

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting – August 29, 2006 - 6:00 p.m.
Board Room AD122, Riverside City 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 Kristen Van Hala at (951) 222-8052 as far in advance of the meeting as possible.

- I. Approval of Minutes – Special meeting of June 13, 2006
Regular meeting of June 20, 2006
Special meeting of July 24, 2006

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

1. “California Community Colleges 2006 John W. Rice Diversity and Equity Award presented to the Student Equity Implementation Task Force for Riverside Community College District sponsored by the Foundation for California Community Colleges”
- Dr. Linda Lacy, Vice Chancellor, Student Services and Operations

III. Student Report

IV. Comments from the Public

V. Consent Items

A. Action

1. Personnel

- Appointments and assignments of academic and classified employees.

a. Academic Personnel

1. Appointments

(a) Management

(b) Contract Faculty

(c) Long-Term, Temporary Faculty

(d) Special Assignments

(e) Overload Assignments

(f) Part-Time Faculty, Hourly Assignments

(g) Child Development Center Hourly Employees (None)

(h) Department Chairs, Academic Year 2006-07

(i) Extra-Curricular Activities, Academic Year 2006-07

(j) Coordinators, Academic Year 2006-07

2. Request for Reduced Teaching Load

3. Adjustment to Effective Date of Employment

4. Request for Federal Family and Medical Leave

5. Separation

b. Classified Personnel

1. Appointments

- (a) Management/Supervisory
 - (b) Management/Supervisory – Categorically Funded (None)
 - (c) Classified/Confidential
 - (d) Classified/Confidential – Categorically Funded
 - (e) Professional Experts (None)
 - (f) Short Term
 - (g) Temporary as Needed Student Workers
 - (h) Community Education Program – 2006 Fall Semester
 - (i) Special Assignments
2. Professional Growth Achievement Steps
 3. Requests for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act
 4. Request to Rescind Appointment
 5. 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 (None)

5. Bid Awards
 - a. Reject Bid for the Electrical and Plumbing Upgrade of the Cosmetology Building
 - Recommend rejecting all bids and authorizing re-bidding of the Cosmetology electrical and plumbing upgrade project.
6. Donations
 - Recommend accepting the listed donation items.
7. Out-of-State Travel
 - Recommend approving out-of-state travel requests
8. Grants, Contracts and Agreements
 - a. Agreement with the Riverside County Superintendent of Schools
 - Recommend approving an agreement to provide information technology support services relative to the use of the County's Galaxy System.
 - b. Agreement with Kevin Fleming
 - Recommend approving the agreement to present a workshop for occupational education faculty and staff.
 - c. Agreements for 2006-07 Dance Concert Series
 - Recommend approving the agreements to provide costumes and recording services for the RCC dance concert series.
 - d. Agreement with Brunswick Moreno Valley Bowl
 - Recommend approving the agreement to provide a venue for physical education classes for the Moreno Valley Campus.
 - e. Agreement with Corona-Norco Unified School District for John F. Kennedy Middle College High School
 - Recommend approving the agreement to provide a venue for Norco Campus classes.

- f. Revised Agreement with Corona-Norco Unified School District for Norco High School
 - Recommend approving the revised agreement to include for facilities use at Norco High School by the Norco Campus and the cost of a Norco High School staff member.

Recommended Action: Request for Approval

- g. Agreement with Wendy Arnott
 - Recommend ratifying the agreement to provide modeling services for Art 40 classes at the Norco Campus.
- h. Amendment with Riverside County Regional Medical Center
 - Recommend ratifying the amendment to the affiliation agreement to include a provision for nursing instruction.
- i. Agreement with Omnimusic
 - Recommend ratifying the agreement to provide rights to use music for broadcast productions and presentations.
- j. Agreement with Luxfer Gas Cylinders
 - Recommend ratifying the agreement to provide training services covering topics of harassment prevention, industrial maintenance and supervisory skills.

Recommended Action: Request for Ratification

- k. Agreement with the City of Moreno Valley, Department of Parks and Recreation
 - Recommend approving the agreement for facility use by the Procurement Assistance Center.
- l. Agreement with Matthew Mortimer
 - Recommend approving the agreement to develop and align curriculum for the Project by Design Tech Prep Demonstration Program.
- m. Agreements for the Foster and Kinship Care Education Program Workshops
 - Recommend approving the agreements to provide workshop facilitators for the Foster and Kinship Care Education Program.

Recommended Action: Request for Approval

- n. Agreement with The Community College Foundation
- Recommend ratifying the agreement to provide educational training services for current and emancipated foster and probation youth, and their adult care providers.
Recommended Action: Request for Ratification
- o. Agreement with Orlando Alexander
- Recommend approving the agreement to provide choreography services for the Performance Riverside production of “Dreamgirls.”
- p. Agreement with Don LeMaster
- Recommend approving the agreement for music director and conducting services for the Performance Riverside production of “Will Rogers Follies: A Life in Revue.”
- q. Agreement with Sarah Stevenson
- Recommend approving the agreement to provide research on arts assessment and student learning outcomes for Riverside School for the Arts proposed programs.

Recommended Action: Request for Approval

- r. Agreement with Joel Yanofsky
- Recommend ratifying the agreement to provide playwright services for the musical theatre composition, “Shut Up and Sing!”
- s. Agreements for the Performance Riverside Production of “Damn Yankees”
- Recommend ratifying the agreements to provide services for the Performance Riverside production of “Damn Yankees.”
- t. Agreement with Karen Wilson
- Recommend ratifying the agreement to provide presentations as part of curriculum development for Riverside School for the Arts.

Recommended Action: Request for Ratification

- u. Agreement with Robert Nafarrete
 - Recommend approving the agreement to provide services as musical director of the Off Broadway series of “Assassins.”
- v. Agreement with Liebert Cassidy Whitmore
 - Recommend approving the agreement between Riverside Community College District and Liebert Cassidy Whitmore to provide employment law training services to all members of the District management association.

Recommended Action: Request for Approval

- w. Agreement with The Liquidation Company
 - Recommend approving an agreement to provide consignment services related to the sale of surplus property.
- x. Amendment to Agreement for Facilities and Business Planning Services
 - Recommend approving an addendum to an agreement for facility and business planning services.

Recommended Action: Request for Approval

9. Other Items

- a. Signature Authorization
 - Recommend authorizing a staff member to sign vendor warrant orders, orders for salary payment, notices of employment, bank checks, purchase orders and grant documents.
- b. Surplus Property
 - Recommend declaring listed property as surplus, finding the property does not exceed \$5,000 and authorizing the consigned property to be sold on behalf of the District.
- c. Surplus Property – Donation
 - Recommend declaring listed property as surplus, finding the property does not exceed \$5,000 and authorizing the property to be donated to two non-profit organizations.

Recommended Action: Request for Approval

B. Information (None)

VI. Board Committee Reports

A. Academic Affairs and Student Services

1. 2005-2008 RCCD Transfer Center Plan
-Recommend approving the 2005-2008 Transfer Plan.
2. Agreement with Loma Linda University, Department of Psychology
-Recommend approving the agreement to provide additional psychological services to RCCD students.
3. Agreement with the County of Riverside Economic Development Agency for the Community College Assistance Center
-Recommend approving the agreement to provide services to Workforce Investment Act eligible participants.
4. Agreement with Fender Museum of Music and the Arts
-Recommend approving the agreement to provide a venue for Norco Campus classes.
5. Agreement with Network International Exports, Inc.
-Recommend approving the agreement to provide project management and export assistance for clients of the Center for International Trade.
6. Sublease Agreement with the County of Riverside Economic Development Agency for the Culinary Academy
-Recommend approving the agreement to supply office space, classroom and laboratory facilities to operate the Culinary Academy.
7. Memorandum of Understanding with Jurupa Unified School District College Academies Program
-Recommend approving the Memorandum of Understanding for the Jurupa Early College Academies Program.

Recommended Action: Request for Approval

8. Memorandum of Understanding with Jurupa Unified School District for the Rubidoux Annex
-Recommend ratifying the Memorandum of Understanding to provide facilities for the Rubidoux Annex.

Recommended Action: Request for Ratification

B. Planning and Development

1. CEQA Amendment – School for Performing and Media Arts
- Recommend approving an agreement for engineering services relative to the preparation of the future site of the School for Performing and Media Arts.

Recommended Action: Request for Approval

C. Personnel and Labor Relations (None)

D. Finance and Audit

Public Hearing – Utility Retrofit Improvements

1. Public Hearing Pursuant to Government Code Section 4217 and Agreement for Utility Retrofit Improvements
- Recommend approving an agreement relative to a comprehensive utility retrofit program, following a public hearing on this matter.
2. Proposed Agreements - Construction Management Services
- Recommend approving the hiring of firms to provide construction management services on District projects.
3. Change Order No. 1 – Parking Structure Project
- Recommend approving a change order relative to the Parking Structure project.
4. Change Order No. 1 – Quad Modernization Project
- Recommend approving a change order relative to the Quad Modernization project.
5. Contracting Services for Fiscal Year 2006-2007
- Recommend approving the hiring of service firms/individuals for the 2006-2007 fiscal year to assist with capital projects, including new construction, remodeling, and renovation projects on an as-needed basis.
6. Proposed Agreement to Hire KCT Consultants, Inc. – Nursing/Sciences Building Project and Moreno Valley Phase III – Student Academic Services Facility Project
- Recommend approving agreements relative to the Nursing/Science Building Project and the Moreno Valley Phase III – Student Academic Services Facility Project.

Recommended Action: Request for Approval

- E. Legislative (None)
- F. Board of Trustees Committee Meeting Minutes
-Recommend receipt of Board committee minutes from the June 13, 2006 Academic Affairs and Student Services, Planning and Development, and Finance and Audit Committee meetings.
Information Only

VII. Administrative Reports

- A. Vice Chancellors
- B. Presidents/Provosts

VII. Academic Senate Report

- A. Riverside Community College District/Norco Campus
- B. Moreno Valley Campus
- C. Riverside City College

IX. Business From Board Members

- A. Citizens' Bond Oversight Committee 2005/06
- Request receipt of the Annual Report for information only, reappointment of three current members and new committee member to the District's Citizen's Bond Oversight Committee.
Recommended Action: Information and Request for Approval
- B. 2006 Governance Leadership Institute
- Presentation by Board Member Mary Figueroa.
Information Only

X. Closed Session

- A. - Public employee, discipline/dismissal/release pursuant to Government Code Section 54957.

XI. Adjournment

MINUTES OF THE SPECIAL BOARD OF TRUSTEES
MEETING OF JUNE 13, 2006

President Takano called the special meeting of the Board of Trustee to order at 7:34 p.m., in Board Room AD122, O. W. Noble Administration Building, Riverside City Campus.

CALL TO ORDER

Trustees Present

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

Trustees Absent

Ms. Yajaira Tiscareño, Student Trustee
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. Daniel Castro, President, Riverside City College
Dr. Brenda Davis, President, Norco Campus
Dr. Richard Tworek, President, Moreno Valley Campus
Mrs. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Ms. Patricia Bufalino, President, Academic Senate, Moreno Valley Campus
Mr. Richard Mahon, President, Academic Senate, Riverside City College
Mr. Tom Wagner, President, Academic Senate, District and Norco Campus

Guests Present

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

Dr. Tworek led in the Pledge of Allegiance

PLEDGE OF ALLEGIANCE

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees approve the listed academic and classified management appointments. Motion carried. (4 ayes, 1 absent [Slocum]) (Appendix No. 74)

ACADEMIC/CLASSIFIED PERSONNEL

Item II was deferred for consideration at the June 20, 2006 regular meeting.

SUMMER WORKWEEK

The Board adjourned to closed session at 7:50 p.m., pursuant to Government Code Section 54957.6, to confer with labor negotiators Brad Neufeld, Attorney, Best, Best and Krieger, and Chancellor, regarding unrepresented employee: President. Recommended Action: to be determined.

CLOSED SESSION

The Board reconvened to open session at 8:19 p.m., announcing the following action:

RECONVENEMENT TO OPEN SESSION

Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees enter into a new agreement with Dr. Tworek, effective upon the appointment of a Interim President for the Moreno Valley Campus, that he would become Special Assistant to the President of the Moreno Valley Campus, and receive a two-year PARS golden handshake upon his retirement, effective October 2, 2006. Motion carried. (4 ayes, 1 absent [Slocum])

The Board adjourned the meeting at 8:20 p.m.

ADJOURNMENT

MINUTES OF THE REGULAR BOARD OF TRUSTEES
MEETING OF JUNE 20, 2006

President Takano called the regular meeting of the Board of Trustees to order at 6:09 p.m., in Board Room AD122, Riverside City College.

CALL TO ORDER

Trustees Present

Ms. Kathleen Daley (arrived at 6:10 p.m.)
Ms. Mary Figueroa
Mr. Jose Medina
Ms. Grace Slocum
Mr. Mark Takano

Trustees Absent

Ms. Yajaira Tiscareño, Student Trustee

Staff Present

Dr. Salvatore G. Rotella, Chancellor
Dr. James Buysse, Vice Chancellor, Administration and Finance
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Daniel Castro, President, Riverside City College
Dr. Brenda Davis, President, Norco Campus
Dr. Richard Tworek, President, 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, President, Academic Senate, Moreno Valley Campus
Mr. Richard Mahon, President, Academic Senate, Riverside City College
Mr. Tom Wagner, President, Academic Senate, District and Norco Campus

Guests Present

Ms. Sharon Tanabe, Client Partner, Korn/Ferry International

Dr. Lacy led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

AMEND AGENDA

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees amend the agenda to adjourn to closed session at the end of the regular meeting. Motion carried. (4 ayes, 1 absent [Daley])

Closed Session

Mr. Medina, seconded by Ms. Figueroa, moved that Board of Trustees amend the agenda to add item V-A-8-bb that arose subsequent to posting the agenda, and will be

First Amendment to Lease Agreement with Corona-Norco Unified School District (John F. Kennedy

considered to comply with the request made by Corona-Norco Unified School District to submit to the State by June 24, 2006. Motion carried. (5 ayes)

Middle College High School)

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees amend the agenda to consider item IX-B under the Chancellor's Reports. Motion carried. (5 ayes)

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve the minutes of the regular meeting of May 16, 2006. Motion carried. (5 ayes)

MINUTES OF REGULAR MEETING OF MAY 16, 2006

CHANCELLOR'S REPORTS

Ms. Figueroa, seconded by Ms. Slocum, moved that the Board of Trustees adopt Resolution No. 41-05/06 recognizing William "Bill" Locke, the "man behind the band," for his selfless, exemplary service to the Marching Tigers and to Riverside Community College. Motion carried. (5 ayes)

Resolution in Recognition of William Locke's Contribution and Support for the RCC Marching Tigers – Resolution No. 41-05/06

Ms. Tanabe presented the Board with an update on the Chancellor's search. A special Board meeting will be scheduled at the beginning of September regarding the feedback collected from constituencies by Korn/Ferry.

"Chancellor Search Update" – Ms. Sharon Tanabe, Client Partner, Korn/Ferry International

Dr. Rotella withdrew this item from consideration to be brought back along with the restructuring of the Board meeting agenda. Mr. Medina and Ms. Slocum agreed to serve on an ad hoc committee to work with District administration on the Board committee structure.

Governance in a Three-College District

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees approve the contract with The Ferguson Group, LLC, from July 2006 through June 30, 2007, in an amount not to exceed \$90,000.00, with approved additional actual expenses not to exceed \$6,000.00. Motion carried (5 ayes)

Agreement with The Ferguson Group, LLC

Ms. Figueroa, seconded by Ms. Slocum, moved that the Board of Trustees approve the four-ten-hour day workweek for the District offices and all three campuses from June 19-August 18, 2006. Motion carried. (5 ayes)

Summer Workweek

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the extension of the contracts from July 1, 2006 to December 30, 2006, with an additional cost of \$10,550.00, if the draft report is completed by October 30, 2006, otherwise the fee is forfeited. Motion carried. (5 ayes)

Extension of Contracts with Stephen C. Kuhn & Associates, Inc. to Conduct a Classification and Compensation Study for Riverside Community College District's Management and Classified (including Confidential) Positions

The Board received the calendar of Board of Trustees meetings through December 2006 for information only.

