning with Plan Plus	\$45.00	15 Booklets per Package
All 15 Titles in one package	\$45.00	

**What the CEO Wants You to Know: Building Business Acumen
 Public Facilitator Certification/Open Enrollment**

Participant Fee	\$1350.00	Facilitator Kit included
On-Site Facilitator Certification		
Consultant Fee (per day)	\$3000.00	Minimum fee. Rate increases for Senior Consultants
Facilitator Kit (required)	\$500.00	
Participant Materials: Certified Facilitators		
CEO Participant Kit	\$90.00	Includes Participant Pack & Franklin Planner Kit
Additional Materials: Certificated Facilitators		
What the CEO Wants You to Know	\$19.95	Hardcover
The 4 Roles of Leadership		
Public Facilitator Certification (4 days; minimum 10 participants)		
Participant Fee	\$2350.00	Includes Facilitator Kit and 4 Roles

		Profile
The 4 Roles Profile	\$100.00	
On-Site Facilitator Certification (4 days) Consultant Fee (per day)	\$2500.00	Minimum fee. Rate increases for Senior Consultants
Facilitator Kit (required)	\$600.00	
The 4 Roles Profile		Included In the price of the Facilitator Kit for Certification Participants Only
Participant Materials		
Participant Manual	\$71.00	
The 4 Roles Profile	\$100.00	
Project Management		
On-Site Facilitator Certification (5 days)		
Participant Fee	\$1350.00	Includes Facilitator Kit
On-Site Facilitator Certification (5 days)		
Consultant Fee (required)	\$2000.00	Minimum fee. Rate increases for Senior Consultants
Facilitator Kit (required)	\$500.00	
Participant Materials		
Participant Kit—1 Day	\$100.00	
Participant Kit—2 Day	\$112.00	
Writing Advantage		
Public Facilitator Certification (2 days; minimum 10 participants)		
Participant Fee	\$1350.00	Includes Facilitator Kit
On-Site Facilitator Certification (2 days)		
Consultant Fee (per day)	\$2000.00	Minimum fee. Rate increases for Senior Consultants
Facilitator Kit (required)	\$600.00	

Participant Materials		
Participant Kit	\$100.00	
FranklinCovey Style Guide CD-ROM	\$49.95	No book included
FranklinCovey Style Guide (w/CD-ROM)	\$49.95	

Presentation Advantage

Public Facilitator Certification Participation Fee	\$1350.00	Includes Facilitator Kit
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On-Site Facilitator Certification (2 days)

Consultant Fee (per day)	\$2000.00	Minimum fee. Rate increases for Senior Consultants
Facilitator Kit (required)	\$500.00	
Participant Materials		
Participant Kit	\$100.00	Includes Participant Manuel

Meeting Advantage

Public Facilitator Certification (2 days; minimum 10 participants)		
Participant Fee	\$1350.00	Includes Facilitator Kit
Facilitator Kit (required)	\$500.00	
Participant Materials		
Participant Kit	\$100.00	

Rethinking Stress

Public Facilitator Certification (2 ½ days; minimum 10 participants)		
Participant Fee	\$1350.00	Includes Facilitator Kit

On-Site Facilitator Certification (3days)

Consultant Fee (per day)	\$2000.00	Minimum fee. Rate increases for Senior Consultants
Facilitator Kit (required)	\$500.00	

Participant Materials

Participant Kit	\$82.00
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Facilitator Enhancement Day Participant Fee	\$99.00
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Self-Certification Courses	
Building Trust	
Facilitator Kit	\$295.00
Participant Manuel	\$29.00
Profile (10 Pack)	\$30.00
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The 7 Habits of Highly Effective Families (Pre-requisite: Participant must be a Certificated Facilitator of The 7 Habits)	
Facilitator Kit	\$285.00
Participant Manuel	\$15.00
The 7 Habits of Highly Effective Families (hardback)	\$12.00
The 7 Habits of Highly Effective Families (paperback)	\$7.00
<hr/>	
The 7 Habits of Highly Effective Teen (Pre-requisite: Participant must be a Certificated Facilitator of The 7 Habits)	
	\$375.00
Facilitator Kit	
7H Teen Participant	\$10.00
The 7 Habits of Highly Effective Teens (paperback)	\$7.00
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Addendum to Training License Agreement
Introduction to The 7 Habits of Highly Effective College Students License

This Addendum is entered into this 17 August 2005, between FRANKLINCOVEY CLIENT SALES, INC. ("FranklinCovey"), a Utah corporation having its principal office at 2200 West Parkway Blvd., Salt Lake City, Utah, 84119, and Riverside Community College ("Client") an organization with its principal office 4800 Magnolia Avenue, Riverside, CA 92506, and amends the Training License Agreement ("Agreement") dated August 17, 2005 as follows:

The following terms unique to the licensing of the FranklinCovey Program licensed herein ("Program") are hereby incorporated into the Agreement:

- 1) Definitions for Programs. The following definitions apply only to the Program:
 - a) "Participants" are staff, faculty or degree seeking matriculated students of Client and immediate family members of any such Participants of Client.
 - b) "Mentor Facilitator" is a "7Habits of Highly Effective People" Facilitator who trains and mentors student Facilitators.
 - c) "Student Facilitator" is an employee, faculty or degree seeking matriculated student of Client who has been authorized to present the Program to students under the stewardship of a Mentor Facilitator.
 - d) "Student Facilitator Certification Workshop" is training provided by a Mentor Facilitator to an employee, faculty or degree seeking matriculated student of Client to certify them as a Student Facilitator.
 - e) "Student Facilitated Training" is a session of the Program conducted by a Student Facilitator under the stewardship of a Mentor Facilitator.
- 2) License to Present Program. FranklinCovey grants to Client a nontransferable, nonexclusive license to present Introduction to "The 7 Habits of Highly Effective College Students" in the English language, during Facilitated Training session facilitated by a certified Facilitator using the prescribed Facilitator Materials and the Participant Materials purchased from FranklinCovey. The current training and material pricing for the Program is hereby attached as Attachment A. This license does not give Client the right to sublicense the Program or provide Facilitated Training for any purpose not specifically outlined in this Agreement. Client agrees to present Facilitated Training only to Participants as provided in this Agreement that are located within the United States of America. (Clients desiring to provide Facilitated Training outside the USA should contact Franklin Covey's Global Client Partner Group at (800) 827-1776, for more information.)
- 3) Facilitator Requirements for Program. The Facilitator Restrictions, Training and Certification specified in the agreement hereby apply with the exception that the intended Facilitator is not required to attend a content course in the Program for which certification is sought. However, any Facilitator being utilized to facilitate the Program must have been previously certified in The 7 Habits of Highly Effective People, having

facilitated a minimum of one (1) full length programs. Said Facilitator(s) must also execute and return a Facilitator Agreement (Attachment B) for the Program.

- 4) Facilitator Materials for Program. Client shall purchase from FranklinCovey and provide to each Facilitator and each Student Facilitator the prescribed Facilitator Materials for the Program. Client shall not permit any Facilitator Materials in its possession or under its control to be duplicated, modified or reproduced. Facilitator Materials for the Program may be reused by new Facilitators and/or Student Facilitators; however Client agrees to replace any such Facilitator Materials that are not in good working order.
- 5) Training and Authorization of Student. Facilitators. In order to be authorized as a Student Facilitator, Client, at Client's expense, shall require selected individuals to:
 - a) Attend a full "The 7 Habits of Highly Effective People" Program.
 - b) Read and abide by the terms of this Agreement.
 - c) Execute and return a Student Facilitator Agreement (Attachment C), prior to presenting any Student Facilitated Training.
 - d) Attend a Student Facilitator Certification Workshop.
 - e) Allow FranklinCovey representatives to observe any Student Facilitated Training presented by a Student Facilitator.
 - f) Obtain and use updated Materials prescribed by FranklinCovey only through his/her Mentor Facilitator.
 - g) Administer any required course evaluations for the Program at each Student Facilitated Training session and provide said evaluations to his/her Mentor Facilitator following each Student Facilitated Training session.

In addition, upon request from FranklinCovey, Client shall provide to FranklinCovey the names, addresses, and telephone numbers of its Student Facilitators who currently conduct Student Facilitated Training.

- 6) Withdrawal of Authorization. FranklinCovey may withdraw authorization of a Student Facilitator if (a) the Student Facilitator breaches the terms of this Agreement or the Student Facilitator Agreement, or (b) the Student Facilitator's performance does not meet the standards prescribed by FranklinCovey, or (c) the Student Facilitator is no longer employed or under contract with the Client. If authorization is withdrawn, or Client no longer employs or contracts with the Student Facilitator, Client shall obtain from the Student Facilitator the applicable FranklinCovey Materials.