Board of Trustees Meeting Calendar

CONSENT ITEMS

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

Action

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 75)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$2,391,412.28, and District Warrant Claims totaling \$7,099,011.55; (Appendix No. 76)

Purchase Order and Warrant Report – All District Funds

Approve the budget transfers as presented, and authorize making the necessary balancing transfers among the various accounts and funds of the District; (Appendix No. 77)

Budget Adjustments

Approve adding the revenue and expenditures of \$12,000.00 to the budget, contingent upon the Board of Trustees' approval of Report No. V-A-8-e, and

Resolution to Amend Budget – Resolution No. 40-05/06 2005-2006 Adoption Education Services

authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Approve the contingency budget transfers, by a two-thirds vote of the members, as presented; (Appendix No. 78)

Accept the bid for the parking lot at March Education Center, and authorize the Vice Chancellor, Administrative and Finance, to sign the agreement;

Award a bid for Tenant Improvements for the District Office project to ASR Constructors, in the amount of \$327,000.00, and authorize the Vice Chancellor, Administrative and Finance, to sign the agreement;

Award a bid for the Emergency Phones Installation project to EnerTech Systems, Inc., in the amount of \$397,717.00, and authorize the Vice Chancellor, Administrative and Finance, to sign the agreement;

Approve using the California Multiple Award Schedule, CMAS contract #3-06-70-2309B from MTM Technologies, for the purchase of Cisco network equipment, in the amount of \$79,149.00, for the District Office;

Accept the donated items as listed; (Appendix No. 79)

Grant the out-of-state travel as listed; (Appendix No. 80)

Approve the agreement with the Community College League of California, in the amount of \$24,800.00, covering the period of July 1, 2006 to June 30, 2007, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Approve the agreement, from July 1, 2006 to

Contingency Budget Adjustments

Award of Bid – Parking Lot – March Education Center

Award of Bid – Tenant Improvements for District Office

Award of Bid – Emergency Phones Installation Project

Purchase Using California Multiple Award Schedules

Donation

Out-of-State Travel

Agreement with The Community College League of California

Worker’s Compensation

June 30, 2009, in an amount not to exceed \$47,200.00 in 2006/2007, \$52,200.00 in 2007/2008, and \$56,200.00 in 2008/2009, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Self-Insurance Service Agreement

Approve the amendment, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment;

Amendment to the Agreement with Barnes and Noble College Bookstores, Inc.

Approve the agreement, from July 1, 2006 to June 30, 2007, at a cost not to exceed \$7,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with John Jang

Approve the agreement, from June 21, 2006 through June 30, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Adoption Education Services Agreement with Riverside County Department of Public Social Services

Ratify the amendment to the 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 amendment;

Amendment to the Agreement with the Riverside County Department of Public Social Services

Approve the agreements, for June 21-30, 2006, for an amount not to exceed \$600.00 per facilitator, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements with Michelle Runnels and Jody MacDonald

Approve the agreement, from June 23-24, 2006, for an amount of \$2,800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Riverside Marriott

Approve the agreement, from July 1, 2006 through June 30, 2011, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Renewal Agreement with
County of Riverside
Community Health Agency

Approve the agreements for one year terms with automatic yearly renewals, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Facility Agreements for
Clinical Experience Sites

Approve the agreement, from June 21, 2006 through September 26, 2006, for an amount not to exceed \$11,467.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Fullerton
Civic Light Opera Company

Approve the agreements, from June 21, 2006 through June 30, 2007, for \$21,155.00 and \$6,000.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Service Agreements for
2006-2007 Performance
Riverside Season

Approve the agreements, from June 21, 2006 through February 17, 2007, for \$12,000.00 and \$4,000.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Service Agreements for
John Vaughan and Emily
Miller

Approve the agreement, for July 28-August 6, 2006, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Samantha
Gallardo

Approve the agreement, from October 26-29, 2006, for an amount not to exceed \$1,100.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Samuel
French, Inc.

Approve the agreements, for July 5-25, 2006, for amounts not to exceed \$2,500.00 and \$500.00 respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements for Vocal Jazz Ensemble Recording Project

Approve the agreement, from July 1, 2006 through June 30, 2007, for an amount not to exceed \$18,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Lifesigns, Inc.

Approve the agreement, from August 1, 2006 through July 31, 2007, for an amount of \$7,210.00 (plus \$700.00 for additional services after three days, as necessary), and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Spitz, Inc.

Approve the agreement, from June 21, 2006, until terminated, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Riverside Mission Pediatric Medical Group

Approve the agreements, from July 1, 2006 to June 30, 2007 and June 21, 2006 to August 15, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Facility Use Agreements

Ratify the agreement, for May 13, 2006, for an amount not to exceed \$1,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Douglas Luffborough

Approve the agreement, for June 22, 2006, for an amount not to exceed \$1,150.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Ocean Institute

Approve the addendum, for June 25-December 21, 2006, at a cost of \$2,102.00, and authorize the Vice Chancellor, Administration and Finance, to sign the addendum;

Addendum to Lease Agreement with Mobile Modular Management Corporation

Approve the addendum to the agreement, at a cost of \$1,174.00, and authorize the Vice Chancellor, Administration and Finance, to sign the addendum;

Addendum to Agreement with Leader Services – Medi-Cal Administrative Activities Program

Approve entering into an agreement for services with Murdoch, Walrath & Holmes, from July 1, 2006 through June 30, 2007, and authorize the Chancellor sign the agreement;

Agreement for Services – Murdoch, Walrath & Holmes

Approve the lease agreement with March Joint Powers Authority, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Lease Agreement between the March Joint Powers Authority and Riverside Community College District

Approve the agreement between Riverside Community College District and Kone Inc., in the annual amount of \$2,100.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Proposed Service Agreement: Kone, Inc. – 5 Year Full Service Maintenance Agreement, MLK High Tech Center

Approve the first amendment to lease agreement with the Corona-Norco Unified School District, and authorize the Chancellor to sign the amendment;

First Amendment to Lease Agreement with Corona-Norco Unified School District (John F. Kennedy Middle College High School)

Declare the listed property 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. 81)

Surplus Property

Authorize the Vice Chancellor, Administration and Finance, or his designee, to negotiate an agreement with an engineering firm, in an amount not to exceed \$50,000.00, to evaluate the operational condition of the fan coil units of the Moreno Valley Phase II Hot Water Loop System, prepare design specifications for the replacement of the loop piping and prepare specifications for cleaning or replacing the system fan coil units, and approve the use of Measure C funds to cover the cost for these services.

Request for Approval to
Secure Engineering
Services, Moreno Valley
Hot Water Loop System

Motion carried. (5 ayes) (Ms. Slocum voted no on V-A-7, and abstained on V-A-1-a-1e and j)

Information

In accordance with Board Policy 1042, the Chancellor has accepted the resignations of Ms. Danette Brown, Assistant Professor, Physician Assistant, effective August 16, 2006, for personal reasons, Ms. Dasiea Cavers-Huff, Associate Professor, Philosophy, effective June 30, 2006, for personal reasons, Ms. Susan Drummond, Associate Professor, Nursing, effective August 3, 2006, for personal reasons, Ms. Mary Lange, Assistant Professor, Nursing, effective August 3, 2006 (resubmitted for date adjustment), for personal reasons, Mr. Richard Ramirez, Interim Director, Diversity, Equity, and Compliance, effective May 31, 2006, end of interim assignment, Mr. Richard Velez, Associate Professor, Counseling (EOPS), effective June 30, 2006, for personal reasons, Ms. Tania Graham, Clerk Typist, effective July 5, 2006, for personal reasons, and Mr. Thuyet Truong, Campus Campaign Specialist, effective June 23, 2006, for personal reasons.

Separations

The Board received an informational summary of financial activity from July 1, 2005 through April 30, 2006.

Monthly Financial Report

The Board received for information the financial status report for the quarter ended March 31, 2006.

CCFS – 311Q – Quarterly
Financial Status Report for
the Quarter Ended
March 31, 2006

BOARD COMMITTEE REPORTS

Academic Affairs and Student
Services

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees approve the curricular changes for inclusion in the college catalog and in the schedule of class offerings. Motion carried. (5 ayes) (Appendix No. 82)

Proposed Curricular
Changes

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the revised regulations 6042. Motion carried. (5 ayes)

Revised Regulations for
Student Fees – Policy and
Regulations 6042 – Second
Reading

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the agreement, from June 22, 2006 through June 21, 2009, at a cost not to exceed \$40,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with TriValley
Internet, Inc.

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement, from July 1, 2006 through June 30, 2008, for an amount not to exceed \$133,604.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with County of
Riverside Fire Department

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreements, from September 1, 2006 to August 31, 2007, at a cost of \$26,000.00 and \$28,000.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Facilities Use Agreements
with 24 Hour Fitness USA,
Inc.

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees approve the Memorandum of Understanding, from July 1, 2006 through June 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the Memorandum of Understanding. Motion carried. (5 ayes)

Memorandum of
Understanding with
Riverside Gateway to
College Early College High
School

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement, from July 1, 2006 through June 30, 2009, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with Riverside
County Department of
Public Social Services

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees ratify the grant agreement, from June 1, 2006 through June 30, 2008, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with the
Foundation for California
Community Colleges

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement, from July 1, 2006 through June 30, 2007, at a cost of \$1.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Facility Use Agreement with
Jurupa Unified School
District

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the mission statements. Motion carried. (5 ayes)

Mission Statements for the District and its Campuses

The Board received an informational progress report on the revision of the hiring process for full-time faculty.

Progress Report on Revision of Hiring Process

Planning and Development

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve the agreement to prepare plans for the Nursing/Sciences Building Project, authorize the use of Measure C funds in the amount of \$4,876,260.00 for the planning-working drawings phase of the project, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Proposed Agreement for GKKWORKS to Provide Design Services for the Nursing/Sciences Building

Ms. Figueroa, seconded by Ms. Slocum, moved that the Board of Trustees approve the 2008-2012 Five-Year Construction Plan, the Initial Project Proposals for Public Safety, Law Enforcement and Fire Training Learning Resource Center, and the Norco Student Support Center, as well as the Final Project Proposals for the Riverside School for Performing and Media Arts, Moreno Valley Phase III – Student Academic Services Facility, and Wheelock Gym – Phase II, and authorize their submission to the California Community Colleges Chancellor’s Office. Motion carried. (5 ayes)

2008-2012 Five-Year Capital Construction Plan

Finance and Audit

Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees approve the 2006-2007 Tentative Budget, which consists of the funds and accounts noted therein, and authorize staff to forward a copy to the Riverside County Superintendent of Schools,

Tentative Budget for 2006-2007 and Notice of Public Hearing on the 2006-2007 Budget

announce that the proposed 2006-2007 Budget will be available for public inspection beginning September 1, 2006, at the Office of the Vice Chancellor, Administration and Finance, and the public hearing will be held at 6:00 p.m., at a Board meeting on September 12, 2006, to be followed by the adoption of the 2006-2007 Budget, and authorize the Chancellor to sign a notice relative to these dates. Motion carried. (5 ayes)

Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees approve the five firms for hire: Barnhart, Inc., C. W. Driver, GKK Works, Keith Francis & Co., Inc., and Pro West Constructors, for the next five years on an individual basis when needed to execute projects. Motion carried. (5 ayes)

Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees approve the amendments to the construction services and sublease agreements for a guaranteed maximum price (GMP) of \$8,297,737.00, including an increase in the construction contingency of \$81,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the amendments. Motion carried. (5 ayes)

Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees approve the change orders for the Quad Modernization Project, in the amount of \$975,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the change orders. Motion carried. (5 ayes)

Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement with KCT Consultants, Inc. to conduct a survey of the existing water, sewer, storm drains, gas lines, and fire hydrants at the Moreno Valley, Norco, and Riverside

Construction Management Services

Amendment to Agreements – Center for Primary Education: Proposed Lease-Lease Back Arrangement with Neff Construction, Inc. and Proposed Measure C Budget for Planning, Site Work and Construction, Guaranteed Maximum Price (GMP)

Change Orders – Quad Modernization Project

Proposed Agreements for Infrastructure Studies Project

Campuses; the agreement with P2S Engineering to survey and assess the existing information systems of the Moreno Valley, Norco and Riverside Campuses; the agreement with Security By Design, Inc. to conduct the review and feasibility study and Security Master Plan; the proposal with California Community College Foundation to update the Facility Condition Assessment of all Riverside Community College District buildings; the agreement with Keith Francis and Company, Inc. to oversee the entire utility infrastructure project; authorize the use of Measure “C” funds in the amount of \$352,710.00 to fund the infrastructure studies project; and authorize the Vice Chancellor, Administration and Finance, to sign the agreements. Motion carried. (5 ayes)

The Board received for information the minutes from the May 9, 2006 Academic Affairs and Student Services, Planning and Development, and Finance and Audit Committee Meetings.

Mr. Wagner presented the report on behalf of the District and Norco Campus Academic Senates.

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees adopt Resolution No. 39-05/06, Order of Election – Resolution Ordering Consolidated Governing Board Member Biennial Election, Specifications of the Election Order, and Request for Consolidation for the November 7, 2006 Election, and the District shall not bear the cost of printing and handling Candidates Statements limited to 200 words, and the Board President shall sign the Resolution. Motion carried. (5 ayes)

Board of Trustees
Committee Meeting Minutes

ACADEMIC SENATE REPORTS

BUSINESS FROM BOARD MEMBERS

Order of Election –
Resolution Ordering
Consolidated Governing
Board Member Biennial
Election, Specifications of
the Election Order, and
Request for Consolidation –
Resolution No. 39-05/06

The Board adjourned to closed session at 8:41 p.m., pursuant to Government Code Section 54957, to discuss public employee discipline/dismissal/release.

CLOSED SESSION

The Board reconvened to open session at 9:15 p.m., announcing that no action was taken in closed session, and adjourned the meeting.

RECONVENEMNT AND
ADJOURNMENT

MINUTES OF THE SPECIAL BOARD OF TRUSTEES
MEETING OF JULY 24, 2006

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

CALL TO ORDER

Trustees Present

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

Trustees Absent

Staff Present

Dr. Salvatore G. Rotella, Chancellor
Dr. James Buysse, Vice Chancellor, Administration and Finance
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations
Ms. Melissa Kane, Interim Vice Chancellor, Diversity and Human Resources
Dr. Daniel Castro, President, Riverside City College
Dr. Brenda Davis, President, Norco Campus
Dr. Richard Tworek, President, 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. Sylvia Thomas, Associate Vice Chancellor, Instruction
Ms. Patricia Bufalino, President, Academic Senate, Moreno Valley Campus
Mr. Tom Wagner, President, Academic Senate, District and Norco Campus

Ms. Tiscareño led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

CHANCELLOR'S REPORTS

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees approve the revised and updated 2006-2007 College Catalog. Motion carried. (5 ayes)

2006-2007 College Catalog

CONSENT ITEMS

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

Action

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 1)

Academic and Classified Personnel

Accept the donated item as listed; (Appendix No. 2)

Donation

Grant the out-of-state travel as listed; (Appendix No. 3)

Out-of-State Travel

Ratify the agreement, from July 1, 2006 to June 30, 2007, or as extended by mutual written agreement by the parties or until such time it is terminated, at a cost not to exceed \$4,100.00 for exams and \$7,250.00 for trainer services, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Clover Enterprises, Inc.

Ratify the Memorandum of Understanding, from July 1, 2006 through June 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the memorandum;

Memorandum of Understanding with Riverside County Economic Development Agency

Approve the agreement, from October 26, 2006 through October 29, 2006, for an amount not to exceed \$725.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Music Theatre International

Approve the agreement, from July 25, 2006 to August 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Facility Use Agreement with City of Norco

Approve the Memorandum of Understanding, from July 25, 2006 to June 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Memorandum of Understanding with Corona-Norco Unified School District

Approve the agreement, from August 29, 2006 through August 31, 2006, for an amount not to exceed \$5,695.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Compansol

Authorize the Vice Chancellor, Administration and Finance, to award the bid for the Cosmetology electrical upgrade to the low bidder with the award brought back to the Board for ratification at the August 29, 2006 Board meeting.

Request for Approval to Award a Bid for the Electrical Upgrade of the Cosmetology Building

Motion carried. (5 ayes) (Ms. Slocum voted no on II-A-3 Current 4)

Information

In accordance with Board Policy 1042, the Chancellor has accepted the resignations of Mr. Edward Roberts, Interim Activity Director, Hispanic-Serving Institutions Grant, Title V, Teacher Prep, effective May 30, 2006, for personal reasons, Ms. Beverlyann Schaadt, Mathematics Instructor, effective July 10, 2006, for personal reasons, Ms. Erma Bluit, Student Financial Services Support Specialist, effective September 29, 2006, for retirement, Ms. Josephine Carson, Administrative Assistant to the President (Norco Campus), effective September 3, 2006, for retirement, Ms. Charity Greenwalt, Student Services Technician (part-time, 47.5%), effective July 31, 2006, for personal reasons, Ms. Sinar Lomeli, Educational Advisor, effective August 4, 2006, for career advancement, Ms. Merriel Moffitt, User Support Coordinator, effective July 31, 2006, for retirement, and Ms. Cynthia Ortiz, Nursing Enrollment Technician, effective August 16, 2006, for personal reasons.

Separations

BUSINESS FROM BOARD MEMBERS

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

Student Report

Ms. Figueroa requested staff to arrange for a presentation by the City of Riverside to the Board of Trustees at the August Board meeting regarding traffic mitigation and the new parking structure.

Board Presentation Request

The Board adjourned the meeting at 6:30 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

Report No.: V-A-1-a

Date: August 29, 2006

Subject: Academic Personnel

1. Appointments

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

It is recommended the following appointments be approved/ratified:

a. Management

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Lisa Conyers	Vice President, Educational Services (MoVal)	08/30/06	19.7
Gaither Loewenstein	Vice President, Educational Services (Norco)	10/01/06	19.5

b. Contract Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Joseph DeSantis	Director of Forensics/Speech Communication Instructor (RCC)	08/23/06	C-1
* Paula Stafford	Physician Assistant Instructor (MoVal)	08/24/06	D-9

c. Long-Term, Temporary Faculty

<u>Fall Semester 2006</u>		<u>Effective Date</u>	<u>Salary Placement</u>
<u>Name</u>	<u>Position</u>	<u>Date</u>	<u>Placement</u>
Octavio Chairez	Mathematics Instructor (RCC)	08/23/06	C-2

d. Special Assignments

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

e. Overload Assignments

Fall Semester 2006
The individuals specified on the attached list.

f. Part-Time Faculty, Hourly Assignments

Fall Semester 2006
The individuals specified on the attached list.

Report No.: V-A-1-a

Date: August 29, 2006

Subject: Academic Personnel

1. Appointments – cont.

g. Child Development Center Hourly Employees
(none)

h. Department Chairs, Academic Year 2006-07

<u>Department</u>	<u>Co-Chair</u>	<u>Stipend</u>
Nursing	Evangeline Fawson (replacing Lisa Howard)	50%

i. Extra-Curricular Activities, Academic Year 2006-07

<u>Name</u>	<u>Activity</u>
Kevin Mayse	Director, Performing Arts (Orchestra)
Joseph DeSantis	Forensics

j. Coordinators, Academic Year 2006-07

<u>Activity</u>	<u>Name</u>
Mathematics Lab	Sheila Pisa (rescind appointment)

2. Request for Reduced Teaching Load

Deborah Hall, Coordinator of Student Activities at RCC, has requested a reduced teaching load from August 28 through November 28, 2006. This request has the support of the Dean and the Vice President of Student Services.

It is recommended the Board of Trustees approve the request for a reduced teaching load to 50% for Deborah Hall, Coordinator of Student Activities, from August 28 through November 28, 2006.

3. Adjustment to Effective Date of Employment

The Board of Trustees approved the appointments of new faculty; however, the effective date of employment for first year, contract faculty must be adjusted from August 24, 2006 to August 23, 2006 (due to the change in the schedule of the new employee orientation).

It is recommended the Board of Trustees adjust the effective date of employment for new first year, contract faculty from August 24, 2006 to August 23, 2006.

4. Request for Federal Family and Medical Leave

It is recommended the Board of Trustees grant Beverly Wimer, Associate Professor of Physical Education, a leave under the Federal Family and Medical Leave Act of 1993, effective August 25, 2006, not to exceed the maximum allotment of 12 weeks.

Report No.: V-A-1-a

Date: August 29, 2006

Subject: Academic Personnel

5. Separation

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

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

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Elisabeth Thompson-Eagle	Associate Professor, Biology	08/16/06	Personal

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

Report No.: V-A-1-b

Date: August 29, 2006

Subject: Classified Personnel

1. Appointments

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

a. Management/Supervisory

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Rey O'Day	Producing/Artistic Director (Performance Riverside)	08/05/06	13.2	Appointment

b. Management/Supervisory – Categorically Funded
(None)

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Rachelle Arispe	Facilities and Planning Specialist Support Services	09/05/06	20-1	Appointment
*Ana Arriaza	Student Financial Services Specialist/Riverside City College	09/18/06	18-1	Promotion
*Debra Creswell	Administrative Assistant to the President/Norco Campus	09/05/06	16-6	Promotion
Kenneth Paplham Jr.	Custodian/Riverside City College	08/30/06	13-1	Appointment

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Teresa Galvez	Student Financial Services Support Specialist/Riverside City College (Part-time, 95%)	08/14/06	16-1	Appointment
Ernesto Nery	Student Financial Services Support Specialist/Riverside City College	08/21/06	16-1	Appointment

Report No.: V-A-1-b

Date: August 29, 2006

Subject: Classified Personnel

1. Appointments – Continued

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 below:

h. Community Education Program – 2006 Fall Semester
The following Professional Expert Presenters, indicated on the attached list, will present a Community Education Program(s).

i. Special Assignments
Payment to be approved for the following individuals in the amount indicated for their participation in a special assignment:
Foster Youth Life Skills Workshop Presenter (08/28/06 – 12/31/06)
 Clarissa Andrews – Total amount not to exceed \$2,400
Access Data Base Training and Maintenance (07/01/06 – 09/30/06)
 Julio Cuz – Total amount not to exceed \$1,000
Webmaster for Website Design & Maintenance (08/29/06 – 09/30/06)
 Jason Graham – Total amount not to exceed \$1,400
Scheduled Maintenance – Minor Capital District Wide (07/01/06 – 06/30/07)
 Ysidro Gurrola – Total amount not to exceed \$23,750

Subject: Classified Personnel

2. Professional Growth Achievement Steps

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 2005-2008, Exhibit A)

It is recommended the Board of Trustees approve the following professional growth achievement steps, effective September 1, 2006:

<u>Name</u>	<u>Title</u>	<u>Achievement Step(s) Earned</u>
Dale Adams	Project Manager	5@\$35
Bernadette Blutworth	Student Services Technician	3@\$35
Annie Ybarra	Educational Advisor	4@\$40

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

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

<u>Name</u>	<u>Title</u>	<u>Effective</u>
Melissa Griffith	Purchasing Specialist	August 21, 2006
Grace Plascencia	Assistant Director, Student Financial Services	August 21, 2006

4. Request to Rescind Appointment

At its meeting of July 24, 2006, the Board of Trustees approved the appointment of Carolyn Morse, Secretary I/Moreno Valley Campus (TRIO/Talent Search Programs). After some consideration, Ms. Morse declined the District's offer of employment. It is recommended the Board of Trustees rescind the appointment of Ms. Morse.

Report No.: V-A-1-b

Date: August 29, 2006

Subject: Classified Personnel

5. Separations

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

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


<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Barbara Brown	Reading Paraprofessional	06/30/06	Retirement
Cynthia Collins	Secretary IV	09/05/06	Personal
Madelaine Dibler	Academic Evaluations Specialist	09/30/06	Retirement
Rebecca Jones	Secretary III	08/16/06	Personal

Report No.: V-A-1-b

Date: August 29, 2006

Subject: Classified Personnel

Submitted by:



Melissa Kane
Interim Vice Chancellor, Diversity and
Human Resources

Transmitted to the Board by:



Salvatore G. Rotella

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
President, Norco Campus

James L. Buysse
Vice Chancellor, Administration and Finance



Irv Hendrick
Interim President, Moreno Valley Campus

Linda Lacy
Vice Chancellor, Student Services/Operations

Title V – RCC Department Coordinator (Fall 2006)

Coordinating duties may include assisting with curriculum development for pre-collegiate courses such as curriculum redesign, modular curriculum, assessment and evaluation, supplemental course instruction, syllabi revision, learning community development, alternative teaching/learning approaches, participation in off-campus site visits, identifying professional development needs and serving as a facilitator between Title V program, departments, and disciplines to ensure communication and identifying department needs as they relate to pre-collegiate courses.

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

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

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

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

Title V – The Law and Order of Numbers Learning Community (Fall 2006)

Pamela Whelchel – Paid as lump sum upon completion in the amount of \$2,000

Don Wilcoxson – Paid as lump sum upon completion in the amount of \$2,000

Title V – Developmental Education Learning Community (Fall 2006)

Chad Bemis – Paid as lump sum upon completion in the amount of \$2,000

Marc Sanchez – Paid as lump sum upon completion in the amount of \$2,000

Christine Sandoval – Paid as lump sum upon completion in the amount of \$2,000

Victor Sandoval – Paid as lump sum upon completion in the amount of \$2,000

Jason Spangler – Paid as lump sum upon completion in the amount of \$2,000

Linda Stonebreaker – Paid as lump sum upon completion in the amount of \$2,000

Micherri Wiggs – Paid as lump sum upon completion in the amount of \$2,000

Title V – Career Fitness Learning Community (Fall 2006)

Robin Hendrickson – Paid as lump sum upon completion in the amount of \$2,000

Carla Stoabs – Paid as lump sum upon completion in the amount of \$2,000

Title V – Speaking Culture and Religion Learning Community

Tucker Amidon – Paid as lump sum upon completion in the amount of \$2,000

Joan Gibbons-Anderson – Paid as lump sum upon completion in the amount of \$2,000

Richard Mahon – Paid as lump sum upon completion in the amount of \$2,000

Early College Teaching Seminar (August 20 – 23, 2006)

Attend training seminar at Simon's Rock College of the Bard.

David Mills – Paid as lump sum upon completion in the amount of \$1,000

Joan Gibbons-Anderson – Paid as lump sum upon completion in the amount of \$1,000

Bonavita Quinto-MacCallum – Paid as lump sum upon completion the amount of \$1,000

Don Wilcoxson – Paid as lump sum upon completion in the amount of \$1,000

Career and Transfer Center Counselor – Title V Norco (Fall 2006)

Work closely with the career and transfer center at Norco Campus to develop workshops and/or supplemental information for students regarding career and transfer opportunities.

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

Daniel Vega – Total amount to be paid not to exceed \$7,771.68

Department Chair Duties (Summer 2006)

Joan Gibbons-Anderson – Paid as lump sum upon completion in the amount of \$350

Rogelio Ruiz– Paid as lump sum upon completion in the amount of \$700

Carla Stoabs – Paid as lump sum upon completion in the amount of \$350

High School Liaison for the Norco Campus Title V Grant (Fall 2006)

Serve as a liaison between Norco Campus faculty and local high school teachers; communicate with high school staff regarding assessment and entry basic skills expectations. Develop processes to minimize overlap/repetition of high school and Norco Campus pre-collegiate coursework for entering freshmen. Evaluate student progress through basic skills courses.

Facilitate analysis of curricula to determine appropriateness of material to basic skills courses.

Advise/facilitate any college curricular changes resulting from cross-institutional comparisons.

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

Kristen Stutz – Total amount to be paid not to exceed \$11,657.52

ESL Articulation Agreement with CNUSD and ESL Tutor Training Program for Title V Norco (Fall 2006) Work with an assigned CNUSD to create articulation agreements for ESL courses and also to develop an ESL tutor training program. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Margarita Shirinian– Total amount to be paid not to exceed \$7,771.68

Foster Youth Life Skills Workshop Presenter (Spring & Fall 2006)

Provide four-hour workshops covering various topics necessary for successful emancipation.

Kelly McGinn – Paid as lump sum upon completion in the amount of \$6,400

Program Review/Course Outline Cohort (Summer 2006)

Bonnie Pavlis – Paid as lump sum upon completion in the amount of \$50

Program Review Cohort (Summer 2006)

Joe Bellenger – Paid as lump sum upon completion in the amount of \$50

Mathematics Supplemental Instruction Course Innovation Stipend – Title V Norco

Curriculum development for a tutor training program that will facilitate a mathematics supplemental instruction mode of instruction. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Richard Ries – Total amount to be paid not to exceed \$3,831.87

Title V Articulation Committee (Fall 2006)

Assist Title V in maintaining and updating WebCT Articulation site. Participate in and provide faculty representation for the Inland Empire Educational Consortium (IEEC) and Student Equity Committee.

Jose Duran – Paid as lump sum upon completion in the amount of \$1,500

Title V Development Projects (Fall 2006)

Participate in and provide faculty representation for the IEEC and Student Equity Committee. Projects include coordinating learning strategies and course assignments and lesson plans and/or participation in conferences and workshops, on-line meetings, monthly TIP groups with college faculty.

Susan Ingham – Paid as lump sum upon completion in the amount of \$1,500

Kathleen Saxon – Paid as lump sum upon completion in the amount of \$1,500

Title V Development Projects (Fall 2006)

Facilitate learning styles workshop with student entering specialized programs on campus.

Bonavita Quinto-MacCallum – Paid as lump sum upon completion in amount of \$180

Teacher Preparation Title V Grant (Fall 2006)

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

Kenneth Cramm – Total amount to be paid not to exceed \$3,000

Mary Legner – Total amount to be paid not to exceed \$2,000

Kathy Nabours – Total amount to be paid not to exceed \$2,590.56

Teacher Preparation Title V Grant (Fall 2006)

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

Kierstin Hemborg – Total amount to be paid not to exceed \$3,000

Teacher Preparation Title V Grant (Fall 2006)

Faculty member will enhance curriculum by developing instructional curriculum for parents in English and Spanish. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Bonavita Quinto-MacCallum – Total amount to be paid not to exceed \$3,000

Teacher Preparation Title V Grant (Fall 2006)

Faculty member will align the Task stream and integrate the outcomes for Reading 83. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Katie Smith – Total amount to be paid not to exceed \$2,000

Teacher Preparation Title V Grant (Fall 2006)

Faculty member will enhance curriculum that will incorporate historical mentoring. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Kristi Woods – Total amount to be paid not to exceed \$3,000

Teacher Preparation Title V Grant (Fall 2006)

Faculty member will enhance curriculum to support the annual Teacher Preparation college math championships and program design. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Curtis Cochran – Total amount to be paid not to exceed \$1,241.31

Workforce Preparation Liaison (Fall 2006)

Primary liaison between RCCD and Riverside County Department of Public Social Services with oversight of Workforce Preparation Skills Program. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Monica Green – Total amount to be paid not to exceed \$3,022.32

Paired course Development Title V (Fall 2006)

Involvement with the project includes but is not limited to serving on the Student Equity Committee, assisting with the development of basic skills learning communities through paired course development, working with local high school faculty, increasing academic resources, and implementing new teaching strategies and methods.

Lorraine Ogata – Paid as lump sum upon completion in the amount of \$1,500

Carlos Tovares – Paid as lump sum upon completion in the amount of \$1,500

RSA Task Force Presentation (Fall 2006)

Create a presentation for RSA Task Force on molecular modeling and simulation; create a project for use in Chemistry 2A class.

Michael Torrez – Paid as lump sum upon completion in the amount of \$3,885

SAFE Grant – Service Learning (Fall 2006)

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

Sharon Yates – Paid as lump sum upon completion in the amount of \$600

Accreditation Self Study for Dental Assisting Program (Fall 2006)

Assist with the Accreditation Self Study for Dental Assisting Program. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Lidia Hulshof – Total amount to be paid not to exceed \$1,352.40

Puente Project Summer Institute (Summer 2006)

Training for new faculty hired to work in the Puente Program (seven day residential program at UC Berkeley).

Heather Gonzalez – Total amount to be paid not to exceed \$2,158.80

David Payan – Total amount to be paid not to exceed \$1,079.40

Off Broadway Productions – Assassins & Marvin's Room (Summer & Fall 2006)

Lighting Designer

Mark Haines – Paid as lump sum upon completion in the amount of \$3,000

Stipend for Use of Online Materials (Fall 2006)

Kristina Kauffman – Paid as lump sum upon completion in the amount of \$400
Jan Schall – Paid as lump sum upon completion in the amount of \$200
Karin Skiba – Paid as lump sum upon completion in the amount of \$100
Patricia Smith – Paid as lump sum upon completion in the amount of \$200

Stipend for Use of Online Materials (Fall 2006) – cont.