Contract # 7HC-«Contract Number»

- 7) Student Facilitator Notices. FranklinCovey may send to Student Facilitators, via facsimile transmission or other means, notices, updates, correspondence, promotional materials, schedules, seminar descriptions, and other information.
- 8) Student Facilitator Restrictions. Student Facilitators shall:
 - a) Present Student Facilitated Training only to Participants;
 - b) Present Student Facilitated Training and use FranklinCovey Materials only as provided in this agreement and only under the stewardship of his/her Mentor Facilitator;
 - c) Not train others to conduct Student Facilitated Training unless authorized and certified by FranklinCovey to do so.
 - d) Market or identify themselves as a Student Facilitator only to parties associated with client's organization through membership or through participation in Client-sponsored programs.
- 9) Marketing. Client shall use the FranklinCovey created and approved marketing collateral and collateral guidelines when advertising the Program to Participants. If Client desires to make customized marketing collateral, Client shall provide to FranklinCovey's Legal Department the collateral for review and written approval from FranklinCovey prior to using such collateral.

FranklinCovey and Client approve, affirm and ratify the Agreement and the on-going rights and obligations provided by said Agreement between FranklinCovey and Client. This Addendum is in addition to and does not replace the Agreement. All provisions of the Agreement not in conflict with this Addendum shall remain in full force and effect. In the event of a conflict between a term or provision in this Addendum and the Agreement, the term or provision of this Addendum shall prevail.

IN WITNESS WHEREOF, the parties have signed and entered into this Addendum as of the date first mentioned above.

FranklinCovey Client Sales, Inc.

Riverside Community College

Signature: _____

Signature: _____

Printed Name: Coni Roller

Printed Name: James L. Buysse

Title: Manager, Contract Administration

Title: Vice Chancellor, Administration & Finance

Date: August 18,2005

Date: _____

Contract # 7HC-«Contract Number»

Attachment C
FranklinCovey Student Facilitator Agreement
Introduction to The 7 Habits of Highly Effective College Students

The undersigned ("Student Facilitator") hereby acknowledges that he/she has read the Training License Agreement entered into between Franklin Covey Client Sales, Inc. f FranklinCovey") and Riverside Community College ("Client") dated August 17, 2005 and the Addendum to Training License Agreement dated August 17, 2005 (collectively referred to as the "Agreement"). The terms and conditions of the Agreement are specifically incorporated herein. Student Facilitator understands and agrees that:

- (1) he/she shall comply with and be bound by the restrictions and requirements imposed on the client as to those terms defined in the Agreement, in all respects as if Student Facilitator had executed the Agreement in its original form;
- (2) this undertaking is required by FranklinCovey in order to authorize the undersigned as a Student Facilitator;
- (3) he/she is not licensed to present FranklinCovey Programs but he/she may present Introduction to The 7 Habits of Highly Effective College Students under the stewardship of his/her Mentor Facilitator;
- (4) the license to present FranklinCovey Programs is granted solely to the Client;
- (5) (5) he/she may present Introduction to The 7 Habits of Highly Effective College Students only during his/her service to the Client, only under the stewardship of his/her Mentor Facilitator, only during the term of the Agreement, and only for the Participants defined in the Agreement;
- (6) STUDENT FACILITATOR FURTHER UNDERSTANDS AND AGREES THAT:
 - (A) HE/SHE WILL NOT PROVIDE TRAINING TO ANYONE OTHER THAN THOSE PERSONS DESCRIBED AS PARTICIPANTS IN THE AGREEMENT;
 - (B) HE/SHE WILL NO LONGER BE AUTHORIZED TO TRAIN ANYONE USINGFRANKLINCOVEY MATERIALS, OR ANY MODIFICATION THEREOF, WHEN HE/SHE CEASES TO BE EMPLOYED BY OR UNDER CONTRACT WITH THE CLIENT; AND
 - (C) POSSESSION OR UNDER HIS/HER CONTROL ARE LICENSED MATERIALS BELONGING TO FRANKLINCOVEY AND WILL BE

Contract # 7HC-«Contract Number»

TURNED IN TO THE CLIENT WHEN HE/SHE CEASES TO BE EMPLOYED
OR UNDER CONTRACT WITH THE CLIENT.

Dated this ___ day of _____, 2005.

STUDENT FACILITATOR

Signature

Name (Print or Type)

Title/Rank

Organization

Bus. Address: _____

Bus. Phone : _____ - _____ - _____

Bus. Fax: _____ - _____ - _____

E-Mail: _____

Home Address: _____

Home Phone: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-4-d

Date: November 15, 2005

Subject: Agreement with Aliso Creek Inn and Golf Course

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Aliso Creek Inn and Golf Course to provide meeting facilities, food, and accommodations for a two-day, one night, professional development training for the Early Childhood Studies faculty and lab school staff on February 4 and 5, 2006. The fee for this activity totals \$8,184.00. The training is part of the current contract with First 5 Riverside, and is identified as one of the Performance Target Outcomes for the grant. The focus of the training is on the Integration of Assessment Strategies in college academic coursework and the children's center lab schools, specifically the identification of children with special needs. Funding source: First 5 Riverside County Children and Families Commission Grant.

Aliso Creek Inn and Golf Course 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, on February 4 and 5, 2006, for an amount not to exceed \$8,184.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Irv Hendrick
Dean of Education
Sarah Burnett
Early Childhood Studies Instructor



Group Booking Contract
 Aliso Creek Inn & Golf Course

31106 S. Coast Highway, Laguna Beach, California 92651
 Phone: 949-499-2271 ~ Fax: 949-499-3074

Account: 5449

Date Booked:	September 7, 2005	On-Site Contact: On-Site Phone: Catering Manager: Dominic Donatoni Booked By: Dominic Donatoni
Organization:	Riverside Community College	
Contact:	Sarah Burnett	
Name of Event:	Retreat	
Address:	Early Childhood Studies 2001 Third Street Norco, CA 92860	
Phone:	909-559-8852	
Fax:		
E-mail:	sarah.burnett@rcc.edu	

GUEST ROOM BLOCK:

ARRIVAL	DEPARTURE	Studio	One Bedroom	Two Bedroom	Exec Ste	#ppl	Room Type	Rates
Sat., February 4, 2006	Sun. February 5, 2006		18			35	Studio (S/D)	\$ 135.00
							1 Bedroom (S/D)	\$ 135.00**
							2 Bedroom (4ppl)	\$ 135.00**
							Exec. Suite (4ppl)	\$ 135.00**
						\$10 each additional person		Plus 12.1% room tax

Master bill room & tax only. Individuals pay own incidentals. Credit card required upon check-in.

Note: Riverside Community College will be subject to "Terms & Conditions" as listed on reverse side, should cancellation occur.

Check-In time is 3:00 p.m. Checkout time is 12:00 p.m. Rates are Non-Commissionable.

BANQUET FACILITIES:

DAY / DATE	FUNCTION	TIME	# PP	FUNCTION ROOM	SET-UP	RENTAL /DAY
Sat. February 4, 2006	General Session	9:00am – 9:00pm	35	Green Room	Rounds	EMP Package
	Breakout Room	9:00am – 9:00pm	17	Aliso Room	TBA	EMP Package
	Dinner	6:00pm - 9:00pm	35	TBA	TBA	
Sun. February 5, 2006	General Session	9:00am – 1:00pm	35	Green Room	Rounds	EMP Package

BILLING ARRANGEMENTS: Please see enclosed Credit Card Authorization Form

	Guest Rm	Scheduled Food	Scheduled Bar	Un-scheduled Food	Un-scheduled Bar	Phone BQT Room	Phone Suite	BQT Room	Fax & Copy	Pro Shop	Scheduled Golf	On Own Golf
Master Account	X	X	X			X					X	X
Individual Pays				X	X		X	X	X	X		

DUE DATES: Balance Due at End of Function

Signed Contract	1 st Deposit Amount	1 st Deposit Due	F & B Selections	2 nd Deposit Amount	2 nd Deposit Due	Rooming List	Reservation Forms
9/19/2005	\$ 500.00 Non-Refundable	9/19/2005	1/16/2006	TBA 90% of Total F & B	1/16/2006	11/1/2005	N/A

PERSONS AUTHORIZED TO SIGN MASTER ACCOUNT:

--	--	--

The foregoing reservations made and accepted are subject to the “Terms of Conditions for Rooms and Catering” as presented on the reverse side. In order for Aliso Creek Inn to consider these arrangements confirmed, this contract must be signed by an authorized representative of Riverside Community College.

 Dominic Donatoni
 Sales Manager

 Date

 Authorized Representative Signature
 James L. Buysse, Vice Chancellor
 Administration and Finance

 Date

TERMS AND CONDITIONS

DEPOSIT

Aliso Creek Inn requires a minimum of one night's room deposit on all guest rooms reserved by the Organization. See reverse side for contract and deposit due dates.

RESERVATION CUT-OFF

All rooms within the room block must be confirmed by rooming list, individual reservation form or written letter of guarantee by the cut off date shown on the reverse side. Requests after that date will be accepted subject to availability.

CANCELLATION AND ROOM BLOCK ATTRITION ASSESSMENTS

In light of the difficulty to resell guest rooms, conference space, or amenities on short notice, cancellation of the entire meeting or any portion of the room block will be subject to the cancellation assessment below. A 10% reduction from rooming list is allowable up to 48 hours prior to arrival date.

CANCELLATION PERIOD	CANCELLATION AND ROOM BLOCK ASSESSMENT
30 days	100% payment on rooms for duration of dates agreed upon
31-45 days	75% payment on rooms for duration of dates agreed upon
46-90 days	50% payment on rooms for duration of dates agreed upon
90-180 days	25% payment on rooms for duration of dates agreed upon
181 days out	No Fee. Advance deposit fully refunded.

RATES

If the meeting is booked more than six (6) months in advance, rates listed in the reverse side of contract and subsequent deposit are subject to change. Rates are subject to a city room tax.

ROOM ASSIGNMENTS

Conference, Banquet, and Sleep rooms are assigned by the number of people anticipated, and available space at time of booking. Aliso Creek Inn reserves the right to change assigned space.

MANNER OF PAYMENT FOR INDIVIDUAL ACCOUNTS

Individuals are required to present a credit card at check-in. Individual accounts must be paid upon checkout. If Individual accounts are not paid at checkout, the charges will be transferred to the Master Account, payable by the Organization.

MASTER ACCOUNT

One Master Account will be set up for all banquet meals, function room rental, and other account categories as outlined on the reverse side of Contract. A taxable service charge of 20% will be added to all food and beverages. Booking Organization agrees to pay total balance owing on Master Account upon receipt of the statement of charges.

USE OF AGENTS

All costs and charges associated with this Contract and the facilities and services outlined on the reserve side are payable by the Organization directly to Aliso Creek Inn without credits or offsets for sums paid to any travel agent, reservation center, or any other Intermediary.

CONTRACT OF ENFORCEMENT

In the event of litigation, whether for rooms, meal services, or meeting facilities, the prevailing party in such litigation shall be entitled to recover attorneys' fees and court costs.

PERFORMANCE

The performance of the Contract by either party is subject to Acts of God, war, and government regulation, making it illegal or impossible to provide the facilities or to hold the convention. This contract may be terminated for any one or more of such reasons by written notice to the other party at any time.

Banquet Event Order



Phone: 949-499-2271 ~ Fax: 949-499-3074

Account: 5449

Account: Riverside Community College Post As: Retreat			Event Date: Saturday, February 4, 2006				
Contact: Sarah Burnett (PAGE 1) Phone: 909-559-8852 Fax:			On-Site Contact: On-Site Phone: Catering Manager: Dominic Donatoni Booked By: Dominic Donatoni				
Date	Time	Room	Function	Rental	EXP	GTD	SET
Sat. Feb. 4, 2006	Arrival: 9:00am Departure:9:00pm	Green Room	Retreat	EMP Package	35	Date	

MENU		Price
8:45am	Executive Meeting Package Aliso Continental Breakfast Fresh Orange Juice Baker's Basket Fresh Fruit Coffee, Tea and Decaf Coffee	\$ 30.00++/pp
12:00pm	Lunch (SEE PAGE 2) Assorted Sandwiched on Tray Choice of two: Canyon Slaw, Potato Salad, Pasta Salad, Sliced Fresh Fruit or Mixed Greens Dessert: Carrot Cake or Bread Pudding Coffee, Tea, Iced Tea, and Decaf Coffee	\$ 17.00++/pp
2:30pm	PM Snack – Soft Pretzel PM Soda Service	**EMP PKG **EMP PKG
6:00pm	Plated Dinner (SEE PAGE 3) House Salad Rice Chef's Fresh Vegetable Dinner Rolls and Butter Oven Roasted Atlantic Salmon Pan Seared Chicken Picatta	\$ 30.00++/pp \$ 30.00++/pp
	Dessert: Bread Pudding, Carrot Cake, or Chocolate Cake Coffee, Tea, Decaf Coffee	
BEVERAGE		Price
No Host Bar		

MEETING ROOM REQUIREMENTS		Price
Meeting Room:	Green Room	*EMP
Meeting Time:	9:00am – 6:00pm	
Room Setup:	Rounds of 6ppl/table	
Breakout Room:	Aliso Room	
Breakout Time:	9:00am – 6:00pm	
Breakout Setup:	TBA	
AUDIO VISUAL		
Projector Screen and Table for Projector		N/C
Client bringing own projector		
GOLF		
Tee Time:	None at this time	
# Players:		
Requests:	**SOFT SPIKES ONLY**	
BILLING INFORMATION		
<u>Special Billing Notes:</u> Any Balance Due will be direct-billed following event. Balance will be taken on Credit Card on file within one month of billing unless otherwise advised of other type of payment. Initials: _____		

GUARANTEE POLICY: The final number of guests for all food functions must be received by Aliso Creek Inn 72 working hours prior to scheduled function. The guaranteed number will be used for final billing. If notification is not received 72 working hours prior to the function, the original number of guests will automatically become the guarantee. A Taxable Service Charge of 20% will be added to all food and beverage. Function space is not guaranteed and is subject to change depending upon final guarantee. If contract calls for a specific departure time, Aliso Creek Inn requests your cooperation; otherwise an additional charge may be assessed. The contents of the foregoing contract meets with my approval. I consider this contract to be definite, confirmed and acknowledged receipt hereof. For this contract to become effective, a signed copy of this contract must be received by Aliso Creek Inn prior to the date of _____.

_____	_____	_____	_____
Dominic Donatoni	Date	Authorized Representative Signature	Date
Sales Manager		James L. Buysse, Vice Chancellor	
		Administration and Finance	

Banquet Event Order



Phone: 949-499-2271 ~ Fax: 949-499-3074

Account: 5449

Account: Riverside Community College Post As: Retreat		Event Date: Saturday, February 4, 2006					
Contact: Sarah Burnett (PAGE 2) Phone: 909-559-8852 Fax:		On-Site Contact: On-Site Phone: Catering Manager: Dominic Donatoni Booked By: Dominic Donatoni					
Date	Time	Room	Function	Rental	EXP	GTD	SET
Sat. Feb. 4, 2006	Arrival: 9:00am Departure: 9:00pm	Green Room	Retreat	EMP Package	35	Date	

MENU		Price
12:00pm	Lunch Assorted Sandwiched on Tray Choice of two: Canyon Slaw, Potato Salad, Pasta Salad, Sliced Fresh Fruit or Mixed Greens	
Dessert:	Carrot Cake or Bread Pudding Coffee, Tea, Iced Tea, and Decaf Coffee	
BEVERAGE		Price
No Host Bar		

MEETING ROOM REQUIREMENTS		Price
Meeting Room:	Green Room	*EMP
Meeting Time:	9:00am – 6:00pm	
Room Setup:	Rounds of 6ppl/table	
Breakout Room:	Aliso Room	
Breakout Time:	9:00am – 6:00pm	
Breakout Setup:	TBA	
AUDIO VISUAL		Price
Projector Screen and Table for Projector	N/C	
Client bringing own projector		
GOLF		
Tee Time:	None at this time	
# Players:		
Requests:	**SOFT SPIKES ONLY**	
BILLING INFORMATION		
<u>Special Billing Notes:</u> Any Balance Due will be direct-billed following event. Balance will be taken on Credit Card on file within one month of billing unless otherwise advised of other type of payment.		
		Initials: _____

GUARANTEE POLICY: The final number of guests for all food functions must be received by Aliso Creek Inn 72 working hours prior to scheduled function. The guaranteed number will be used for final billing. If notification is not received 72 working hours prior to the function, the original number of guests will automatically become the guarantee. A Taxable Service Charge of 20% will be added to all food and beverage. Function space is not guaranteed and is subject to change depending upon final guarantee. If contract calls for a specific departure time, Aliso Creek Inn requests your cooperation; otherwise an additional charge may be assessed. The contents of the foregoing contract meets with my approval. I consider this contract to be definite, confirmed and acknowledged receipt hereof. For this contract to become effective, a signed copy of this contract must be received by Aliso Creek Inn prior to the date of _____.

Dominic Donatoni
Sales Manager

Date

Authorized Representative Signature
James L. Buysse, Vice Chancellor
Administration & Finance

Date



Banquet Event Order

Phone: 949-499-2271 ~ Fax: 949-499-3074

Account: 5449

Account: Riverside Community College Post As: Retreat		Event Date: Saturday, February 4, 2006					
Contact: Sarah Burnett (PAGE 3)		On-Site Contact:					
Phone: 909-559-8852		On-Site Phone:					
Fax:		Catering Manager: Dominic Donatoni					
		Booked By: Dominic Donatoni					
Date	Time	Room	Function	Rental	EXP	GTD	SET
Sat. Feb. 4, 2006	Arrival: 9:00am Departure: 9:00pm	Green Room	Retreat	EMP Package	35	Date	

MENU		Price
6:00pm	Plated Dinner (SEE PAGE 3) House Salad Rice Chef's Fresh Vegetable Dinner Rolls and Butter	
	Oven Roasted Atlantic Salmon	
	Pan Seared Chicken Picatta	
Dessert:	Bread Pudding, Carrot Cake, or Chocolate Cake	
	Coffee, Tea, Decaf Coffee	
BEVERAGE		Price
No Host Bar		

MEETING ROOM REQUIREMENTS		Price
Meeting Room:	Green Room	*EMP
Meeting Time:	9:00am – 6:00pm	
Room Setup:	Rounds of 6ppl/table	
Breakout Room:	Aliso Room	
Breakout Time:	9:00am – 6:00pm	
Breakout Setup:	TBA	
AUDIO VISUAL		
		Price
Projector Screen and Table for Projector	N/C	
Client bringing own projector		
GOLF		
Tee Time:	None at this time	
# Players:		
Requests:	**SOFT SPIKES ONLY**	
BILLING INFORMATION		
<u>Special Billing Notes:</u>		
Any Balance Due will be direct-billed following event. Balance will be taken on Credit Card on file within one month of billing unless otherwise advised of other type of payment.		
	Initials: _____	

GUARANTEE POLICY: The final number of guests for all food functions must be received by Aliso Creek Inn 72 working hours prior to scheduled function. The guaranteed number will be used for final billing. If notification is not received 72 working hours prior to the function, the original number of guests will automatically become the guarantee. A Taxable Service Charge of 20% will be added to all food and beverage. Function space is not guaranteed and is subject to change depending upon final guarantee. If contract calls for a specific departure time, Aliso Creek Inn requests your cooperation; otherwise an additional charge may be assessed. The contents of the foregoing contract meets with my approval. I consider this contract to be definite, confirmed and acknowledged receipt hereof. For this contract to become effective, a signed copy of this contract must be received by Aliso Creek Inn prior to the date of _____.