Robert Prior – Paid as lump sum upon completion in the amount of \$900
Carolyn Quin – Paid as lump sum upon completion in the amount of \$700
Charlie Richard – Paid as lump sum upon completion in the amount of \$100

Screening/Interviewing Search Committee (Summer 2006)

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

Joe Anguiano – Total amount to be paid not to exceed 15 hours
Cordell Briggs – Total amount to be paid not to exceed 7 hours
Patricia Bufalino – Total amount to be paid not to exceed 4 hours
Gregory Elder – Total amount to be paid not to exceed 6 hours
Joan Gibbons-Anderson – Total amount to be paid not to exceed 14 hours
Judy Haugh – Total amount to be paid not to exceed 1.5 hours
Dominique Hitchcock – Total amount to be paid not to exceed 15 hours
Mark Lewis – Total amount to be paid not to exceed 16 hours
Diane Marsh – Total amount to be paid not to exceed 5 hours
David Payan – Total amount to be paid not to exceed 15.5 hours
Robert Prior – Total amount to be paid not to exceed 15.5 hours
Teresa Thetford – Total amount to be paid not to exceed 2 hours
Tom Wagner – Total amount to be paid not to exceed 14 hours
Micherri Wiggs – Total amount to be paid not to exceed 15 hours
Patricia Worsham – Total amount to be paid not to exceed 14 hours

Kennedy Middle College Curriculum (Fall 2006)

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

Andres Elizalde – Total amount to be paid not to exceed \$809.55
Heather Gonzalez – Total amount to be paid not to exceed \$809.55
David Mills – Total amount to be paid not to exceed \$809.55
Robert Prior – Total amount to be paid not to exceed \$377.79
Andy Robles – Total amount to be paid not to exceed \$809.55
Sheryl Tschetter – Total amount to be paid not to exceed \$5,828.76

Name	Subject
Acharya, Surekha	Anthropology
Aljord, Huda	Arabic
Almquist, David	Physical Education
Amidon, Tucker	English
Andacheh, Khalil	Sociology
Anderson, Kimberly	Nursing
Anderson, Kristine	English
Anguiano, Joe	English
Arguelles, Rudolph	Physical Education
Aycock, Gregory	Counseling
Baker, David	Sociology
Banks, James	Human Services/Work Experience
Barboza, Matthew	Computer Information Systems
Barnes, Micheal	Counseling
Beckstrom, Douglas	Dental Technology
Bemis, Chad	Mathematics
Bernier, Daniel	Chemistry
Bhatia, Shailesh	Computer Information Systems
Biancardi, Fabian	Political Science
Blair, Scott	Astronomy/Physics
Boelman, Peter	Economics
Bonzoumet, Nikki	Physical Education
Brewster, Steven	Library Services
Briggs, Cordell	English
Brockenbrough, Celia	Library Services
Brotherton, Catherine	Computer Information Systems
Brown, Amanda	Mathematics
Brown, Jami	Sociology
Brown, Timothy	Reading
Broyles, Larisa	Anthropology
Bufalino, Patricia	Healthcare Technician
Burchett, Gregory	Biology/Health Science
Byun, John	Music
Campbell, Dorothy	Spanish
Casolari, Amber	Economics
Chaks, Michael	Accounting
Cheney, James	Physics
Chenoweth, Rita	Dance
Christiansen, Jill	Nursing
Chung, Elisa	Mathematics
Clark, Ross	Graphics Technology

Name	Subject
Cluff, Michael	English
Colucci, Marie	Nursing
Coverdale, John	Computer Information Systems
Cramm, Kenneth	Mathematics
Cregg, James	Computer Information Systems
Cryder, Michael	Anatomy and Physiology
Curtis, Peter	Music
Daddona-Moya, Michelle	Physical Education
Davin, Richard	Sociology
Dean, Leslie	Geography/Physical Sciences
DeGuzman, Joseph	Mathematics
DiBenedetto, Tamra	English
Dieckmeyer, Diane	Reading
Dierdorff, Joanne	Dance
Drake, Sean	Mathematics
Duran, Jose	Computer Information Systems/Marketing
Dyogi, Damianita	Nursing
Eckstein, Joseph	Geography
Elizalde, Andres	English
Elton, William	Physical Education
Farrar, Carol	Psychology
Fawson, Evangeline	Nursing
Flick, Arend	English
Fontaine, Robert	Emergency Medical Services
Fontana, Sandra	American Sign Language
Freitas, Siobhan	Chemistry
Frewing, Janet	Mathematics
Galicia, Felipe	Biology
Garcia, Carlos	Construction Technology
Garcia, Hayley	Library Services
Gibbs, Travis	Psychology
Gobatie, Cynthia	Philosophy
Greco, Priscilla	Nursing
Gutierrez, Monica	Biology
Haghighat, Dariush	Political Science
Haines, Mark	Dance
Hall, Barbara	Anthropology
Haugh, Judy	Counseling
Hausladen, Lisa	Medical Assisting
Havener, Kathy	Nursing
Herrick, Scott	Microbiology

Name	Subject
Herzig, Paul	Computer Information Systems
Heyde, Marilynn	Dental Hygiene
Hitchcock, Dominique	French/Spanish
Horn, Stephen	Art
Huang, Shufen	Mathematics
Hulshof, Lidia	Dental Assisting/Dental Hygiene
Humble, Dina	Music
Hunt, Glenn	Mathematics
Indermuehle, Denise	Nursing
Ishihara, Chie	Business Administration
Issa, Ali	Health Science
Jackson, Henry	Welding Technology
Jew, Robert	Art
Jiang, George	English as a Second Language
Jimenez, Gary	Counseling
Johnson, Brian	Mathematics
Judon, LaNeshia	Business Administration/Paralegal Studies
Julian, Jodi	Theater Arts
Keiser, Terry	Graphics Technology
Kennedy, Stephen	Automotive Technology
Kime-Hunt, Ellen	Chemistry
Kinser, Anita	Nursing
Knecht, Jasminka	Music
Kobzeva-Herzog, Elena	Russian
Kollitz, Janice	English
Kross, Carolyn	Nursing
LaCava, Wilma	Nursing
Legner, Mary	Mathematics
Lehr, Mark	Computer Information Systems
Lesser, Donna	Dental Hygiene
Lewis, Mark	Speech Communication
Locke, Gary	Music
Lomayesva, Dwight	Physical Education
Loomis, Rebecca	Anatomy and Physiology
Lowry, Stephanie	Nursing
Makin, Deborah	Political Science
Marsh, Diane	Chemistry
Mason, Dayna	Art
Matsos, Peter	Psychology
Mayse, Kevin	Music
McCarron, James	Physical Education

Name	Subject
McLeod, Scott	Computer Information Systems
McQuead, Michael	Computer Information Systems
Mercado, Rosario	Spanish
Metcalf, Kim	Work Experience
Middleton, Delores	Physician Assistant
Mills, David	English
Minyard, Applewhite	Journalism
Miter, Carol	English
Montano, Michael	Mathematics
Moore, Barbara	Microbiology
Moores, Paul	Library Services
Morrison, James	Biology
Mowrey, Jodi	American Sign Language
Nabours, Kathy	Mathematics
Namekata, James	Mathematics/Physical Education
Nelson, David	Theater Arts
Nollette, Christopher	Emergency Medical Services
O'Connell, Paul	Automotive Technology
Ogata, Lorraine	Reading
O'Neill, Terrence	Physics
Pardee, Ronald	Business Administration/Management
Parker, Alfred	History
Parks, Jason	Mathematics
Pavlis, Bonnie	Humanities
Perhamus, Judith	Computer Information Systems
Pessah, Samuel	Italian
Phelps, William	Geology
Prior, Robert	Mathematics
Quinto-MacCallum, Bonavita	Spanish
Reid, Miguel	English as a Second Language
Richard, Charles	Music
Ries, Richard	Mathematics
Rocco, Christopher	Humanities
Rogers, Dennis	Physical Education
Romero, Clarence	Psychology
Rosario, John	Anatomy and Physiology
Ruiz, Rogelio	Physical Education
Ruiz, Ronald	Psychology
Salcedo, Fernando	Spanish
Sanchez, Marc	Mathematics
Saxon, Kathleen	Mathematics

Name	Subject
Schall, Janice	Sociology
Schinke, Ward	Political Science
Schutte, Donna	Nursing
Semonella, Joan	Speech Communication
Shaw, Terrance	Biology
Sigloch, Steven	Physical Education
Skiba, Karin	Art
Slocum, David	Automotive Technology
Smith, Heather	Biology/Microbiology
Smith, John	Physical Education
Somasundaram, Sivajah	Mathematics
Stearns, Frank	Accounting
Sternburg, Charles	Anatomy and Physiology
Stevens, Walter	Theater Arts
Stone, Sylvia	Nursing
Suzuki, Takashi	Japanese
Taube, Rhonda	Art
Tedesco, August	Telecommunications
Thetford, Teresa	Physician Assistant
Thompson, Oliver	Administration of Justice
Tjandra, Margaret	English as a Second Language
Torre, Sandra	Computer Applications Technician
Tran, Phu	Physics
Tsai, I-Ching	Music
Tschetter, Sheryl	English
Tutor, Patricia	Nursing
Ulloa, Yuri	Automotive Technology
Urquizu, Linda	Library Services
Van Hulle, Paul	Manufacturing Technology
VantHul, Tammy	Nursing
Vargas, Ana Marie	Speech Communication
Wagner, Stephen	Anatomy and Physiology
Wagner, Thomas	Business Administration/Real Estate
Wales, Edward	Engineering
Wallstrom, Timothy	Physical Education
Webster, Diana	Business Administration
Werner-Fraczek, Joanna	Biotechnology
Westbrook, Peter	Cosmetology
Whelchel, Pamela	Mathematics
White, Virginia	Biology/Health Science
Wicken, Ingrid	Physical Education

Name	Subject
Wiggs, Micherri	Speech Communication
Wilcoxson, Don	Business Administration/Management
Williams, Edward	English
Woods, Kristi	History
Worsham, Patricia	Accounting
Wyckoff, Charles	Business Administration/Management
Yates, Sharon	Early Childhood Studies
Yglecias, Elizabeth	Counseling
Yoshino, Ron	History
Young, John	Economics
Zwart, Gail	Business Administration/Management

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Claudia Castro	Clerical, Hourly	07/10/06–07/14/06	18-5
Jillian Oliveras	Clerical, Hourly	08/10/06–06/30/07	19-1
Donetta Dickerson	Clerical, Substitute	08/01/06–06/30/07	15-1
Tammy Gaboury	Clerical, Substitute	05/30/06–06/30/06	15-1
Tammy Gaboury	Clerical, Substitute	07/01/06–06/30/07	15-1
Jacqueline McKay	Clerical, Substitute	05/16/06–06/30/06	15-1
Ruth Ann Milam	Clerical, Substitute	07/01/06–06/30/07	16-1
Rita Perez	Clerical, Substitute	07/24/06–12/31/06	15-1
Paul Gamboa	Custodian, Substitute	08/05/06–06/30/07	13-1
Charles McManaway	Custodian, Substitute	07/01/06–06/30/07	13-1
Charles McManaway	Groundsperson, Substitute	07/01/06–06/30/07	14-1
Edward Forney	Maintenance Mechanic, Sub.	07/14/06–06/30/07	20-1
Matt Hutcheson	Senior Toolroom Attend., Sub.	07/01/06–06/30/07	16-1

EMPLOYED AS NEEDED

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Brooke Barger	Assistant Pool Manager	06/19/06–06/30/06	\$10.50/hour
Brooke Barger	Assistant Pool Manager	07/01/06–08/25/06	\$10.50/hour
Alicia Berber	Coaches, Summer Activities	07/01/06–08/30/06	\$17.54/hour
Jacob Leung	Communication Assistant	07/24/06–06/30/07	\$7.75/hour
Helina Alvarez	Community Service Officer	07/01/06–06/30/07	\$14.00/hour
Douglas Beason	Community Service Officer	07/15/06–06/30/07	\$14.00/hour
Anatoliy Danilouk	Community Service Officer	07/01/06–06/30/07	\$14.00/hour
Jana Brooks-Passalaqua	Community Service Officer	07/01/06–06/30/07	\$14.00/hour
Armando Castelazo	Community Service Officer	07/01/06–06/30/07	\$14.00/hour
Garland Cogburn	Community Service Officer	07/15/06–06/30/07	\$14.00/hour
Frank DeCuire	Community Service Officer	07/01/06–06/30/07	\$14.00/hour
Warren Gordon	Community Service Officer	07/01/06–06/30/07	\$14.00/hour
Theodore Manning	Community Service Officer	07/01/06–06/30/07	\$14.00/hour
Terri Muckelroy	Community Service Officer	07/01/06–06/30/07	\$14.00/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>
Lisa Palencia	Community Service Officer	07/01/06–06/30/07	\$14.00/hour
Andrew Davis	Computer Operator	07/01/06–06/30/07	\$15.00/hour
Richard Fields, Jr.	Computer Technician	07/01/06–06/30/07	\$10.00/hour
Shauna Allison	Contract Trainer V	09/01/06–06/30/07	\$50.00/hour
Yolanda Manney	Contract Trainer V	09/01/06–06/30/07	\$50.00/hour
Paul Gamboa	Custodial Assistant	08/05/06–06/30/07	\$12.50/hour
Charles McManaway	Custodial Assistant	07/01/06–06/30/07	\$12.50/hour
Jack Sellers	Educational Assistant	05/07/06–06/30/06	\$6.75/hour
Cendis Jennings	Food Service Assistant	07/26/06–06/30/07	\$9.00/hour
Maria Martinez	Food Service Assistant	07/01/06–06/30/07	\$9.00/hour
Glen Graham	Grant Facilitator	07/01/06–07/31/06	\$40.00/hour
Stephen Howard	Grant Facilitator	07/01/06–06/30/07	\$40.00/hour
Arthur Koertz	Grant Facilitator	07/01/06–07/31/06	\$40.00/hour
Charles McManaway	Grounds, Assistant	07/01/06–06/30/07	\$13.00/hour
David Pittman	Instructional Aide I	07/01/06–06/30/07	\$6.75/hour
Jay Barillaro	Instructional Aide II	08/22/06–06/30/07	\$7.25/hour
Maria Bueno	Instructional Aide II	07/01/06–06/30/07	\$7.25/hour
Uziel Saucedo	Instructional Aide II	08/01/06–06/30/07	\$7.25/hour
John Woodard	Instructional Aide II	08/15/06–06/30/07	\$7.25/hour
Sandra Laird	Interpreter II	06/19/06–06/30/06	\$15.00/hour
Sandra Laird	Interpreter II	07/01/06–08/25/06	\$15.00/hour
Jennifer Sogolow-Smith	Interpreter II	07/01/06–06/30/07	\$15.00/hour
Arthur Koertz	Lab Aide II	07/01/06–06/30/07	\$10.00/hour
Kelsie Arnold	Lifeguard IV	07/01/06–08/25/06	\$8.00/hour
Daniel Bauerlein	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour
Jessica Conley	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour
Anna Cruz	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour
Anna Cruz	Lifeguard IV	07/01/06–08/25/06	\$8.00/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>
Alina Flaherty	Lifeguard IV	07/01/06–08/25/06	\$8.00/hour
Jennifer Laumea	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour
Amber Meza	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour
Amber Meza	Lifeguard IV	07/01/06–08/25/06	\$8.00/hour
Timothy Peterson	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour
Timothy Peterson	Lifeguard IV	07/01/06–08/25/06	\$8.00/hour
Jasmine Schnakenberg	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour
Candace West	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour
Candace West	Lifeguard IV	07/01/06–08/25/06	\$8.00/hour
Casey Finfrock	Lifeguard VI	06/19/06–06/30/06	\$9.00/hour
Casey Finfrock	Lifeguard VI	07/01/06–08/25/06	\$9.00/hour
Edward Forney	Maintenance Assistant	07/14/06–06/30/07	\$16.00/hour
Diana Carrillo	Matriculation Assistant II	07/01/06–06/30/07	\$9.50/hour
Prather Hauser	Matriculation Assistant II	07/01/06–06/30/07	\$9.50/hour
Joseph Perez	Matriculation Assistant II	07/01/06–06/30/07	\$9.50/hour
Fatimah Sims	Matriculation Assistant II	07/01/06–06/30/07	\$9.50/hour
Nazira Bonilla	Office Assistant I	07/01/06–06/30/07	\$9.00/hour
Melody Cartagena	Office Assistant I	07/01/06–06/30/07	\$9.00/hour
Maria Domingo	Office Assistant I	07/01/06–06/30/07	\$9.00/hour
Cherie Forero-Rozo	Office Assistant I	06/01/06–06/30/06	\$9.00/hour
Andrew Graham	Office Assistant I	06/01/06–06/30/06	\$9.00/hour
Marlene Guillen	Office Assistant I	07/01/06–06/30/07	\$9.00/hour
Kimberly Halbert	Office Assistant I	07/01/06–06/30/07	\$9.00/hour
Maria Hernandez	Office Assistant I	07/01/06–06/30/07	\$9.00/hour
Lorraine LeFaivre	Office Assistant I	06/01/06–06/30/06	\$9.00/hour
Diana Martinez	Office Assistant I	07/01/06–06/30/07	\$9.00/hour
William McKinley	Office Assistant I	07/01/06–06/30/07	\$9.00/hour
Jean Peyrefitte	Office Assistant I	07/01/06–06/30/07	\$9.00/hour
Haylee Qualls	Office Assistant I	08/09/06–06/30/07	\$9.00/hour
Walter Richards	Office Assistant I	07/01/06–06/30/07	\$9.00/hour
Jamie Ronchi	Office Assistant I	07/01/06–06/30/07	\$9.00/hour
Erin Serrato	Office Assistant I	08/07/06–06/30/07	\$9.00/hour
Karen Shelton	Office Assistant I	07/01/06–06/30/07	\$9.00/hour
Danelle Smith	Office Assistant I	07/01/06–06/30/07	\$9.00/hour
Ivonne Valdovinos	Office Assistant I	07/24/06–06/30/07	\$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>
Cindy Cave	Office Assistant II	07/01/06–06/30/07	\$10.50/hour
Hunter Chamberlain	Office Assistant II	07/01/06–06/30/07	\$10.50/hour
April Franklin	Office Assistant II	07/01/06–06/30/07	\$10.50/hour
Mario Galicia	Office Assistant II	07/24/06–06/30/07	\$10.50/hour
Darlene Ramirez	Office Assistant II	07/01/06–06/30/07	\$10.50/hour
Kathryn Rios	Office Assistant II	07/01/06–06/30/07	\$10.50/hour
Kanal Shah	Office Assistant II	07/31/06–09/30/06	\$10.50/hour
Shannon Valenzuela	Office Assistant II	07/24/06–06/30/07	\$10.50/hour
Aron Villanueva	Office Assistant II	05/01/06–05/31/06	\$10.50/hour
Aron Villanueva	Office Assistant II	06/21/06–06/30/06	\$10.50/hour
Jessica Aldasoro	Office Assistant III	08/04/06–06/30/07	\$12.50/hour
Renee Broersma	Office Assistant III	07/01/06–06/30/07	\$12.50/hour
Chi Won Choi	Office Assistant III	07/01/06–06/30/07	\$12.50/hour
Brian Laws	Office Assistant III	07/01/06–06/30/07	\$12.50/hour
Koko Randolph	Office Assistant III	07/01/06–06/30/07	\$12.50/hour
Janisheia Singleton	Office Assistant III	07/24/06–09/30/06	\$12.50/hour
Stefanie Stackhouse	Office Assistant III	08/14/06–06/30/07	\$12.50/hour
Hang Chu Hui	Office Assistant IV	07/01/06–09/30/06	\$14.00/hour
Pamela Carnahan	Office Assistant IV	07/20/06–07/21/06	\$14.00/hour
Charity Greenwalt	Office Assistant IV	07/12/06–06/30/07	\$14.00/hour
Alicia DiLeo	Office Clerk	07/01/06–06/30/07	\$7.00/hour
Heidi Velarde	Office Clerk	08/05/06–06/30/07	\$7.00/hour
Clelia Zorio	Office Clerk	07/01/06–06/30/07	\$7.00/hour
Ashley Martinez	Operations Clerk	05/01/06–06/30/06	\$7.50/hour
Judith Baxter	Registered Nurse III	07/01/06–06/30/07	\$35.00/hour
Daniel Hect	Reserve College Police Officer	07/01/06–06/30/07	\$11.18/hour
Joseph Morris	Reserve College Police Officer	07/01/06–06/30/07	\$11.18/hour
Ricky Bullock, Jr.	Role Player	07/01/06–06/30/07	\$6.75/hour
Deena Tasch	Role Player	06/15/06–06/30/06	\$6.75/hour
Deena Tasch	Role Player	07/01/06–06/30/07	\$6.75/hour
Keith Mullen	Stage Technician II	07/01/06–06/30/07	\$7.50/hour

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
John LaLonde	Stage Technician III	07/01/06–06/30/07	\$8.50/hour
Tim Mahoney	Stage Technician III	07/01/06–06/30/07	\$8.50/hour
Jeffrey Taylor	Stage Technician III	07/01/06–06/30/07	\$8.50/hour
David Hennager	Technical Director	07/01/06–06/30/07	\$12.65/hour
Joan Llaneza	Technical Director	04/01/06–06/30/06	\$12.65/hour
Victor Hernandez	Theater Production Technician	07/01/06–06/30/07	\$9.25/hour
Keith Mullen	Theater Production Technician	07/01/06–06/30/07	\$9.25/hour
Marci Olin	Theater Production Technician	07/01/06–06/30/07	\$9.25/hour
Debra Wolgemuth	Theater Props/Outreach	07/01/06–06/30/07	\$10.50/hour
Timothy Guy	Training Technician I	07/01/06–06/30/07	\$15.00/hour
Christopher Balisky	Tutor I	07/01/06–06/30/07	\$7.00/hour
Samantha Wanger	Tutor II	07/01/06–06/30/07	\$8.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Stipend</u>
Jason Northcott	Assistant Coach, Water Polo	08/15/06-01/31/07	\$3,357
Lavel Tisdom	Assistant Coach, Volleyball	08/15/06-06/30/07	\$3,423

VOLUNTEERS
BOARD RESOLUTION 10-97/98

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Isaac Espinoza	Applied Technology	08/28/06-12/16/06
Elizabeth Franco	DSPS	08/28/06-12/16/06
Maria Hernandez	Early Childhood Studies	08/28/06-02/28/07
Serena Jose	Early Childhood Studies	06/01/06-12/01/06
Lauren Rodriguez	Early Childhood Studies	07/10/06-12/31/06
Ann DeWolfe	English & Speech Communication	07/25/06-01/25/06
Andrew Adame	Health, Human and Public Services	06/12/06-12/12/06
Kristina Alva	Health, Human and Public Services	06/12/06-12/12/06
A.J. Baldwin	Health, Human and Public Services	06/12/06-12/12/06
John Betham	Health, Human and Public Services	06/12/06-12/12/06
Stephanie Bogner	Health, Human and Public Services	06/12/06-12/12/06
Mitchelle Bonifacio	Health, Human and Public Services	06/12/06-12/12/06
Elva Bosch	Health, Human and Public Services	06/12/06-12/12/06
Karl Brandon	Health, Human and Public Services	06/12/06-12/12/06
Frank Bravo	Health, Human and Public Services	06/12/06-12/12/06
Sandra Brown	Health, Human and Public Services	06/12/06-12/12/06
Garett Bulley	Health, Human and Public Services	06/12/06-12/12/06
Rebecca Carlson	Health, Human and Public Services	06/12/06-12/12/06
Vanessa Cheech	Health, Human and Public Services	06/21/06-08/03/06
Guadalupe Cortez	Health, Human and Public Services	06/12/06-12/12/06
Bryan Cude	Health, Human and Public Services	06/12/06-12/12/06
Autumn Davis	Health, Human and Public Services	06/12/06-12/12/06
Alma Delgado	Health, Human and Public Services	06/12/06-12/12/06
Nicole Delgado	Health, Human and Public Services	06/12/06-12/12/06
Zipporah Dixon	Health, Human and Public Services	06/12/06-12/12/06
Karla Dominguez	Health, Human and Public Services	06/12/06-12/12/06
Marques Duffy	Health, Human and Public Services	06/12/06-12/12/06
Ashell Elliston	Health, Human and Public Services	06/12/06-12/12/06
Allan Engelhorn	Health, Human and Public Services	06/12/06-12/12/06
Matt Evans	Health, Human and Public Services	06/12/06-12/12/06
Andrew Fallen	Health, Human and Public Services	06/12/06-12/12/06
Bryttany Ferguson	Health, Human and Public Services	06/12/06-12/12/06
Tiffany Fields	Health, Human and Public Services	06/12/06-12/12/06
Jose Flores	Health, Human and Public Services	06/12/06-12/12/06
Michael Fox	Health, Human and Public Services	06/12/06-12/12/06
Jessica Foy	Health, Human and Public Services	06/12/06-12/12/06
Amy La Frenz	Health, Human and Public Services	06/12/06-12/12/06
Dathan Gaboya	Health, Human and Public Services	06/12/06-12/12/06

VOLUNTEERS
BOARD RESOLUTION 10-97/98

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Cheryl Gamboa	Health, Human and Public Services	06/12/06-12/12/06
Aaron Gonzales	Health, Human and Public Services	06/12/06-12/12/06
Michael Gonzalez	Health, Human and Public Services	06/12/06-12/12/06
Michael Granada	Health, Human and Public Services	06/12/06-12/12/06
Miana Graves	Health, Human and Public Services	06/12/06-12/12/06
Michael Graves	Health, Human and Public Services	06/12/06-12/12/06
Miya Henderson	Health, Human and Public Services	06/12/06-12/12/06
Angel Hernandez	Health, Human and Public Services	06/12/06-12/12/06
Joeben Jarencio	Health, Human and Public Services	06/12/06-12/12/06
Tralaunie Jenkins	Health, Human and Public Services	06/12/06-12/12/06
Nick Lancial	Health, Human and Public Services	06/12/06-12/12/06
Kathryn Laverty	Health, Human and Public Services	06/12/06-12/12/06
Ryan Liddle	Health, Human and Public Services	06/12/06-12/12/06
Robert Longo	Health, Human and Public Services	06/12/06-12/12/06
Beronica Lopez	Health, Human and Public Services	06/12/06-12/12/06
Andrew Marlintang	Health, Human and Public Services	06/12/06-12/12/06
Tiffany McClellan	Health, Human and Public Services	06/12/06-12/12/06
Dawnisha McDonald	Health, Human and Public Services	06/12/06-12/12/06
Anthony Montalio	Health, Human and Public Services	06/12/06-12/12/06
Said Nelson	Health, Human and Public Services	06/12/06-12/12/06
Samantha Neathery	Health, Human and Public Services	06/12/06-12/12/06
Nichole Nolley	Health, Human and Public Services	06/12/06-12/12/06
Sonia Olivas	Health, Human and Public Services	06/12/06-12/12/06
Patrick O'Neil	Health, Human and Public Services	06/12/06-12/12/06
Allan Pacheco	Health, Human and Public Services	06/21/06-08/03/06
Faralyn Padilla	Health, Human and Public Services	06/12/06-12/12/06
Nicole Padilla	Health, Human and Public Services	06/12/06-12/12/06
Mizael Payan	Health, Human and Public Services	06/12/06-12/12/06
Joshua Perez	Health, Human and Public Services	06/12/06-12/12/06
Amanda Pointdexter	Health, Human and Public Services	06/12/06-12/12/06
Anthony Porros	Health, Human and Public Services	06/12/06-12/12/06
Anthony Profit	Health, Human and Public Services	06/12/06-12/12/06
Christal Profit	Health, Human and Public Services	06/12/06-12/12/06
Becky Ramirez	Health, Human and Public Services	06/12/06-12/12/06
July Ramirez	Health, Human and Public Services	06/12/06-12/12/06
Ariana Robles	Health, Human and Public Services	06/12/06-12/12/06
Jennifer Saylor	Health, Human and Public Services	06/12/06-12/12/06
Roberto Serrano	Health, Human and Public Services	06/12/06-12/12/06
Anthony Shaw	Health, Human and Public Services	06/12/06-12/12/06
Bran Smith	Health, Human and Public Services	06/12/06-12/12/06
Ashley Soza	Health, Human and Public Services	06/12/06-12/12/06
Justin Spangler	Health, Human and Public Services	06/12/06-12/12/06

VOLUNTEERS
BOARD RESOLUTION 10-97/98

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Claudia Tamayo	Health, Human and Public Services	06/12/06-12/12/06
Nicole Teunissen	Health, Human and Public Services	06/12/06-12/12/06
Danika Thomas	Health, Human and Public Services	06/12/06-12/12/06
Cynthia Troncoso	Health, Human and Public Services	06/12/06-12/12/06
Chue Vang	Health, Human and Public Services	06/12/06-12/12/06
Remedios Vargas	Health, Human and Public Services	06/12/06-12/12/06
Christine Vasquez	Health, Human and Public Services	06/12/06-12/12/06
Christine-Joy Vilan	Health, Human and Public Services	06/12/06-12/12/06
David Ward	Health, Human and Public Services	06/12/06-12/12/06
James wyatt	Health, Human and Public Services	06/12/06-12/12/06
Joseph Ybarra	Health, Human and Public Services	06/12/06-12/12/06
Raymond Zapata	Health, Human and Public Services	06/12/06-12/12/06

DISTRICT FUNDS

<u>Name</u>	<u>Position</u>	<u>Department</u>	<u>Date</u>	<u>Range</u>
Abdul Azis, Siti	Student Worker	Tutorial Services - RIV	07/28/06	19-4
Aguilar, Danna	Student Worker	Library - MOV	07/13/06	19-4
Aguilera, Sujey	Student Worker	Early Childhood Studies - MOV	07/01/06	19-4
Aguirre, Marisela	Student Worker	College Safety & Police - MOV	07/01/06	19-4
Ahmed, Salmaan	Student Worker	Tutorial Services - NOR	07/07/06	19-4
Aldrete, Luisa	Student Worker	Early Childhood Studies - NOR	07/25/06	19-4
Alian, Philip	Student Worker	Instructional Media Center - RIV	07/01/06	19-4
Alvarado, Crystal	Student Worker	Library - NOR	07/01/06	19-4
Amaya, Michael	Student Worker	CHSS - MOV	07/11/06	19-4
Arbet Cummings, Robin	Student Worker	Early Childhood Studies - RIV	07/07/06	19-4
Arshad, Usmaan	Student Worker	Tutorial Services - NOR	07/01/06	19-4
Ashraf, Alia	Student Worker	Library - NOR	07/13/06	19-4
Aviles, Christian	Student Worker	Student Co-Curricular Activities - RIV	07/01/06	19-4
Balisky, Christopher	Student Worker	English Writing Center - RIV	07/01/06	19-4
Balough, Dennis	Student Worker	Tutorial Services - NOR	07/28/06	19-4
Barboza, Agustin	Student Worker	Library - RIV	07/24/06	19-4
Barillo, Jay	Student Worker	Tutorial Services - MOV	07/25/06	19-4
Barnes, DeAmber	Student Worker	Early Childhood Studies - RIV	07/01/06	19-4
Bolden, Latoya	Student Worker	Early Childhood Studies - MOV	07/11/06	19-4
Borja, Andrea	Student Worker	Library - RIV	07/01/06	19-4
Borrello, Miranda	Student Worker	Instructional Media Center - RIV	07/01/06	19-4
Brock, Sandra	Student Worker	Tutorial Services - MOV	07/01/06	19-4
Cabrera, Cynthia	Student Worker	Information Systems & Tech - RIV	07/01/06	19-4
Cantero, Sandra	Student Worker	Tutorial Services - NOR	07/01/06	19-4
Cardullo, Alexander	Student Worker	Outreach - RIV	07/01/06	19-4
Carlisle, Delisa	Student Worker	Outreach - RIV	07/01/06	19-4
Carlos, Angela	Student Worker	Tutorial Services - MOV	07/07/06	19-4
Carrio, Kevin	Student Worker	Tutorial Services - NOR	07/07/06	19-4
Castaneda, Marcos	Student Worker	Tutorial Services - NOR	07/07/06	19-4
Castillo, Abraham	Student Worker	Library - MOV	07/24/06	19-4
Castro, Valerie	Student Worker	Instructional Media Center - RIV	07/25/06	19-4
Cervantes, Kasandra	Student Worker	Early Childhood Studies - NOR	07/11/06	19-4
Cespedes, Brenda	Student Worker	Tutorial Services - RIV	07/28/06	19-4
Chavez, Christopher	Student Worker	Student Co-Curricular Activities - RIV	07/01/06	19-4
Chavez, Susan	Student Worker	Early Childhood Studies - MOV	07/01/06	19-4
Ching, Maung	Student Worker	Instructional Media Center - NOR	07/01/06	19-4
Cifuentes-Lardez, Nolwen	Student Worker	English Writing Center - RIV	07/01/06	19-4
Coan, Richard	Student Worker	Production Printing - RIV	07/13/06	19-4
Colon, Esperanza	Student Worker	Gear Up/Passport Plus - RIV	07/07/06	19-4
Cummings, Paul	Student Worker	Library - RIV	07/01/06	19-4
Curiel, Adriana	Student Worker	English Writing Center - RIV	07/01/06	19-4

Curiel, Adriana	Student Worker	Mathematics - RIV	07/26/06	19-4
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DISTRICT FUNDS

<u>Name</u>	<u>Position</u>	<u>Department</u>	<u>Date</u>	<u>Range</u>
Figgs, Ryan	Student Worker	Student Co-Curricular Activities - RIV	07/01/06	19-4
Finney, Kellan	Student Worker	Student Co-Curricular Activities - RIV	07/13/06	19-4
Flees, Jamie	Student Worker	Tutorial Services - NOR	07/01/06	19-4
Forero Rozo, Cherie	Student Worker	Tutorial Services - NOR	07/11/06	19-4
Fuller, Griffith	Student Worker	Instructional Media Center - RIV	07/28/06	19-4
Garnett, Matthew	Student Worker	Tutorial Services - MOV	07/07/06	19-4
Gasso, Vanessa	Student Worker	Library - NOR	07/24/06	19-4
Giboney, Ben	Student Worker	Tutorial Services - NOR	07/11/06	19-4
Gill, Cassandra	Student Worker	Instructional Media Center - NOR	07/01/06	19-4
Gonzales, Michael	Student Worker	Tutorial Services - MOV	07/28/06	19-4
Gonzalez-Gnzalez, Hector	Student Worker	Tutorial Services - NOR	07/13/06	19-4
Goonawardena, Chathuriea	Student Worker	English Writing Center - RIV	07/01/06	19-4
Grajeda, Veronica	Student Worker	Outreach - RIV	07/01/06	19-4
Gray, Jacqueline	Student Worker	Outreach - RIV	07/01/06	19-4
Guan, Meina	Student Worker	Mathematics - RIV	07/01/06	19-4
Guevara, Jonathon	Student Worker	Outreach - MOV	07/07/06	19-4
Gutierrez, Maria	Student Worker	Early Childhood Studies - MOV	07/24/06	19-4
Halabi, Samer	Student Worker	Counseling - RIV	07/25/06	19-4
Harvey, Stephanie	Student Worker	Library - MOV	07/25/06	19-4
Henry, Timothy	Student Worker	Tutorial Services - MOV	07/24/06	19-4
Hidden, Lucas	Student Worker	Tutorial Services - NOR	07/11/06	19-4
Huerta, Alexander	Student Worker	Tutorial Services - NOR	07/01/06	19-4
Im, Marylune	Student Worker	Early Childhood Studies - MOV	07/01/06	19-4
Ishak Gabra, Mari	Student Worker	Library - RIV	07/01/06	19-4
Jackson, Tiffany	Student Worker	Early Childhood Studies - MOV	07/01/06	19-4
Kisely, Steven	Student Worker	Tutorial Services - NOR	07/01/06	19-4
Ku, Yung	Student Worker	Early Childhood Studies - MOV	07/01/06	19-4
Kubota, Yuko	Student Worker	International Stdts Prog & Svcs - RIV	07/13/06	19-4
Kurnia, Shendy	Student Worker	Tutorial Services - RIV	07/01/06	19-4
Kyker, Kevin	Student Worker	College Safety & Police - RIV	07/01/06	19-4
Labrada, Jonathan	Student Worker	Mathematics - RIV	07/01/06	19-4
Le, Kim	Student Worker	Mathematics - RIV	07/25/06	19-4
Le, Lam	Student Worker	Mathematics - RIV	07/01/06	19-4
Leon, Julio	Student Worker	Tutorial Services - MOV	07/13/06	19-4
Levingston, Gregory	Student Worker	Instructional Media Center - MOV	07/25/06	19-4
Lingo, John	Student Worker	English Writing Center - RIV	07/01/06	19-4
link, Natee	Student Worker	Tutorial Services - RIV	07/01/06	19-4
Lo, Susan	Student Worker	Counseling - RIV	07/24/06	19-4
Lua, Gley	Student Worker	International Stdts Prog & Svcs - RIV	07/01/06	19-4