Dominic Donatoni
Sales Manager

Date

Authorized Representative Signature
James L. Buisse, Vice Chancellor
Administration & Finance

Date

Banquet Event Order



Ac Phone: 949-499-2271 ~ Fax: 949-499-3074

Account: 5449

Account: Riverside Community College Post As: Retreat			Event Date: Sunday, February 5, 2006				
Contact: Sarah Burnett Phone: 909-559-8852 Fax:			On-Site Contact: On-Site Phone: Catering Manager: Dominic Donatoni Booked By: Dominic Donatoni				
Date	Time	Room	Function	Rental	EXP	GTD	SET
Sun. Feb. 5, 2006	Arrival: 9:00am Departure: 1:00pm	Green Room	Retreat	EMP Package	35	Date	

MENU		
		<u>Price</u>
8:45am	Executive Meeting Package Aliso Continental Breakfast Fresh Orange Juice Baker's Basket Fresh Fruit	\$ 30.00++/pp
	Coffee, Tea and Decaf Coffee	
BEVERAGE		
		<u>Price</u>
No Host Bar		

MEETING ROOM REQUIREMENTS		
		<u>Price</u>
Meeting Room:	Green Room	*EMP
Meeting Time:	9:00am – 1:00pm	
Room Setup:	Rounds of 6ppl/table	
Breakout Room:	Aliso Room	
Breakout Time:	9:00am – 1:00pm	
Breakout Setup:	TBA	
AUDIO VISUAL		
		<u>Price</u>
Projector Screen and Table for Projector		N/C
Client bringing own projector		
GOLF		
Tee Time:		
# Players:		
Requests:	**SOFT SPIKES ONLY**	
BILLING INFORMATION		
<u>Special Billing Notes:</u>		
Any Balance Due will be direct-billed following event. Balance will be taken on Credit Card on file within one month of billing unless otherwise advised of other type of payment.		
	Initials: _____	

GUARANTEE POLICY: The final number of guests for all food functions must be received by Aliso Creek Inn 72 working hours prior to scheduled function. The guaranteed number will be used for final billing. If notification is not received 72 working hours prior to the function, the original number of guests will automatically become the guarantee. A Taxable Service Charge of 20% will be added to all food and beverage. Function space is not guaranteed and is subject to change depending upon final guarantee. If contract calls for a specific departure time, Aliso Creek Inn requests your cooperation; otherwise an additional charge may be assessed. The contents of the foregoing contract meets with my approval. I consider this contract to be definite, confirmed and acknowledged receipt hereof. For this contract to become effective, a signed copy of this contract must be received by Aliso Creek Inn prior to the date of _____.

Dominic Donatoni
Sales Manager

Date

Authorized Representative Signature
James L. Buysse, Vice-Chancellor
Administration & Finance

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5-a

Date: November 15, 2005

Subject: Modification to Grant Agreement with the Foundation for California
Community Colleges

Background: Presented for the Board's review and consideration is a Modification to the Grant Agreement between Riverside Community College District and the Foundation for California Community Colleges for the Temporary Assistance for Needy Families–Child Development Careers Program initially presented to the Board on August 23, 2005. The Modification provides an increase in funding. The term of this modified agreement is June 1, 2005 through May 31, 2006. Funds provided by the Foundation for California Community Colleges for this program have increased \$41,556.00 for a new total of \$122,346.00.

Recommended Action: It is recommended that the Board of Trustees ratify this modified agreement, from June 1, 2005 through May 31, 2006, for the amount of \$122,346.00, 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

TEMPORARY ASSISTANCE FOR NEEDY FAMILIES - CHILD DEVELOPMENT CAREERS (TANF-CDC) PROGRAM

GRANT AGREEMENT MODIFICATION # 06-041-1

BY AND BETWEEN THE
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)

This Modification to Grant Agreement (Agreement) #06-041 between the Riverside Community College District (the District) and the Foundation for California Community Colleges (FCCC) is entered into this first day of June, 2005 for the purposes of providing grant funding, fiscal management, and accountability for the Temporary Assistance For Needy Families-Child Development Careers (TANF-CDC) Program operated by the District's Riverside Community College.

This Modification (#06-041) changes the Grant Agreement in the following areas:

- 1) During the 2005-06 Program year, the TANF-CDC Program Facilitator Stipend will be provided at a rate of \$125.00 per month/per student enrolled and the CalWORKs Liaison Stipend will be provided at a rate of \$62.50 per month/per student enrolled.
- 2) Provides additional funding in the "Operating Expenses" line item for the term of the Grant Agreement. The additional funding is an aggregate amount intended to cover operating expenses for 2005-06 program year, which includes the following sub-line items: Office space, telephone and supplies. As such, it is no longer required to invoice a fixed amount per month, per sub-line item.
- 3) Provides additional funding in the Fingerprint and Background Fee, which includes the following sub-line items: Pre Practicum Fingerprint & Background Fees and Credential Fingerprint Fees.
- 4) Provides additional funding in the Student Grants line items.
- 5) Provides additional funding in the Travel line item for travel expenses to the Regional Training Institutes.
- 6) Provides funding in the Travel budget line item for travel expenses to the IBRS-PTS training.
- 7) Provides funding in the Travel budget line item for travel expenses to the Annual TANF-CDC Program Conference.

This Modification changes the following pages and line items of the Grant Agreement. Enclosed is a new set of pages which include the modifications.

- Page 3, #4. Grant Amount and Payment, changed from \$80,790.00 to \$122,346.00.
- Page 14, Program Year 2005-06 Budget, changed to reflect the following:
 - ✓ Program Facilitator Stipend changed from \$42,000.00 to \$62,000.00.
 - ✓ Program CalWORKs Liaison Stipend changed from \$21,000.00 to \$31,000.00.
 - ✓ Operating Expenses total (which includes: Office Space, Telephone and Supplies) changed from \$3,840.00 to \$5,500.00.
 - ✓ Fingerprint and Background Fees changed from \$7,560.00 to \$8,400.00.
 - ✓ Student Emergency Book Grants changed from \$3,360.00 to \$6,048.00.
 - ✓ Student Emergency Transportation Grants changed from \$2,730.00 to \$6,048.00.
 - ✓ Travel Expenses to Regional Training Institute changed from \$300.00 to \$500.00.
 - ✓ Travel Expenses to the IBRS-Participant Tracking System (PTS) changed from TBD to \$850.00.
 - ✓ Travel Expenses to the Annual TANF-CDC Program Conference changed from TBD to \$2,000.00.
 - ✓ Total 2005-2006 Grant Amount changed from \$80,790.00 to \$122,346.00.

- Page17, Attachment D, Allowable Activities/Services, Definitions and Prohibitions, budget line items: "Office Space, Office Telephone and Office Supplies" were deleted and replaced by "Operating Expenses" and allowable activities/services for the line-item has been amended.

The individuals signing below have the authority to enter into and agree to all of the terms, requirements, and conditions set forth in this Grant Agreement and commit their respective organizations to comply with them.