Ludmer, Mariana	Student Worker	Tutorial Services - RIV	07/28/06	19-4
Lungay, Vina	Student Worker	Tutorial Services - MOV	07/24/06	19-4
Luster, Shannon	Student Worker	Instructional Media Center - RIV	07/01/06	19-4

DISTRICT FUNDS

<u>Name</u>	<u>Position</u>	<u>Department</u>	<u>Date</u>	<u>Range</u>
Luu, Phuong	Student Worker	Tutorial Services - NOR	07/01/06	19-4
Mahgrefteh, Isaac	Student Worker	Tutorial Services - NOR	07/07/06	19-4
Manoukian, Mana	Student Worker	Instructional Media Center - NOR	07/01/06	19-4
Marquez, Eric	Student Worker	Information Systems & Tech - RIV	07/25/06	19-4
Martinez, Jennifer	Student Worker	Early Childhood Studies - MOV	07/11/06	19-4
Martinez, Veronica	Student Worker	Public Affairs/Marketing - RIV	07/01/06	19-4
McCafferty, Debra	Student Worker	Information Systems & Tech - RIV	07/01/06	19-4
McCafferty, James	Student Worker	Information Systems & Tech - RIV	07/01/06	19-4
McLaughlin, Ian	Student Worker	Instructional Media Center - MOV	07/01/06	19-4
McNeill-Fields	Student Worker	College Safety & Police - Mov	07/13/06	19-4
Medina Galvan, Gloria	Student Worker	Early Childhood Studies - MOV	07/01/06	19-4
Meshkin, Mahsa	Student Worker	Early Childhood Studies - RIV	07/07/06	19-4
Miller, Brittney	Student Worker	Early Childhood Studies - MOV	07/01/06	19-4
Moore, Melissa	Student Worker	Instructional Media Center - RIV	07/01/06	19-4
Moya Inzunza, Adelina	Student Worker	College Safety & Police - RIV	07/01/06	19-4
Munoz, Ana Marie	Student Worker	Disabled Stdts Program & Srves - RIV	07/01/06	19-4
Myers, Bethany	Student Worker	CHSS - MOV	07/11/06	19-4
Nakamura, Aika	Student Worker	Tutorial Services - RIV	07/01/06	19-4
Noeun, Vitiea	Student Worker	Tutorial Services - NOR	07/28/06	19-4
Palacios, Victor	Student Worker	Tutorial Services - NOR	07/01/06	19-4
Pan Zhang, Isabel	Student Worker	Tutorial Services - RIV	07/01/06	19-4
Parsons, Jalea	Student Worker	Outreach - RIV	07/01/06	19-4
Patel, Megha	Student Worker	Tutorial Services - RIV	07/01/06	19-4
Perez, Christel	Student Worker	Tutorial Services - NOR	07/01/06	19-4
Peters III, Jack	Student Worker	College Safety & Police - RIV	07/01/06	19-4
Pinedo, Daniel	Student Worker	Instructional Media Center - RIV	07/01/06	19-4
Pollock Jr., Shawn	Student Worker	English Writing Center - RIV	07/01/06	19-4
Queen, Megan	Student Worker	Library - RIV	07/01/06	19-4
Quintero, Olivia	Student Worker	Instructional Media Center - RIV	07/01/06	19-4
Ramos, Cindy	Student Worker	Outreach - RIV	07/01/06	19-4
Rasmussen, Michael	Student Worker	Library - RIV	07/11/06	19-4
Reise, Cassandra	Student Worker	Mathematics - RIV	07/01/06	19-4
Richardson, Joshua	Student Worker	Outreach - RIV	07/01/06	19-4
Roberson-Smith, Sucoya	Student Worker	Early Childhood Studies - MOV	07/27/06	19-4
Robinson, Rhonneica	Student Worker	CHSS - MOV	07/13/06	19-4
Rodriguez Escobedo, Erick	Student Worker	English Writing Center - RIV	07/01/06	19-4
Rodriguez, Mayra	Student Worker	Library - NOR	07/01/06	19-4

Rodriguez, Nathan	Student Worker	Library - NOR	07/24/06	19-4
Rodriguez, Ronald	Student Worker	BEIT/CIS - NOR	07/24/06	19-4
Ruiz, Diana	Student Worker	Early Childhood Studies - RIV	07/07/06	19-4
Sanderfield, Sharon	Student Worker	Tutorial Services - NOR	07/01/06	19-4
Sanders, Briana	Student Worker	Tutorial Services - MOV	07/28/06	19-4

DISTRICT FUNDS

<u>Name</u>	<u>Position</u>	<u>Department</u>	<u>Date</u>	<u>Range</u>
Santillan Jr., Martin	Student Worker	Tutorial Services - NOR	07/11/06	19-4
Sargent, Tristan	Student Worker	Tutorial Services - NOR	07/28/06	19-4
Schulz, Kristy	Student Worker	Early Childhood Studies - RIV	07/01/06	19-4
Segura, Sharlena	Student Worker	President's Office - MOV	07/11/06	19-4
Sevilla, Victor	Student Worker	Instructional Media Center - MOV	07/25/06	19-4
Shah, Dipali	Student Worker	Tutorial Services - NOR	07/01/06	19-4
Shidler, Eric	Student Worker	College Safety & Police - RIV	07/11/06	19-4
Shores, Nicholas	Student Worker	Instructional Media Center - NOR	07/13/06	19-4
Sibrian, Erika	Student Worker	Early Childhood Studies - MOV	07/19/06	19-4
Sierra, Anthony	Student Worker	Library - RIV	07/28/06	19-4
Silva, Wesleyanne	Student Worker	Library - RIV	07/01/06	19-4
Simmons, Melisa	Student Worker	Early Childhood Studies - NOR	07/01/06	19-4
Soroush, Shirin	Student Worker	Outreach - RIV	07/01/06	19-4
Sosa Marquez, Rodrigo	Student Worker	International Stdts Prog & Svcs - RIV	07/03/06	19-4
Teneyck, Erin	Student Worker	Early Childhood Studies - MOV	07/11/06	19-4
Thomas, Christalyn	Student Worker	Tutorial Services - RIV	07/01/06	19-4
Thornton, Joseph	Student Worker	College Safety & Police - MOV	07/25/06	19-4
Tian, Wei	Student Worker	Mathematics - RIV	07/01/06	19-4
Tinoco, Patricia	Student Worker	Early Childhood Studies - MOV	07/01/06	19-4
Toliati, Mojdeh	Student Worker	Early Childhood Studies - RIV	07/25/06	19-4
Treadway, Matthew	Student Worker	Information Systems & Tech - RIV	07/01/06	19-4
Uribe, Yolanda	Student Worker	Early Childhood Studies - MOV	07/01/06	19-4
Valdez, Rene	Student Worker	Instructional Media Center - MOV	07/13/06	19-4
Varga, Thomas	Student Worker	Outreach - RIV	07/01/06	19-4
Vega, Claudia	Student Worker	Gear Up - RIV	07/07/06	19-4
Vega, Noemi	Student Worker	Early Childhood Studies - RIV	07/13/06	19-4
Velarde Heidi	Student Worker	Instructional Media Center - NOR	07/13/06	19-4
Verges, Demarie	Student Worker	Early Childhood Studies - MOV	07/11/06	19-4
Von Wolffrad, Thomas	Student Worker	Library - NOR	07/01/06	19-4
Wagner, Samantha	Student Worker	Tutorial Services - RIV	07/01/06	19-4
Washington, Daryl	Student Worker	College Safety & Police - RIV	07/01/06	19-4
Washington, Leneachuan	Student Worker	Library - Mov	07/01/06	19-4
Whiteford, Dawn	Student Worker	Early Childhood Studies - RIV	07/01/06	19-4
Williams, Regina	Student Worker	Outreach - RIV	07/01/06	19-4
Woodall, Kimberly	Student Worker	Behavioral Sciences - RIV	07/01/06	19-4

Yerena, Omar	Student Worker	Tutorial Services - RIV	07/13/06	19-4
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CATEGORICAL FUNDS

<u>Name</u>	<u>Position</u>	<u>Department</u>	<u>Date</u>	<u>Range</u>
Abernathy, Cleven	Student Worker	Performance Riverside - RIV	07/28/06	19-4
Anozie, Dolores	Student Worker	Riverside Metropolitan Museum - CS	07/14/06	19-4
Arauz, Daniella	Student Worker	Butterfield Elementary - CS	07/28/06	19-4
Bain, Jared	Student Worker	Athletics - RIV	07/31/06	19-4
Becerra, Carmen	Student Worker	Eastside Cybrary Connection - LT	07/28/06	19-4
Becker, Michael	Student Worker	Applied Tech/Automotive - RIV	07/12/06	19-4
Castillo, Malaysha	Student Worker	Library - MOV	07/12/06	19-4
Colocho, Connie	Student Worker	Riverside Metropolitan Museum - CS	07/14/06	19-4
Cortez, Jasmin	Student Worker	Telecommunications - RIV	07/01/06	19-4
Dang, Hoa Hong	Student Worker	Food Services - MOV	07/25/06	19-4
Estem, Kristecia	Student Worker	Administrative Support Center - RIV	07/12/06	19-4
Flenna, Jade	Student Worker	Center of Int'l Trade Develop - MOV	07/12/06	19-4
Floyd, Kelley	Student Worker	Athletics - RIV	07/01/06	19-4
Garcia, Erika	Student Worker	Culinary Academy - RIV	07/18/06	19-4
Green, Kendra	Student Worker	Assessment Center - MOV	07/01/06	19-4
Gutierrez, Maria	Student Worker	Early Childhood Studies - MOV	07/31/06	19-4
Halbert, Kimberly	Student Worker	Nursing Education - RIV	07/13/06	19-4
Houston, Andre	Student Worker	Assessment Center - MOV	07/10/06	19-4
Huckaby, Larynda	Student Worker	Culinary Academy - RIV	07/13/06	19-4
Iloilo, Jennifer	Student Worker	Instructional Media Center - RIV	07/14/06	19-4
Jones, Ciandra	Student Worker	Magnolia Elementary - AMR	07/13/06	19-4
Jones, Natasha	Student Worker	Magnolia Elementary - AMR	07/01/06	19-4
Jones, Natasha	Student Worker	Sunnymeadows Elementary - CS	07/26/06	19-4
Kuria, Mark	Student Worker	Instructional Media Center - RIV	07/13/06	19-4
Labrada, Clara	Student Worker	Administrative Support Center - RIV	07/14/06	19-4
Landin, Daniel	Student Worker	Educational Talent Search - MOV	07/14/06	19-4
Leal, Diego	Student Worker	Eastside Cybrary Connection - LT	07/28/06	19-4
Lillard, Randy	Student Worker	Food Services - RIV	07/10/06	19-4
Lopez, Felipe	Student Worker	Community Education - RIV	07/13/06	19-4
Mabon, Arianna	Student Worker	Riverside Housing Authority - CS	07/28/06	19-4
Martinez, Ashley	Student Worker	Transfer/Career Center - RIV	07/14/06	19-4
Martinez, Desiree	Student Worker	Counseling - RIV	07/18/06	19-4

Marton, Donna	Student Worker	Counseling - RIV	07/01/06	19-4
Mendez Rosales, Zoila	Student Worker	Early Childhood Studies - NOR	07/13/06	19-4
Mendoza, Ana	Student Worker	Athletics - RIV	07/14/06	19-4
Molini, Amber	Student Worker	Midland Elementary - CS	07/13/06	19-4
Nguyen, Anh	Student Worker	Riverside Metropolitan Museum - CS	07/14/06	19-4
Nguyen, Liem	Student Worker	EOPS - RIV	07/01/06	19-4
Nguyen, Minh	Student Worker	EOPS - RIV	07/14/06	19-4
Pena, Regina	Student Worker	Library - MOV	07/13/06	19-4
Pettigrew, Sherra	Student Worker	Administrative Support Center - RIV	07/01/06	19-4

CATEGORICAL FUNDS

<u>Name</u>	<u>Position</u>	<u>Department</u>	<u>Date</u>	<u>Range</u>
Powers, Lisa	Student Worker	Early Childhood Studies - RIV	07/14/06	19-4
Quinonez, Bianca	Student Worker	Educational Talent Search - MOV	07/13/06	19-4
Reyes, David	Student Worker	UCR Museum of Photography - CS	07/31/06	19-4
Roberts, Matthew	Student Worker	Telecommunications - RIV	07/19/06	19-4
Rowell, Charity	Student Worker	Title V - MOV	07/18/06	19-4
Stewart, Jess	Student Worker	Math, Science & Physical Ed - MOV	07/14/06	19-4
Takamaru, Toshi	Student Worker	Library - RIV	07/31/06	19-4
Thach, Allen	Student Worker	Riverside Metropolitan Museum - CS	07/13/06	19-4
Thornton, Raekisha	Student Worker	EOPS - NOR	07/10/06	19-4
Urena, Daniele	Student Worker	Administrative Support Center - RIV	07/05/06	19-4
Vega, Miriam	Student Worker	Transfer/Career Center - RIV	07/31/06	19-4
Villanueva Jr., Armando	Student Worker	Administrative Support Center - RIV	07/13/06	19-4
Villavicencio, Alonso	Student Worker	Disabled Students Prog & Svcs - MOV	07/10/06	19-4
Vongdeuane, Johnny	Student Worker	Counseling - RIV	07/13/06	19-4
Weathers, Tommy	Student Worker	Athletics - RIV	07/31/06	19-4

RIVERSIDE COMMUNITY COLLEGE
COMMUNITY EDUCATION PRESENTERS

FALL 2006

The following Professional Expert Presenters, indicated below, will present a Community Education program(s) from September 1, 2006 through December 31, 2006:

Abdul, Quayum	Candle & Soap Making
Adams, Greg	National Registry; EMT; CPR
Allen, John	National Registry; EMT; CPR
Anderson, John	Traffic School; Drivers Ed
Aviles, Alfredo	Drivers Education
Barley, Maureen	Planetarium Shows
Barnes, Sharon	National Registry; EMT; CPR
Beeler, Tim	National Registry; EMT; CPR
Blair, Scott	Planetarium Presentations
Bolowich, Hans	National Registry; EMT; CPR
Booth, Thomas	National Registry; EMT; CPR
Butler, Nora	Cake Decorating; Desserts
Case, Adam	National Registry; EMT; CPR
Copeland, Jeffery	National Registry; EMT; CPR
Coryell, Jon	National Registry; EMT; CPR
Croft, Michael	Karate
Davis, Scott	National Registry; EMT; CPR
Donahue, Ruth	National Registry; EMT; CPR
Duncan, Terry	National Registry; EMT; CPR
Erdle, Harvey	Badminton; Tennis; Ceramics
Ewald, Susan	Canine Tasty Treats
Fedick, Linda	Belly Dancing
Fontaine, Robert	National Registry; EMT; CPR
Garner, Sandra	Mystery Shopper
Hall, David	Smog Certification
Harold, Ryan	National Registry; EMT; CPR
Hartnett, Teryn	Dog Trainer
Irving, Matthew	Poker
Jeremiah, Steve	National Registry; EMT; CPR
Klauss, Sally Clara	Supervision and Leadership
Knight, Carla	National Registry; EMT; CPR
Kowallis, Laurence	Internet Stock Investing Series
Kramer, Gigi	National Registry; EMT; CPR
Lang, Michael	Canine Massage Therapy
Lee, Mitch	National Registry; EMT; CPR
Leon, Chris	National Registry; EMT; CPR
Lyon, Heather	Cross Stitching

FALL 2006 (Continued)

The following Professional Expert Presenters, indicated below, will present a Community Education program(s) from September 1, 2006 through December 31, 2006:

McKindley, Judeth	National Registry; EMT; CPR
Mendoza, Anthony	Landscape Design for the Homeowner
Mickens, Margaret	Floral Design; Decorating Gardens
Miller, Christopher	National Registry; EMT; CPR
Morris, Rex	National Registry; EMT; CPR
Mulhall, Michael	National Registry; EMT; CPR
Murphy, Dennis	National Registry; EMT; CPR
Nace, Julie	National Registry; EMT; CPR
Niemeyer, Daniel	Artistry of Words
Nollette, Christopher	National Registry; EMT; CPR
Nugent, Randall	National Registry; EMT; CPR
Nugent, Yvonne	National Registry; EMT; CPR
Pena, Anthony	National Registry; EMT; CPR
Pritchard, Randy	National Registry; EMT; CPR
Rawlings, Phillip	National Registry; EMT; CPR
Richard, Robert	National Registry; EMT; CPR
Robinson, Adriene Moore	Makeup 101
Robles, Magdalena	National Registry; EMT; CPR
Sanders, Kristy	Planetarium
Scharff, Mira Lisa	National Registry; EMT; CPR
Shiffermiller, Barbara	Drivers Education
Schreck, Crystal	Planetarium
Schulz Jr., Michael	National Registry; EMT; CPR
Smith, John	Kids Basketball
Stover, Mark	Guitar Lessons
Suzuki, Kevin	Karate
Tate, Curtiss	National Registry; EMT; CPR
Tyler, Mark	Planetarium Presentations
Vaezazizi, Reza	National Registry; EMT; CPR
Weems, Justin	National Registry; EMT; CPR
Wells, Kellie	National Registry; EMT; CPR
White, Mike	National Registry; EMT; CPR
Wilde, Sean	National Registry; EMT; CPR
Wilkins, Debra	ABC's of English/Western Riding
Wood, James	Aikido
Wu, Stephen	National Registry; EMT; CPR
Wu, Elva Jean	National Registry; EMT; CPR
Yount, Michael	National Registry; EMT; CPR

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. V-A-2

Date: August 29, 2006

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 \$13,585,586 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 77457-81104) totaling \$13,330,776 have been reviewed by the Business Office to verify that monies are available in the appropriate funds for payment of these warrants. Staff from the Riverside County Office of Education's audit program have also reviewed these claims.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$13,585,586 and District Warrant Claims totaling \$13,330,776.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
6/01/06 thru 7/31/06

PO#	Fund	Department	Vendor	Description	Amount
B0000001	11	Community Outreach	Costco	Other Supplies	1,000
B0000002	11	Institutional Research	Office Depot	Other Supplies	1,000
B0000003	11	Student Services	Office Depot	Other Supplies	1,500
B0000010	11	Community Outreach	Office Depot	Other Supplies	1,000
B0000011	11	Community Outreach	Reliable Office Solutions	Other Supplies	1,000
B0000018	11	Community & Economic Development	American Express Co.	Conferences	1,500
B0000019	33	Early Childhood Studies	Costco	Other Supplies	1,000
B0000020	33	Early Childhood Studies	Smart & Final	Other Supplies	1,200
B0000021	33	Early Childhood Studies	Staters Bros. Markets	Other Supplies	1,200
B0000023	11	Chancellor's Office	Mission Inn	Other Travel Expenses	1,000
B0000024	11	Chancellor's Office	Friends of Earth	Other Supplies	1,000
B0000025	11	Chancellor's Office	Party Plus Rentals	Other Supplies	1,250
B0000026	11	Chancellor's Office	Wells Fargo Bank	Conferences	16,000
B0000027	11	Chancellor's Office	Corporate Express	Other Supplies	2,500
B0000027	11	Board of Trustees	Corporate Express	Other Supplies	1,000
B0000028	11	Chancellor's Office	McGrath's Catering	Other Supplies	6,000
B0000029	11	Chancellor's Office	Riverside Mission Florist, Inc.	Other Supplies	1,000
B0000030	11	Chancellor's Office	City Cuisine/Taste Catering	Other Supplies	1,000
B0000034	11	Occupational Education	Binder Products	Purchase/Cost of Goods Sold	2,500
B0000035	1i	Occupational Education	Dynamic Bindery, Inc.	Purchase/Cost of Goods Sold	10,000
B0000036	11	Occupational Education	Unisource Worldwide, Inc.	Purchase/Cost of Goods Sold	10,000
B0000037	11	Occupational Education	Kelly Paper Company	Purchase/Cost of Goods Sold	10,000
B0000038	11	Occupational Education	Enovation Graphic Systems	Purchase/Cost of Goods Sold	10,000
B0000040	11	Information Services	Office Depot	Other Supplies	1,500
B0000041	11	Printing & Graphics	CMS/California Media Services	Purchase/Cost of Goods Sold	2,500
B0000042	11	Performance Riverside	Inland Empire Magazine	Advertising	3,000
B0000043	11	Administration & Finance	Matulich, John M.	Health & Welfare Benefits, Retired Emplo	2,130
B0000044	11	Administration & Finance	Woolley, Gordon	Health & Welfare Benefits, Retired Emplo	2,500
B0000045	11	Administration & Finance	Kane, Marilyn	Health & Welfare Benefits, Retired Emplo	1,070
B0000047	11	Open Campus	Reliable Office Solutions	Other Supplies	2,500

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
6/01/06 thru 7/31/06

PO#	Fund	Department	Vendor	Description	Amount
B0000054	11	Open Campus	Base Camp Premium	Other Supplies	1,200
B0000055	12	Open Campus	Datatel, Inc.	Computer Software Maint/License	18,250
B0000063	11	Information Services	Open Text Corporation	Computer Software Maint/License	26,021
B0000064	11	Information Services	Collegenet, Inc.	Computer Software Maint/License	8,194
B0000065	11	Information Services	Datatel, Inc.	Computer Software Maint/License	56,673
B0000066	11	Information Services	Roc Software Systems, Inc.	Computer Software Maint/License	2,900
B0000067	11	Information Services	Hewlett-Packard Company	Computer Software Maint/License	19,380
B0000074	11	Mathematics	Office Depot	Other Supplies	4,000
B0000076	12	Health Services	Loma Linda Center for Health	Doctors/Nurses	29,925
B0000076	12	Health Services-MV	Loma Linda Center for Health	Doctors/Nurses	9,975
B0000079	12	Health Services	Merck & Company, Inc.	Health Supplies	5,000
B0000079	12	Health Services-Norco	Merck & Company, Inc.	Health Supplies	2,500
B0000079	12	Health Services-MV	Merck & Company, Inc.	Health Supplies	2,500
B0000080	12	Health Services	Sanofi Pasteur, Inc.	Health Supplies	2,000
B0000080	12	Health Services-Norco	Sanofi Pasteur, Inc.	Health Supplies	1,000
B0000080	12	Health Services-MV	Sanofi Pasteur, Inc.	Health Supplies	1,000
B0000081	12	Health Services	Moore Medical Corporation	Health Supplies	2,500
B0000081	12	Health Services-Norco	Moore Medical Corporation	Health Supplies	1,250
B0000081	12	Health Services-MV	Moore Medical Corporation	Health Supplies	1,250
B0000082	12	Health Services	Edwards Medical Supply	Health Supplies	1,000
B0000083	12	Health Services	Allscriptis Pharmaceuticals, Inc	Health Supplies	3,500
B0000083	12	Health Services-Norco	Allscriptis Pharmaceuticals, Inc	Health Supplies	1,750
B0000083	12	Health Services-MV	Allscriptis Pharmaceuticals, Inc	Health Supplies	1,750
B0000085	11	Purchasing	Advanced Copy Systems	Repairs - Parts	14,000
B0000086	11	Purchasing	Scantron Service Group	Repairs - Parts	1,000
B0000087	11	Purchasing	Reliable Office Solutions	Repairs - Parts	12,000
B0000088	11	Purchasing	Ikon Office Solutions, Inc.	Repairs - Parts	1,400
B0000089	11	Purchasing	Corporate Copy Systems	Repairs - Parts	3,000
B0000090	11	Purchasing	Canon Business Solutions- West, Inc	Repairs - Parts	9,500
B0000091	11	Purchasing	Oce	Repairs - Parts	2,000
B0000092	11	Purchasing	Empire Office Machines	Repairs - Parts	1,000
B0000093	11	Purchasing	Business Machines Consultants	Repairs - Parts	1,000

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
6/01/06 thru 7/31/06

PO#	Fund	Department	Vendor	Description	Amount
B0000095	11	Purchasing	Press Enterprise	Advertising	5,500
B0000097	12	Health Services	Office Depot	Other Supplies	2,500
B0000097	12	Health Services-Norco	Office Depot	Other Supplies	1,250
B0000097	12	Health Services-MV	Office Depot	Other Supplies	1,250
B0000098	11	Information Services	Office Depot	Other Supplies	3,000
B0000100	11	Information Services	MWB Business Systems	Rents and Leases	3,025
B0000101	11	Information Services	Office Depot	Other Supplies	4,000
B0000102	11	Accounting Services	Sparkletts	Purchase/Cost of Goods Sold	18,000
B0000104	11	Facilities	Terminix	Repairs - Parts	5,000
B0000105	11	Facilities	Prudential Overall Supply	Laundry and Cleaning	2,500
B0000106	11	Facilities	Ernest Paper Products, Inc.	Custodial Supplies	60,000
B0000107	11	Facilities	Unisource Worldwide, Inc.	Custodial Supplies	6,000
B0000108	11	Facilities	Waxie Sanitary Supply	Custodial Supplies	25,000
B0000109	11	Facilities	Office Depot	Other Supplies	1,500
B0000110	11	Facilities	Frank's Auto Glass	Custodial Supplies	1,500
B0000111	11	Facilities	Inland Lighting Supplies, Inc.	Custodial Supplies	6,000
B0000112	11	Facilities	Home Depot	Custodial Supplies	1,500
B0000115	12	Matriculation	Reliable Office Solutions	Other Supplies	1,000
B0000116	12	Matriculation	Accuplacer	Tests	20,000
B0000117	12	Matriculation	Office Depot	Other Supplies	1,000
B0000118	33	Early Childhood Studies	Staters Bros. Markets	Paper Products	1,450
B0000121	11	Admissions & Records	Herff Jones	Commencement	10,000
B0000122	33	Early Childhood Studies	Sysco Corp.	Paper Products	11,800
B0000123	11	Occupational Education	Printers Electric Company, Inc.	Repairs - Parts	1,000
B0000130	11	Occupational Education	Pacesetter Graphic Service	Purchase/Cost of Goods Sold	2,500
B0000131	11	Occupational Education	Perfect Impressions	Purchase/Cost of Goods Sold	2,500
B0000132	11	Occupational Education	Riverside Bindery Specialties	Purchase/Cost of Goods Sold	10,000
B0000133	11	Occupational Education	Spicers Paper, Inc.	Purchase/Cost of Goods Sold	10,000
B0000135	11	Occupational Education	Inx International Ink Co.	Purchase/Cost of Goods Sold	2,500
B0000136	11	Occupational Education	Inland Envelope Company	Purchase/Cost of Goods Sold	5,000
B0000137	11	Admissions & Records	Card Integrators	Other Supplies	1,000

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
6/01/06 thru 7/31/06

PO#	Fund	Department	Vendor	Description	Amount
B0000138	11	Admissions & Records	Reliable Office Solutions	Other Supplies	2,500
B0000141	11	Admissions & Records	Matrix Imaging Products, Inc	Other Services-Documents Imaging	3,500
B0000142	11	RCCD Foundation	Office Depot	Other Supplies	1,000
B0000144	11	Counseling	Office Depot	Other Supplies	2,500
B0000148	11	Facilities Norco	Hydro-Scape Products, Inc.	Grounds/Garden Supplies	5,000
B0000149	11	Facilities Norco	Home Depot	Grounds/Garden Supplies	2,500
B0000150	11	Facilities Norco	Corona Norco Lawnmower, Inc.	Repairs - Parts	3,600
B0000151	11	Facilities Norco	Double D Rentals, Inc.	Rents and Leases	1,800
B0000153	11	Facilities Norco	B & K Electric Wholesale	Repairs - Parts	2,500
B0000154	11	Facilities Norco	Grillo Filter Sales	Repairs - Parts	1,000
B0000155	11	Facilities Norco	Norco Ace Hardware	Repairs - Parts	2,000
B0000157	11	Facilities Norco	Refrigeration Supplies	Repairs - Parts	3,000
B0000158	11	Facilities Norco	Waxie Sanitary Supply	Custodial Supplies	4,500
B0000159	11	Facilities Norco	Patriot Packaging & Supplies	Custodial Supplies	10,500
B0000160	11	Facilities Norco	Chevron and Texaco Card Services	Other Transportation Supplies	4,000
B0000161	11	Facilities Norco	Warren Bros	Other Services-Tractor Work	1,500
B0000162	11	RCCD Foundation	Office Depot	Other Supplies	1,000
B0000163	11	Facilities	Service 1st	Repairs - Parts	12,000
B0000166	11	Facilities	Oasis Growers, Inc	Grounds/Garden Supplies	1,000
B0000167	11	Facilities	Western Farm Service, Inc.	Grounds/Garden Supplies	3,000
B0000168	11	Facilities	T & R Nursery	Grounds/Garden Supplies	1,000
B0000169	11	Facilities	Staples, Inc.	Other Supplies	2,000
B0000170	11	Facilities	Home Depot	Grounds/Garden Supplies	6,000
B0000171	11	School of the Arts	City of Riverside	Electricity	2,400
B0000175	11	Communications & Web Develop	Tri Valley Internet, Inc	Consultants	40,000
B0000176	12	EOPS	Barnes & Noble	Book Grants	150,000
B0000177	11	Performing Arts	Home Depot	Theatre Supplies	3,000
B0000178	11	Performing Arts	Riverside Community College	Theatre Supplies	2,500
B0000179	11	President Norco	Portable Storage Corp.	Rents and Leases	3,250
B0000181	11	Facilities	Horizon Distributors Inc	Repairs - Parts	8,000
B0000182	11	Facilities	John Deere Landscapes, Inc.	Repairs - Parts	3,000
B0000183	11	Facilities	AAA Portable Restroom Co.	Other Services-Portable Restrooms	1,920

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
6/01/06 thru 7/31/06

PO#	Fund	Department	Vendor	Description	Amount
B0000184	11	Facilities	Trugreen Chemlawn	Other Services-Lawn Service	2,000
B0000185	11	Facilities	Lawn Tech Equipment	Repairs - Parts	6,000
B0000187	11	Facilities	Mariposa Horticultural Enterprises	Other Services-Tree Service	20,000
B0000190	11	Administration & Finance	Southwest Airlines	Conferences	2,700
B0000193	11	Facilities Norco	Sunstate Equipment Co.	Rents and Leases	1,200
B0000194	11	Facilities Norco	Western DC Systems	Repairs - Parts	2,100
B0000196	11	Facilities Norco	Terminix	Other Services-Pest Control	1,000
B0000197	11	Facilities Norco	Action Door Controls, Inc.	Repairs - Parts	1,000
B0000201	11	Facilities Norco	Inland Lighting Supplies, Inc.	Repairs - Parts	1,000
B0000202	12	School of the Arts	Office Depot	Other Supplies	2,000
B0000204	12	Workforce Preparation	Reliable Office Solutions	Other Supplies	1,452
B0000205	11	Assessment / Accountability	Office Depot	Other Supplies	2,000
B0000208	11	Performance Riverside	Office Depot	Other Supplies	1,000
B0000208	11	Performance Riverside	Office Depot	Other Supplies	1,000
B0000212	11	Performing Arts	Office Depot	Other Supplies	1,000
B0000217	11	Facilities	Riverside Patio 'N Pool	Repairs - Parts	1,000
B0000219	12	EOPS	Office Depot	Other Supplies	5,000
B0000221	11	Facilities	Office Depot	Other Supplies	1,000
B0000222	11	Open Campus	Office Depot	Other Supplies	1,000
B0000224	12	Workforce Preparation	Reliable Office Solutions	Other Supplies	2,000
B0000226	11	President Norco	Oce Financial Services, Inc.	Rents and Leases	14,731
B0000227	11	President Norco	Office Depot	Other Supplies	1,000
B0000230	11	Student Services	Office Depot	Other Supplies	1,000
B0000239	11	Allied Health	American Express Co.	Conferences	5,000
B0000240	11	Performance Riverside	V & S Video Productions	Filming	2,200
B0000241	11	Facilities	OfficeMax	Other Supplies	1,500
B0000244	11	Open Campus	Learning Resources Network, Inc.	Memberships	25,395
B0000247	11	Open Campus	Appraisal Foundation	Instructional Supplies	5,000
B0000249	11	Grants & Contract Services	Office Depot	Other Supplies	3,000
B0000250	11	Open Campus	Riverside Unified School District	Rents and Leases	1,500
B0000253	11	Open Campus	Press Enterprise	Advertising	2,000
B0000254	11	Performing Arts	Press Enterprise	Advertising	5,000