RESPONSIBLE ADMINISTRATOR:		
SIGNATURE	PRINT NAME	DATE
TANF-CDC PROGRAM FACILITATOR:		
SIGNATURE	PRINT NAME	DATE
TANF-CDC PROGRAM CALWORKS LIAISON:		
SIGNATURE	PRINT NAME	DATE
DISTRICT CHIEF BUSINESS OFFICER:		
SIGNATURE	PRINT NAME	DATE

ON BEHALF OF THE FCCC:		
ED CONNOLLY DIRECTOR, TANF-CDC PROGRAM		DATE
JEFF THOMPSON VICE PRESIDENT, LEARNING PROGRAMS		DATE
RANDY FONG VICE PRESIDENT, FINANCE		DATE

4. GRANT AMOUNT AND PAYMENTS

- 4.01 In consideration of satisfactory performance of services described in this Agreement and Attachments, the FCCC agrees to pay the District a total amount not to exceed \$122,346.00.
- 4.02 Grant funds shall be expended only for the items and amounts identified (e.g., TANF-CDC Program Facilitator Stipend) and in support of the TANF-CDC Program activities described in this Agreement.
- 4.03 Payments shall be made as set forth below.
- a. Payments shall be made monthly in arrears on a cost reimbursement basis upon FCCC's receipt of the Monthly Reimbursement Invoice from the District no later than the 15th day of the month following the invoiced month. The TANF-CDC Program Facilitator and CalWORKs Liaison Stipends are calculated, and the campus receives funding, based on the number of TANF-CDC students enrolled during the report month (See Attachment D: Campus Budget Line Item Allowable Activities/Services, Definitions & Prohibitions for detailed information on the allowable uses/expenditure of funds). Late invoices will be held over for payment in the following month.
 - b. Payments shall be made to the District on a monthly basis upon receipt of a TANF-CDC Program Monthly Invoice and Monthly Progress Report. Based upon the California Department of Education's (CDE) contract's policies and procedures, the Foundation may retain out of each payment an amount equal to ten percent (10%) thereof. The Foundation shall make final payment of the ten percent to the District upon completion and acceptance of work and payment by the CDE.
 - c. Payments to be made to the District as specified herein shall include all taxes of any description, federal, state and municipal, assessed against the District by reason of this grant.
 - d. Funds available under this contract that are not expended and invoiced by the district within the corresponding performance period (May 31, 2006) shall revert back to the FCCC.

5. GRANT REVISIONS AND LEVEL OF TANF STUDENT ENROLLMENTS

- 5.01 Changes to this Grant Agreement, the District's performance objectives, work plan, budget, and student enrollment levels must receive prior written approval by FCCC's TANF-CDC Program Director.

6. REPORTS

The District's (participating colleges within the District) shall prepare the following reports (forms will be provided by FCCC's TANF-CDC Program Director) which must be received by FCCC by the specified dates. Failure to meet report deadlines may jeopardize funding.

- 6.01 Monthly Progress Reports: Submitted to FCCC on the fifteenth day following the month on prescribed report forms.
- 6.02 Monthly Reimbursement Invoices: Submitted to FCCC on the fifteenth day following the month in which the expenditures were incurred on FCCC prescribed forms. Monthly Reimbursement Invoices shall not be processed without the corresponding submission of a Monthly Progress Report, Enrollment Applications and current Participant Change of Status Forms which support the amount claimed on the invoice.

Program Year 2005-06 Budget:

The budget amounts identified below are based on the total number of unduplicated students indicated in question number 3 above. If your campus enrolls less students than indicated in question 3 above your budget will be reduced proportionately.

Category	Amount	
Campus TANF-CDC Program Facilitator Stipend:		
1. 38 Students x \$125.00 / Month x 2 Months = (Summer 2005)*	\$ 9,500.00	
2. 42 Students x \$125.00 / Month x 10 Months = (Fall 2005 & Spring 2006)*	\$ 52,500.00	\$ 62,000.00
3. 0 Students x \$125.00 / Month x 5 Months = (Spring 2006 Only)*	\$ 0.00	
CalWORKs Liaison Stipend:		
1. 38 Students x \$62.50 / Month x 2 Months = (Summer 2005)*	\$ 4,750.00	
2. 42 Students x \$62.50 / Month x 10 Months = (Fall 2005 & Spring 2006)*	\$ 26,250.00	\$ 31,000.00
3. 0 Students x \$62.50 / Month x 5 Months = (Spring 2006 Only)*	\$ 0.00	
Operating Expenses:		
▪ Office Space		\$ 5,500.00
▪ Office Telephone		
▪ Office Supplies		
Fingerprint & Background Fees:		
▪ Initial Participant Background & Fingerprint Fees		\$ 8,400.00
▪ Permit Credential Fingerprint Fees (42 Students x \$200.00)		
Travel Expenses to Regional Training Institute		\$ 500.00
Travel Expenses to Annual TANF-CDC Program Conference		\$ 2,000.00
Travel Expenses to Initial TANF-CDC Program IBRS-Participant Tracking System (PTS) Training		\$ 850.00
Student Emergency Book Grants (42 Students x \$144.00)		\$ 6,048.00
Student Emergency Transportation Grants (42 Students x \$144.00)		\$ 6,048.00
Total 2005-06 Grant Amount:		\$ 122,346.00

* Student Numbers for the Summer Semester reflect those reported by the college in the 2004-05 Program Year End Report, Part I – C1.

* Student Numbers for the Fall & Spring Semesters reflect those reported by the college in the 2005-06 Program Application form.

* Summer 2005 Semester includes months of June and July.

* Fall 2005 Semester includes months of August, September, October, November, and December.

* Spring 2006 Semester includes months of January, February, March, April, and May.

ATTACHMENT D

ALLOWABLE ACTIVITIES/SERVICES, DEFINITIONS AND PROHIBITIONS

A. BUDGET LINE ITEMS AS CONTAINED IN CAMPUS GRANT AGREEMENTS

Budget Line Items:

- *Program Facilitator Stipend*
- *CalWORKs Liaison Stipend*

Allowable Activities/Services: Program Facilitator and CalWORKs Liaison Stipends can be used in one or any combinations of the following four activities/services.

1. Use to reimburse campus TANF-CDC Program Facilitator/CalWORKs Liaison for providing services to participating TANF-CDC students.
2. Pay the salary of support staff who are directly involved in the TANF-CDC Program.
3. Use the funds to provide General Student Support Services (See Page 3, Section B).
4. Use the funds to provide Additional Instructional Services (See Page 3, Section B).

As noted above Colleges are permitted to use the Program Facilitator and/or CalWORKs Stipends for purposes other than supplementing and/or replacing a portion of the Facilitator, Liaison and/or other Program related staff person(s) salary. Stipends are earned based on the number of enrolled students during the report month. Once the campus receives the Stipend funds the campus can apply/use these funds for the purposes identified on Page 3, Section B "General Student Support Services" and/or "Additional Instructional Services" for prior/subsequent months within the term of the Grant Agreement.

Budget Line Items:

- *Operating Expenses*

Allowable Activities/Services

Operating Expenses include office space, telephone and office supplies, including printed materials such as brochures and flyers that directly relate to the TANF-CDC Program. For audit purposes, if costs associated with office space and telephone have not already been fiscally identified, then it is recommended that the district/campus establish a simple "Cost Allocation Plan" (i.e. prorated portion of costs) for such items, as it relates to the TANF-CDC Program.

Your FCCC TANF-CDC Program Specialist can assist you with developing a cost allocation plan.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PERSONNEL AND LABOR RELATIONS

Report No.: V-C-1

Date: November 15, 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 San Francisco Marriott in San Francisco, California, on Saturday, January 28, 2006, from 9:00 a.m. until 3:00 p.m. Attendance at the Job Fair will require a total booth fee of \$750.00 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 28, 2006, and requires a total of \$750.00 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 2006 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

California Community Colleges Registry
17th Annual Job Fairs 2006, Los Angeles and San Francisco

TERMS AND CONDITIONS

- 1) Ten college districts must participate at each venue to hold a CCC Registry Job Fair 2006 in Los Angeles or San Francisco.
- 2) Due to fire code regulations, only five staff/single booth or ten staff/double booth will be permitted at one time. If you plan on more staff in attendance than 5/10 then contact the hotel directly to reserve a hospitality suite.
- 3) A \$250 deposit must be received no later than December 13, 2005 to reserve a space. A reservation form without a deposit does not ensure a booth space.
- 4) Full payment must be received no later than January 13, 2006.
- 5) Open positions must be received by January 13, 2006 to be included in the job list for distribution to job seekers.
- 6) Cancellation before January 13, 2006 will result in forfeiture of \$250 deposit.
- 7) Cancellation after January 13, 2006 will result in forfeiture of full payment.
- 8) Cancellation must be made in writing and faxed to the CCC Registry office by 4:00 p.m, January 13, 2006. No exceptions will be made.

Name Here Print Name Here Date Sign

Fax this document with your registration form to (209) 527-3534.

CCC Registry Los Angeles and San Francisco 17th Annual Job Fairs 2006

Sat., January 21, 2006
 9:00 a.m. – 3:00 p.m.
 LAX Hilton
 5711 West Century Blvd
 Los Angeles, CA 90045
 Phone: (310) 410-4000
 Booth rate: \$1250
 Includes 2 lunches

Sat., January 28, 2006
 9:00 a.m. – 3:00 p.m.
 SFO Marriott
 1800 Bayshore HWY
 Burlingame, CA 94010
 Phone: (650) 692-9100
 Booth rate: \$750 Includes 2
 lunches

LA Job Fair:	\$1250	LA Job Fair Only	\$
SF Job Fair:	\$ 750	SF Job Fair Only	\$
Both Job Fairs:	\$1800	Both Job Fairs	\$
Additional Space:	\$250 ea	Add. Space	\$
Job List Only:	\$100	Add. Lunch	\$
Additional Lunch:	\$20ea	Job List Only	\$
		Total	\$

PLEASE COMPLETE THE FOLLOWING INFORMATION: (PRINT OR TYPE)

Contact Person:

Telephone:

College/District:
 (Identifies how sign will read)

Fax:

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

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: November 15, 2005

Subject: Amendment of Board Policy 1080 Regulations and Establishment of a Conflict of Interest Code– Second 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, revised Board Policy 1080 Regulations and a separate, stand-alone Conflict of Interest Code have been prepared for Board approval. All 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 the Conflict of Interest Code is a verbatim copy of the recommendations of District counsel.

Please note that the documents of the Second Reading differ from those of the First Reading. The First Reading included the Code in the proposed revised Regulations. In this Second Reading the Code is a stand-alone document. The Resolution was also modified to reflect this change. This change was made on advice of counsel.

The new Board Policy and Code differ from the previous Code and Regulations in the following ways:

1. The Code is a stand-alone document separate from the Board Policy. This is necessary to meet FPPC regulations. The new Board Policy 1080 Regulations will now state that the Code has been adopted and refers to the Code. The existing Regulations for Board Policy 1080 have been deleted. The same general requirements are found in the newly adopted Code.
2. 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."

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PERSONNEL AND LABOR RELATIONS

Report No: V-C-2

Date: November 15, 2005

Subject: Amendment of Board Policy 1080 Regulations and Establishment of a Conflict of Interest Code– Second Reading (continued)

3. 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.
4. 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.
5. At the first reading of the revised Board Policy disclosure requirements were extended to the RCC Foundation, the Citizen's Bond Oversight Committee and the Gateway to College Charter School. The Board instructed the staff to review the operations of these entities and determine whether they have a material economic effect on the District. The staff has determined that these entities do not any material economic effect on the District. Therefore they have been removed from the revised Code.
6. 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 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.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PERSONNEL AND LABOR RELATIONS

Report No: V-C-2

Date: November 15, 2005

Subject: Amendment of Board Policy 1080 Regulations and Establishment of a Conflict of Interest Code– Second Reading (continued)

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 approve the Resolution, the revised Board Policy 1080 Regulations and the new Conflict of Interest Code.

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 Board Policy 1080 Regulations and the Adoption of the
Riverside Community College District Conflict of Interest Code

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 Regulations of Board Policy 1080.

Section 2: Establish Regulations for the Board Policy 1080 to adopt a Conflict of Interest Code pursuant to the requirements of the Political Reform Act of 1974, Government Code 81000 et seq (the Act).

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 15th day of November, 2005.

President of the Riverside Community
College District Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 1080, Conflict of Interest Code

The District has adopted a Conflict of Interest Code (the "Code") pursuant to the requirements of the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"). The Code sets forth the required provisions for the disclosure of assets and income of designated employees, the disqualification of designated employees from acting where a conflict of interest exists, the list of designated employees subject to the disclosure provisions of the Code, and the list of disclosure categories specifying the types of assets and income required to be disclosed by each of the designated employees. The requirements of the Code are in addition to other state and local laws pertaining to conflicts of interest and have the force and effect of law. All officers and employees are directed to refer to the District's Conflict of Interest Code for these specific requirements.

The Conflict of Interest Code is held in the office of the Director of Administrative Services as the District's Filing Officer/Official and is available for viewing and copying during regular business hours.

CONFLICT OF INTEREST CODE

OF THE

RIVERSIDE COMMUNITY COLLEGE

DISTRICT

Amended November 15, 2005

The following Conflict of Interest Code of the Riverside Community College District was adopted by Resolution No. 06-05/06 of the Board of Trustees on November 15, 2005.

Approved by the Board of Supervisors
County of Riverside

Date: _____

CONFLICT OF INTEREST CODE
OF THE
RIVERSIDE COMMUNITY COLLEGE DISTRICT

(Amended November 15, 2005)

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; 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).

§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 economic 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 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.¹

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 economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those 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 economic interests set forth in a designated employee's disclosure

categories are the kinds of 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.²

(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.

(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 property³ is required to be reported,⁴ 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,⁵ 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), 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,⁶ 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 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 \$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 \$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 \$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 – 91014. 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.

History

1. New section filed 4-2-80 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 4-13-87; 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 2-4-93; 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 1-4-94.
12. Amendment filed and effective 3-14-95.
13. Amendment filed and effective 10-23-96.
14. Amendment filed and effective 4-9-97.
15. Amendment filed and effective 8-24-98.
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.

¹ 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.

²See 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.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ 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.

⁵ 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.

⁶ 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.

APPENDIX

**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 investments³:

Members of the Board Trustees

Chancellor

Vice-Chancellor, Administration and Finance

Associate Vice Chancellor, Finance

Investment Consultant

³ Individuals holding one of the above-listed positions may contact the FPPC for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED EMPLOYEES’ TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES ASSIGNED</u>
<u>Vice Chancellor, Academic Affairs</u>	<u>1,2</u>
<u>Vice Chancellor, Student Services and Operations</u>	<u>1,2</u>
<u>President, Moreno Valley College</u>	<u>1,2</u>
<u>President, Norco College</u>	<u>1,2</u>
<u>President, Riverside City College</u>	<u>1,2</u>
<u>Provost, Moreno Valley Campus</u>	<u>1,2</u>
<u>Provost, Norco Campus</u>	<u>1,2</u>
<u>Executive Assistant to the Chancellor and Chief of Staff</u>	<u>1,2</u>
<u>Associate Vice Chancellor, Facilities</u>	<u>1,2</u>
<u>Associate Vice Chancellor, Human Resources</u>	<u>6</u>
<u>Associate Vice Chancellor, Information Services</u>	<u>6</u>
<u>Associate Vice Chancellor, Institutional Effectiveness</u>	<u>6</u>
<u>Associate Vice Chancellor, Instruction</u>	<u>6</u>
<u>Associate Vice Chancellor, Public Affairs & Institutional Advancement</u>	<u>6</u>
<u>Associate Vice Chancellor, Student Services</u>	<u>6</u>
<u>Vice President, Business Services</u>	<u>1,2</u>
<u>Executive Dean, School of the Arts</u>	<u>6</u>

<u>DESIGNATED EMPLOYEES'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
<u>Executive Dean, School of the Arts</u>	<u>6</u>
<u>Executive Dean, Technology and Learning Resources</u>	<u>6</u>
<u>District Controller</u>	<u>1,2</u>
<u>District Dean, Admissions and Records</u>	<u>6</u>
<u>District Dean, Disabled Student Programs and Services</u>	<u>6</u>
<u>District Dean, Physical Education and Athletics</u>	<u>6</u>
<u>District Dean, Student Financial Services</u>	<u>6</u>
<u>Dean, Academic and Student Affairs</u>	<u>6</u>
<u>Dean, Administrative Support Center</u>	<u>6</u>
<u>Dean, Early Childhood Programs</u>	<u>6</u>
<u>Dean/Department Chair, Economic Development</u>	<u>6</u>
<u>Dean/Director, Nursing Education</u>	<u>6</u>
<u>Dean/Director, Institutional Reporting and Academic Services</u>	<u>6</u>
<u>Dean, Occupational Education</u>	<u>6</u>
<u>Dean, Open Campus</u>	<u>6</u>
<u>Dean, Public Safety Education and Training</u>	<u>6</u>
<u>Dean, Riverside School of the Arts</u>	<u>6</u>
<u>Dean, Student Services</u>	<u>6</u>
<u>Dean, Workforce Preparation</u>	<u>6</u>
<u>Dean of Education</u>	<u>6</u>
<u>Dean of Faculty Affairs</u>	<u>6</u>
<u>Dean of Instruction</u>	<u>6</u>

<u>DESIGNATED EMPLOYEES'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
<u>Associate Dean, Academic and Student Affairs</u>	6
<u>Associate Dean, Early Childhood Education</u>	6
<u>Associate Dean, Governmental Relations, Grants and Contracts</u>	6
<u>Associate Dean, Teacher Preparation and Education Programs</u>	6
<u>District Director, Sports Information/ Athletic Event Supervisor</u>	6
<u>District Director, Health Services</u>	6
<u>Director, Administrative Services</u>	1,2
<u>Director, Administrative Support Center</u>	6
<u>Director, Center for Applied Competitive Technologies</u>	6
<u>Director, Center for International Students and Programs</u>	6
<u>Director, Chief of College Safety and Police</u>	6
<u>Director, Communications and Web Development</u>	6
<u>Director, Corporate and Business Development</u>	6
<u>Director, Distance Education</u>	6
<u>Director, Diversity, Equity and Compliance/Assistant to the Chancellor</u>	6
<u>Director of Facilities/Facilities Planning and Projects</u>	1,2
<u>Director, Facilities/Operations and Maintenance</u>	1,2
<u>Director, Fire Technology/Fire Academy Program</u>	6
<u>Director, Food Services</u>	6
<u>Director, Foster Care & Independent Living Skills</u>	6
<u>Director, Grants and Contract Services</u>	6