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
6/01/06 thru 7/31/06

PO#	Fund	Department	Vendor	Description	Amount
B0000256	12	VTEA	Reliable Office Solutions	Other Supplies	6,000
B0000257	12	VTEA	Reliable Office Solutions	Repairs - Parts	1,000
B0000258	12	VTEA	Crafton Hills College	Other Travel Expenses	1,700
B0000260	11	Campus Police	Riverside County Sheriffs Dept	Other Services-Booking & Warrant Fees	4,000
B0000261	11	Communications & Web Develop	Tri Valley Internet, Inc	Consultants	40,000
B0000262	11	International Students	Office Depot	Other Supplies	3,000
B0000263	11	Facilities	Office Depot	Other Supplies	1,500
B0000264	11	Allied Health	Office Depot	Other Supplies	1,500
B0000270	11	Finance	Office Depot	Other Supplies	7,000
B0000271	11	Campus Police	Office Depot	Other Supplies	3,000
B0000273	11	Customized Solutions	Office Depot	Other Supplies	2,000
B0000279	11	Community & Economic Develop	Office Depot	Other Supplies	1,000
B0000282	11	Accounting Services	Reliable Office Solutions	Other Supplies	1,500
B0000283	11	Performance Riverside	BMI Supply	Theatre Supplies	5,000
B0000284	11	Performance Riverside	Home Depot	Other Supplies	4,000
B0000285	11	Facilities	Home Depot	Repairs - Parts	6,000
B0000289	11	Dean of Instruction	Office Depot	Other Supplies	4,500
B0000290	11	Facilities-MV	Home Depot	Grounds/Garden Supplies	3,500
B0000295	11	Grants & Contract Services	Corporate Express	Other Supplies	1,000
B0000298	11	Administrative Support Center	Reliable Office Solutions	Other Supplies	1,000
B0000299	11	Administrative Support Center	Office Depot	Other Supplies	1,000
B0000302	11	Academy / Criminal Services	Reliable Office Solutions	Other Supplies	7,250
B0000304	12	VTEA	Reliable Office Solutions	Other Supplies	1,000
B0000305	12	VTEA	Reliable Office Solutions	Other Supplies	1,000
B0000308	11	Auxiliary Business Services	Office Depot	Other Supplies	1,000
B0000310	11	Academy / Criminal Services	FedEx Kinko's	Copying and Printing	2,000
B0000311	11	Warehouse	United Parcel Service	Postage	2,200
B0000320	11	Performance Riverside	Shure Inc.	Repairs - Parts	1,500
B0000321	11	Performance Riverside	Muzak	Theatre Supplies	1,000
B0000322	11	Performance Riverside	Medic Batteries	Theatre Supplies	2,500
B0000323	11	Performance Riverside	Synergistic Mailing Services	Postage	9,000
B0000324	11	Performance Riverside	Swiss Cleaners	Laundry and Cleaning	1,600

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
6/01/06 thru 7/31/06

PO#	Fund	Department	Vendor	Description	Amount
B0000325	11	Performance Riverside	Ryder Truck Rental, Inc.	Transportation Contracts	1,500
B0000325	11	Performance Riverside	Ryder Truck Rental, Inc.	Transportation Contracts	1,500
B0000326	11	Performance Riverside	Riverside Marriott	Other Travel Expenses	25,000
B0000327	11	Performance Riverside	Riverside Community College	Theatre Supplies	4,500
B0000329	11	Performance Riverside	Pacer Global Logistics	Transportation Contracts	2,000
B0000336	12	Health Services	Darby Drug Co., Inc.	Other Supplies	2,500
B0000336	12	Health Services-Norco	Darby Drug Co., Inc.	Other Supplies	1,250
B0000336	12	Health Services-MV	Darby Drug Co., Inc.	Other Supplies	1,250
B0000341	11	Human Resources	Corporate Express	Other Supplies	4,000
B0000342	12	Campus Student Services-Norco	Office Depot	Other Supplies	2,000
B0000343	12	Campus Student Services-Norco	Barnes & Noble	Book Grants	11,755
B0000344	11	Human Resources	State of California	Fingerprints	15,000
B0000345	11	Human Resources	Computerized Diagnostic Imaging	Physicals	1,500
B0000346	11	Human Resources	Installation Pros, Inc.	Repairs - Parts	2,100
B0000349	11	Facilities	Best Floor Machines	Custodial Supplies	2,500
B0000350	11	Allied Health	WallCur, Inc.	Instructional Supplies	1,000
B0000351	11	Allied Health	A & G Jones Dry Cleaning Inc	Laundry and Cleaning	1,000
B0000352	11	Allied Health	Riverside Community Hospital	Instructional Supplies	1,000
B0000353	11	Allied Health	Moore Medical Corporation	Instructional Supplies	8,500
B0000354	11	Facilities	Yamas Controls So. Cal., Inc.	Repairs - Parts	2,240
B0000354	11	Facilities Norco	Yamas Controls So. Cal., Inc.	Repairs - Parts	2,240
B0000354	11	Facilities-MV	Yamas Controls So. Cal., Inc.	Repairs - Parts	2,240
B0000355	11	Facilities	Thyssenkrupp Elevator	Repairs - Parts	5,750
B0000356	11	Facilities	Integritime Solutions, Inc	Computer Software Maint/License	1,167
B0000358	11	Facilities	Independent Air Group, Inc	Repairs - Parts	5,000
B0000359	11	Open Campus	Plus Media	Instr Media Material	2,000
B0000361	11	Applied Technology	Hobart Corporation	Repairs - Parts	1,200
B0000362	11	Applied Technology	Bryan Exhaust Service Inc.	Repairs - Parts	1,200
B0000363	11	Applied Technology	Industrial Electric Service	Repairs - Parts	3,400
B0000364	11	Applied Technology	JC's Grease Buyer	Repairs - Parts	1,300
B0000365	11	Applied Technology	Mike Staudt Restaurant Repair	Repairs - Parts	1,000

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
6/01/06 thru 7/31/06

PO#	Fund	Department	Vendor	Description	Amount
B0000366	11	Applied Technology	Anderson Plumbing	Repairs - Parts	1,500
B0000369	11	Applied Technology	Thermal-Cool Heating & Air	Repairs - Parts	2,000
B0000370	11	Facilities	Magnuson Tire & Wheel Inc	Repairs - Parts	1,000
B0000379	11	Allied Health	Riverside County Regional Med Ctr	Instructional Supplies	3,000
B0000380	11	Allied Health	Arch Wireless	Other Services-Cell Phones	2,500
B0000381	11	Facilities	Squires Lumber Company Inc.	Repairs - Parts	5,000
B0000384	11	Facilities	Same Day Signs	Repairs - Parts	1,300
B0000386	11	Allied Health	Environmental Management	Waste Disposal	2,500
B0000387	11	Facilities	Yamas Controls So. Cal., Inc.	Repairs - Parts	1,000
B0000389	11	Facilities	Roto-Rooter Service	Repairs - Parts	4,000
B0000390	11	Facilities	Burke Engineering, Co.	Repairs - Parts	4,000
B0000391	11	Facilities	California Tool & Welding	Repairs - Parts	1,200
B0000392	11	Facilities	Clark Security Products	Repairs - Parts	4,000
B0000394	11	Facilities	Consolidated Electrical Distributor	Repairs - Parts	10,000
B0000395	11	Facilities	Dunn-Edwards Paint Corp.	Repairs - Parts	4,000
B0000396	11	Facilities	Frazee Industries, Inc.	Repairs - Parts	1,500
B0000397	11	Facilities	WW Grainger, Inc.	Repairs - Parts	10,000
B0000398	11	Facilities	Inland Lighting Supplies, Inc.	Repairs - Parts	10,000
B0000400	11	Facilities	KH Metals and Supply	Repairs - Parts	3,500
B0000402	11	Facilities	Jack Lindgren Builders Hardware	Repairs - Parts	4,000
B0000403	11	Facilities	Lawson Products, Inc.	Repairs - Parts	3,000
B0000404	11	Facilities	Don La Force Associates, Inc.	Repairs - Parts	1,800
B0000405	11	Facilities	Advanced Electrical Contracting Inc	Repairs - Parts	5,000
B0000406	11	Facilities	Benrich Service Company, Inc.	Repairs - Parts	4,300
B0000407	11	Facilities	Carns Rooter, Inc.	Repairs - Parts	3,000
B0000408	11	Facilities	Parts Plus	Repairs - Parts	11,000
B0000410	11	Facilities	Empire Oil	Other Transportation Supplies	31,000
B0000411	11	Facilities	Frank's Auto Glass	Repairs - Parts	2,000
B0000412	11	Physical Education	Pat Leon's Exercise Equipment	Repairs - Parts	6,000

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B0000413	11	Facilities	Exxon Mobil Fleet	Other Transportation Supplies	1,000
B0000414	11	Facilities	Chevron and Texaco Card Services	Other Services - Gasoline	10,200
B0000415	11	Facilities	Fritts Ford	Repairs - Parts	3,000
B0000417	11	Facilities	Riverside Electric Motors	Repairs - Parts	1,000
B0000418	11	Facilities-MV	KH Metals and Supply	Repairs - Parts	1,000
B0000419	11	Facilities	Refrigeration Supplies	Repairs - Parts	4,000
B0000421	11	Facilities	RSC Equipment Rental	Rents and Leases	3,500
B0000422	11	Facilities	Powell Pipe & Supply Company	Repairs - Parts	9,000
B0000424	11	Health, Human & Public Services	Reliable Office Solutions	Instructional Supplies	1,800
B0000425	11	Mathematics, Science & PE	Reliable Office Solutions	Other Supplies	2,700
B0000427	11	Facilities Norco	Restroom Specialty Company	Custodial Supplies	1,800
B0000428	11	Facilities	Electronics Warehouse	Maintenance Supplies	1,000
B0000431	11	Facilities	Grillo Filter Sales	Repairs - Parts	2,000
B0000432	11	Facilities-MV	Ewing Irrigation Products	Grounds/Garden Supplies	2,000
B0000433	12	President Moreno Valley	Barnes & Noble	Other Supplies	1,200
B0000436	11	Facilities	Culligan	Repairs - Parts	1,000
B0000438	11	Grants & Contract Services	Staples, Inc.	Other Supplies	1,000
B0000439	11	Facilities	Chemco Products Company	Repairs - Parts	14,626
B0000442	11	Grants & Contract Services	American Express Co.	Conferences	10,000
B0000453	11	Administration & Finance	PARS	Professional Services	27,948
B0000454	11	Finance	Braymer, Patricia	Other Services-Consultant	16,000
B0000459	11	Performance Riverside	O D Music, Inc.	Other Services-Equity Actor Services	59,000
B0000461	11	Open Campus	Synergistic Mailing Services	Postage	20,000
B0000463	11	Academy / Criminal Services	Home Depot	Instructional Supplies	5,000
B0000464	11	Facilities Norco	T & R Nursery	Grounds/Garden Supplies	1,000
B0000465	11	Facilities	Kuma Tire Distributors	Repairs - Parts	1,000
B0000466	11	Facilities	Auto Tech	Repairs - Parts	3,000
B0000467	11	Facilities-MV	T & R Nursery	Grounds/Garden Supplies	1,000
B0000471	11	Administration & Finance	Magnon Property Management	Other-District Office	90,000
B0000472	11	Human Resources	Joblephant.Com Inc.	Advertising	100,000
B0000478	11	Facilities-MV	Western Farm Service, Inc.	Grounds/Garden Supplies	1,000
B0000479	11	Facilities-MV	Hydro-Scape Products, Inc.	Grounds/Garden Supplies	2,000
B0000480	11	Facilities-MV	A M Leonard Inc.	Grounds/Garden Supplies	1,000

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B0000481	11	Facilities-MV	Horizon Distributors Inc	Grounds/Garden Supplies	1,000
B0000482	11	Facilities-MV	Inland Lighting Supplies, Inc.	Repairs - Parts	2,000
B0000483	11	Facilities-Norco	JSI Industries, Inc.	Repairs - Parts	1,000
B0000484	11	Facilities-MV	JSI Industries, Inc.	Repairs - Parts	1,000
B0000485	11	Facilities-MV	Powell Pipe & Supply Company	Repairs - Parts	1,500
B0000486	11	Facilities-MV	Shiffler Equipment Sales, Inc.	Repairs - Parts	1,000
B0000487	11	Facilities-MV	Sunnymead Electrical and Lighting	Repairs - Parts	3,000
B0000488	11	Facilities-MV	Sunnymead Ace Hardware	Repairs - Parts	2,000
B0000489	11	Facilities-MV	Universal Specialties, Inc	Repairs - Parts	2,000
B0000490	11	Facilities-MV	Vista Paint	Repairs - Parts	1,000
B0000491	11	Facilities-MV	AAA Electric Motors Sales	Repairs - Parts	1,000
B0000492	11	Facilities-MV	WW Grainger, Inc.	Repairs - Parts	1,000
B0000493	11	Facilities-MV	Western DC Systems	Repairs - Parts	2,800
B0000494	11	Facilities-MV	Grillo Filter Sales	Repairs - Parts	1,000
B0000497	11	Facilities-MV	Apple Valley Communications	Repairs - Parts	1,000
B0000498	11	Facilities-MV	Refrigeration Supplies	Repairs - Parts	1,000
B0000500	11	Academy / Criminal Services	Riverside County Sheriffs Dept	Rents and Leases	5,900
B0000501	11	Academy / Criminal Services	Riverside County Sheriffs Dept	Lecturers	1,000
B0000502	11	Academy / Criminal Services	Counseling Team International	Consultants	1,800
B0000503	11	Academy / Criminal Services	Fitness Repair Shop, Inc	Repairs - Parts	2,000
B0000504	11	Academy / Criminal Services	Riverside County Sheriffs Dept	Other Services-Academy Coordinator	1,000
B0000505	11	Academy / Criminal Services	Riverside County Information	Telephone	3,400
B0000506	11	Academy / Criminal Services	Michael G. Dolence and Assoc.	Consultants	28,500
B0000507	11	Facilities	AMP Mechanical, Inc.	Repairs - Parts	3,000
B0000508	11	Facilities-MV	RSC Equipment Rental	Rents and Leases	3,000
B0000511	11	Finance	Archive Management Inc.	Other Services-Document Storage	19,000
B0000513	11	Facilities-MV	Empire Mowers, Inc	Repairs - Parts	1,500
B0000514	11	Facilities-MV	Lawn Tech Equipment	Repairs - Parts	1,500
B0000519	11	Facilities-MV	Burke Engineering, Co.	Repairs - Parts	4,000
B0000522	11	Facilities-MV	Keenan Supply San Bernardino	Repairs - Parts	1,000
B0000523	11	Facilities-MV	JD Lock & Key	Repairs - Parts	1,000
B0000524	11	Facilities-MV	Carns Rooter, Inc.	Repairs - Parts	1,000
B0000525	11	Facilities-MV	Stanley Access Technologies	Repairs - Parts	1,000

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B0000527	11	Facilities-MV	Clean Source	Custodial Supplies	1,000
B0000528	11	Facilities-MV	Waxie Sanitary Supply	Custodial Supplies	6,300
B0000529	11	Facilities-MV	Patriot Packaging & Supplies	Custodial Supplies	9,000
B0000545	11	Campus Police	Pacific Parking Systems, Inc.	Other Supplies	7,000
B0000546	11	Campus Police	O'Neil Product Development, Inc.	Copying and Printing	4,000
B0000548	11	Campus Police	Woodcrest Uniforms	Other Supplies	1,350
B0000549	11	Campus Police	Traffic Control Service, Inc.	Other Supplies	5,000
B0000551	11	Campus Police	Counseling Team International	Pre-Employment Testing	3,000
B0000554	11	Campus Police	City of Inglewood	Other Services-Process Citations	41,000
B0000555	11	Campus Police	County of Riverside Purchasing	Repairs - Parts	20,000
B0000556	12	Campus Police	12th Street Cleaners	Laundry and Cleaning	4,000
B0000557	11	Purchasing	Apperson Print Management	Purchase/Cost of Goods Sold	2,000
B0000558	11	Administrative Support Center	American Business Systems	Other Supplies	1,000
B0000559	12	VTEA	CCCAOE	Other Services-Staff Development	1,000
B0000560	12	VTEA	Hilton Hotel	Other Services-Regional Meetings	12,000
B0000561	12	VTEA	College of the Desert	Other Travel Expenses	2,000
B0000562	12	VTEA	Riverside Marriott	Other Services-Occ Ed Retreat	3,000
B0000563	12	Campus Student Services-Norco	Costco	Other Supplies	6,600
B0000564	12	Campus Student Services-Norco	Enterprise Rent-A-Car	Transportation Contracts	1,700
B0000565	11	Chemistry	Sargent-Welch	Instructional Supplies	3,000
B0000567	12	Campus Student Services-Norco	Inland Empire Stages, Ltd.	Transportation Contracts	15,400
B0000570	11	Applied Technology	Canon Financial Services, Inc.	Rents and Leases	4,149
B0000571	11	Performance Riverside	Vaughan, John	Professional Services	12,000
B0000572	11	Performance Riverside	Miller, Emily	Professional Services	4,000
B0000576	11	Physical Science	Spitz, Inc.	Repairs - Parts	7,210
B0000578	11	Physical and Life Sciences-Norco	24 Hour Fitness, Inc.	Rents and Leases	28,000
B0000579	11	Facilities	Best Temporary Services	Temporary Services	10,000
B0000583	11	Board of Trustees	Best, Best & Krieger	Legal	100,000
B0000584	11	Administration & Finance	Murdock, Wairath & Holmes	Consultants	31,700
B0000585	11	Administration & Finance	Office Depot	Other Supplies	1,000
B0000586	61	Risk Management	Southern California Risk Management	Claims Expense	46,000
B0000587	12	Auxiliary Business Services	County of Riverside	Fee Collection Parking Citations	50,000
B0000589	11	Auxiliary Business Services	Brink's Inc.	Other Services-Courier Service	10,048

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B0000590	11	Athletics	Enterprise Rent-A-Car	Transportation Contracts	3,000
B0000591	11	Athletics	Clover, James B.	Doctors/Nurses	7,250
B0000592	11	Athletics	Clover, James B.	Physicals	4,100
B0000593	11	Administrative Support Center	Kelly Paper Company	Copying and Printing	1,000
B0000594	11	Administrative Support Center	DHL Express (USA), Inc.	Postage	7,500
B0000595	11	Administrative Support Center	Quality Imaging Supplies	Other Supplies	1,000
B0000596	11	