<u>DESIGNATED EMPLOYEES'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
<u>Director, Hospitality/Culinary Arts Program</u>	<u>6</u>
<u>Director, Institutional Research</u>	<u>6</u>
<u>Director, Middle College High School</u>	<u>6</u>
<u>Director, Passport Plus</u>	<u>6</u>
<u>Director, Procurement Assistance Center</u>	<u>6</u>
<u>Director, RCC Foundation and Alumni Affairs</u>	<u>6</u>
<u>Director, Software Development</u>	<u>6</u>
<u>EOPS Director</u>	<u>6</u>
<u>Project Director, Gateway to College</u>	<u>6</u>
<u>Project Director, Developing Hispanic Service Institutions Grant</u>	<u>6</u>
<u>Statewide Director, Center for International Trade Development</u>	<u>6</u>
<u>Talent Search Director</u>	<u>6</u>
<u>Trio Director</u>	<u>6</u>
<u>Associate Director, Grant and Contract Services</u>	<u>6</u>
<u>Associate Director, Institutional Research</u>	<u>6</u>
<u>Assistant Director, Admissions and Records</u>	<u>6</u>
<u>Assistant Director, Food Services</u>	<u>6</u>
<u>Assistant Director, Information Services Operations</u>	<u>6</u>
<u>Assistant Director, Operations</u>	<u>6</u>
<u>Assistant Director, RCC Foundation</u>	<u>6</u>
<u>Assistant Director, Student Financial Services</u>	<u>6</u>
<u>Manager, Grant and Contract Compliance</u>	<u>6</u>

<u>DESIGNATED EMPLOYEES'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
<u>Manager, Grounds</u>	6
<u>Manager, Maintenance</u>	6
<u>Manager, Maintenance Site</u>	6
<u>Manager, Network</u>	6
<u>4faculty.org Project Manager</u>	6
<u>Auxiliary Business Services Manager</u>	1,2
<u>Campus Administrative Support Center Manager</u>	6
<u>Contracts Manager</u>	5
<u>Facilities Manager/Facilities Planning & Environmental Health/Safety</u>	6
<u>Facilities Manager, Grounds and Projects</u>	6
<u>General Counsel</u>	1, 2
<u>Human Resources Administrative Manager</u>	6
<u>Instructional Media Center Manager</u>	6
<u>Library Learning Resources Administrative Manager</u>	6
<u>Maintenance Manager</u>	6
<u>Maintenance Site Manager</u>	6
<u>Network Manager</u>	6
<u>Purchasing Manager</u>	5
<u>Assistant Custodial Manager</u>	6
<u>Assistant Grounds Manager</u>	6
<u>Supervisor, Payroll</u>	6

<u>DESIGNATED EMPLOYEES'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
<u>Supervisor/Sergeant, Safety and Police</u>	<u>6</u>
<u>Community Education Supervisor</u>	<u>6</u>
<u>Microcomputer Support Supervisor</u>	<u>6</u>
<u>Warehouse Supervisor</u>	<u>6</u>
<u>International Trade Specialist</u>	<u>6</u>
<u>Outcomes Assessment Specialist</u>	<u>6</u>
<u>Purchasing Specialist</u>	<u>5</u>
<u>Consultant⁴</u>	<u>1,2</u>

⁴ 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.

EXHIBIT “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property which the Designated Employee must disclose for each disclosure category to which he or she is assigned.

Category 1: All investments and business positions in business entities, and sources of income located in, that do business in or own real property within the jurisdiction of the District.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the District.

Category 3: All investments and business positions in, and sources of income from, business entities that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District.

Category 4: All investments and business positions in, and sources of income from, business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the District.

Category 6: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee’s Department, Unit or Division.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

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
BOARD OF TRUSTEES

Report No.: V-C-3

DATE: November 15, 2005

Subject: Regulations for Policy 1011, Board of Trustees' Committee Bylaws - Second Reading

Background: The revised Regulations for Policy 1011 were accepted for first reading at the August 23, 2005 regular Board meeting. Since that time, they have been reviewed and revised by staff and counsel.

Recommended Action: It is recommended that the Board of Trustees approve the revised Regulations for Policy 1011, Board of Trustees' Committee Bylaws.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia MacDonald
Chief of Staff/Executive Assistant to the Chancellor

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 1011, Board of Trustees' Committee Bylaws

I. Meetings of the Committees

A. Regular Committee Meetings

~~The~~ Regular committee meetings of the Board will be held ~~principally~~ **generally** on the first or second **Monday or** Tuesday of each month at ~~5:00 p.m., 6:00 p.m., and/or 7:00 p.m.~~ **5:00 p.m., 6:00 p.m., and/or 7:00 p.m.** ~~In case the date of any regular committee meeting is changed, the secretary to the Board will take appropriate steps to inform the public of the change in advance of the meeting.~~ **times stated on the agenda.**

B. Special Committee Meetings

Special committee meetings of the Board may be called by the Board committee chairperson or member.

~~A notice of the meeting shall be posted at least 24 hours prior to the special committee meeting and shall specify the time, location of the meeting, and shall be posted in a location that is freely accessible to members of the public and District employees. Reason for the special committee meeting shall be provided. No other business shall be conducted.~~ **Special committee meetings may be called by the Committee Chair in consultation with the Committee Vice-Chair and the Chancellor, or designee, all of whom must agree.**

C. Adjourned Committee Meetings

Adjourned committee meetings may be held as the business of the committee requires. Notice provisions are the same as for special meetings. ~~A copy of the adjournment will be posted within 24 hours in a location that is freely accessible to members of the public and District employees.~~

D. Place of Meetings

~~All committee meetings will be held in Room AD 122 of the O. W. Noble Administration Building on the Riverside City Campus unless changed in accordance with law.~~ **The location of committee meetings shall be stated on the meeting agenda.**

~~E.~~ **Purpose**

~~The purpose of the committee meetings is to receive information on items that will be presented at a future monthly board meeting.~~

~~F. Quorum~~

~~One Board member shall constitute a quorum for the transaction of business. In accordance with The Brown Act, [Gov't. Code Sec. 54952.2(c)(6)], a majority of the Board may attend an open and noticed meeting of a standing committee, so long as those who are not members of the standing committee, and which cause a majority of the Board to be present, attend the committee meeting only as observers. As such, they cannot address the committee by testifying, asking questions or providing information, nor can they sit on the dais (81 Ops. Cal. Atty. Gen. 156, 158 [1998]).~~

~~If both Board members assigned to a committee should be unable to attend their assigned committee meeting, then another Board member may preside over the committee in their absence.~~

E. Quorum

The presence of either the Chair or the Vice-Chair shall constitute a quorum for the transaction of committee business.

~~H. Organization of the Board Committees~~

II. Nature and Purpose of Committees

The committees are a forum where the various constituencies of the District – faculty, classified/confidential employees, administrators, and students – meet to discuss issues and to present ideas. The committees will not take votes, but rather, will hear and discuss opinions. The general purpose of the committees, then, is to provide advice to the Board of Trustees and to effectuate the goals of shared governance.

III. Committee Membership

Each Board member is a member of each committee, with one Board member being the Chair, and another being the Vice-Chair. Other committee members are the Chancellor; a Vice Chancellor, or other administrator designated by the Chancellor; the President(s)/Provost(s); the Chief of Staff; representatives from the Academic Senate, the Associated Students, classified employees; CTA, CSEA, and confidential employees; and any other person designated by the Chancellor or by the Chair.

~~Each committee structure will be two Board members, one being the chairperson, the other the vice chairperson. Other committee members are ex officio (i.e., Academic Senate, ASRCC, CTA, CSEA, and Confidential representatives*). Resource persons: Chancellor of the District, Board of Trustees President, Provosts, Chief of Staff.~~

IV. Committee Officers

A. Chairperson

~~The Chair person of the Board of Trustees' committees shall:~~

- ~~1. Preside at all committee meetings of the assigned committee whenever possible.~~
- ~~2. Review the agenda.~~
2. **Serve as spokesperson for the committee. when a decision or consensus has been reached.**
- ~~3. Perform such other duties as determined by the Board of Trustees.~~
- ~~4. Perform such other duties as prescribed by law or by action of the Board of Trustees.~~

B. Vice-Chairperson

~~The Vice-Chair shall perform the duties of the Chair when the Chair is unavailable. person of the Board of Trustees' committees shall:~~

- ~~1. Perform the duties required of the chairperson of the committee when that individual is unavailable.~~

C. Secretary to the Board's Committees

~~The secretary to the Board's committees (Chancellor of the District/or designee) shall~~ **The Chancellor, or designee, shall serve as Secretary to the committees and shall:**

1. Be responsible for all records, minutes, proceedings and documents of the ~~Board~~ committee meetings.
2. Notify members of all committee meetings.

*-CTA, CSEA, and Confidential representatives are ex officio on the Personnel and Labor Relations Committee.

3. Attend ~~all~~ committee meetings.
4. Prepare the agendas ~~for committee meetings~~.

V. Agenda

- ~~A. Whenever possible, an agenda shall be posted by the board committee or its designee in a location freely accessible to the public 72 hours before the regular meeting. The agenda will specify time, location, and a brief general description of each item of committee business. No action shall be taken on any item not appearing on the posted agenda.~~
- ~~B. The agenda for the committee meetings will be prepared by the Chancellor of the District. Proposed agenda items should be received by the Chancellor of the District two Wednesday's preceding regular committee meeting days.~~

An agenda shall be prepared and posted for each committee meeting in compliance with the Brown Act.

VI. Minutes

- ~~A. The minutes of the committee meetings shall record those present and who presided **over the meeting**. The minutes should indicate time of arrival or departure of members once the committee is in session. The minutes shall also record all resolutions and recommendations of the administration and the pertinent information to be presented to the Board at its regular scheduled meetings.~~
- B. The minutes are public records ~~and shall be available to the public.~~

May 17, 2005

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: V-D-1

Date: November 15, 2005

Subject: Quadrangle Modernization Construction Project Budget

Background: The California Community College Chancellor's Office approved the Riverside Community College District's "Quadrangle Modernization" project on May 10, 2002. As a modernization project, the level of State funding is solely based on State guidelines. Any remaining funding not covered by the State must come from the District. In this regard, local funding is typically required for IT and scheduled maintenance expenditures incurred in connection with a modernization project.

Staff now seeks approval of the Quadrangle Modernization construction project budget in the amount of \$18,097,678. This budget excludes IT equipment costs which must be funded via Measure C, as this matter is still under review within the Riverside City College campus community. A budget for this equipment will be presented to the Board at a later date. Budget details relative to construction are as follows:

Source of Funds:

7/25/2001 RCCD funded (P/W)	\$ 1,040,000
8/24/2004 State (C/E)	\$12,554,000
Measure C	<u>\$ 4,503,678</u>
Total Project Cost	<u>\$18,097,678</u>

Measure C funds are needed to cover the following expenses:

- \$ 607,919 Additional preliminary plans and working drawings.
- \$3,580,835 Additional reconstruction not covered by the State, as recommended by the Riverside Campus Strategic Planning Committee, to include roofing, upgrade transformer/ fan coils, decorative metal gates, wood flooring in Art Gallery and replacement of ceiling grids and lights. Also, a clock tower, which was included in the original Quad design, is recommended to maintain integrity with that design.
- \$ 314,924 Additional soft costs, including testing inspection, labor compliance, construction management, architectural and engineering oversight.
- \$4,503,678 Measure C Total

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: V-D-1

Date: November 15, 2005

Subject: Quadrangle Modernization Construction Project Budget (continued)

Recommended Action:

It is recommended that the Board of Trustees approve the Quad Modernization construction project budget of \$18,097,678, including an augmentation from Measure C in the amount of \$4,503,678.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No. V-D-2

Date: November 15, 2005

Subject: Award of Bid – Quadrangle Modernization Project, Riverside City College

Background: The Riverside Community College District solicited an Invitation for Bid from pre-qualified and experienced contractors to modernize and construct the Quadrangle building at the Riverside City College campus. Eight companies initially responded, and each met the criteria to be qualified for further consideration. They thus were provided the specifications and plans required for submitting a sealed bid.

On September 22, 2005, bids were received from four vendors. The results were as follows:

Contractor	Base Bid	Alternate 1 Clock Tower	Alternate 2 Replace Windows	Windows Per lin ft.	Epoxy Grout Per lin ft.
ASR Constructors Riverside	12,453,000	567,000	898,000	100	30
Douglas e. Barnhart Inc. San Diego	14,295,592	539,558	1,630,367	1,300	65
Tovey/Schultz Construction Lake Elsinore	13,346,000	426,000	38,000	300	250
Perera Construction Ontario	13,240,000	383,000	98,000	45	45

Based upon review, District staff recommends awarding the base bid amount of \$12,453,000 and Alternate 1, Clock Tower, in the bid amount of \$567,000 ... for a total of \$13,020,000 ... to ASR Constructors from Riverside, California. References for ASR Constructors were checked and found to be satisfactory. Funding will come from the State Construction Fund and Measure C general obligation bond proceeds as provided in the project budget.

Recommended Action: It is recommended that the Board of Trustees award a bid for the Quadrangle Modernization project to ASR Constructors in the amount of \$13,020,000 consisting of \$12,453,000 for the base bid and \$567,000 for Alternate 1, Clock Tower, 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
FINANCE AND AUDIT

Report No.: V-D-3

Date: November 15, 2005

Subject: The Mitigated Negative Declaration for the Riverside School for the Performing and Media Arts

Background: The Riverside Community College District has completed an Initial Study of the Riverside School for the Performing and Media Arts in accordance with the District's Guidelines implementing the California Environmental Quality Act (CEQA). This Initial Study was undertaken for the purpose of deciding whether the project might have a significant impact on the environment. On the basis of the Initial Study, District staff has concluded that the project will not have a significant impact on the environment and has therefore prepared a Mitigated Negative Declaration based on the following:

1. The proposed project is in conformance with the City of Riverside Downtown Specific Plan-Raincross District Designation (DSP-RC).
2. The proposed project is in conformance with the existing DSP-RC zoning.
3. The proposed project is in conformance with the Riverside Community College District Educational Master Plan (1997-2005 and Beyond).
4. The proposed project is designed to protect public health, safety and general welfare.
5. The proposed project is compatible with present and future logical development of the area.
6. The Initial Study has been prepared for the proposed project to document reasons to support the finding.
7. The Initial Study finds that the project with proposed mitigation will not have a significant impact on the environment and a Notice of Public Hearing and Notice of Intent to Adopt a Mitigated Negative Declaration should be posted.

Recommended Action:

It is recommended that the Board of Trustees:

1. Adopt a Mitigated Negative Declaration based on the findings incorporated in the Initial Study and the conclusion that with the proposed mitigations, the project will not have a significant impact on the environment.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: V-D-3

Date: November 15, 2005

Subject: The Mitigated Negative Declaration for the Riverside School for the Performing and Media Arts (continued)

2. Adopt a De Minimis Impact finding based on the findings and conclusions contained in the Initial Study, including the fact that there is no evidence before the District that the project will have an adverse impact on wildlife resources.
3. Approve the Riverside School for the Performing and Media Arts Project, subject to the mitigation measures and conditions of approval based upon the findings and conclusions incorporated in the Initial Study.
4. Direct staff to post the Notice of Determination and to file the De Minimis Impact finding and Mitigated Negative Declaration with the Riverside County Clerk's Office.
5. Direct staff to post the Notice of Determination in the Riverside Community College District Facilities Office.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BUSINESS FROM BOARD MEMBERS

Report No.: VIII-A

DATE: November 15, 2005

Subject: Resolution Commemorating Contributions of Mr. Harley Knox to the Riverside Community College District and the Inland Empire – Resolution No. 11-05/06

Background: Mr. Harley Knox passed away on Tuesday, October 25, 2005, after many, many years of contributions to the Moreno Valley community and the Inland Empire as a whole. In his vision for a vibrant inland region, Harley and fellow business leaders and landowners formed The Valley Group, a major force in developing infrastructure and promoting economic progress. A member of the RCC Foundation Board from 1988-1994, he served as Chairman of the District's Endowed Scholarship Campaign where he helped raise \$1 million in the committee's first year.

Recommended Action: It is recommended that the Board of Trustees adopt the resolution recognizing Mr. Harley Knox posthumously.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia MacDonald
Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 11-05/06

Commemorating the Contributions of Mr. Harley Knox to the
Riverside Community College District and the Inland Empire

WHEREAS, Harley Knox was a farmer, inventor, entrepreneur, and real estate developer who was influential in the industrial development of parcels of land critical to the region's economic development and growth as a center for Pacific Rim trade; and

WHEREAS, his business expertise and sound judgment was recognized by former Governor Pete Wilson (who appointed him as a commissioner on the California Boating and Waterways Commission) and the late Congressman Sonny Bono (who appointment him as a member of the Selection Committee for Appointments to the U.S. Military Academies); and

WHEREAS, in the 1980s he was instrumental in the effort to incorporate Moreno Valley and twice served as chairman of the Planning Commission as the city grew from 35,000 to 135,000 residents; and

WHEREAS, he was instrumental in the conversion of 400 acres adjacent to March Air Reserve Base into a commercial airport and distribution center called the March GlobalPort; and

WHEREAS, he was active in numerous economic development groups including the Inland Empire Economic Partnership, the Western Riverside County Council of Governments, and serving as past president and founding member of The Valley Group; and

WHEREAS, he served as chairman of the Board of Directors of the Riverside Community College District Foundation, as well as chairman of the Scholarship Committee, which raised \$1 million in endowed scholarships during the committee's first year; and

WHEREAS, he headed the campaign for the monumental art work project for the Moreno Valley Campus, which resulted in a three-part historical mural that is now considered a campus and community landmark; and

WHEREAS, he was active in many other community service organizations such as the Riverside Community Hospital Foundation, the Moreno Valley YMCA Steering Committee, the University of California Riverside Chancellor's Round Table Forum for Worldwide Affairs, and the Riverside County General Hospital Foundation;

THEREFORE, be it resolved that the Board of Trustees of Riverside Community College District officially commemorates the invaluable contributions of Mr. Harley Knox to the Inland Empire and to the Riverside Community College District.

Date: November 15, 2005
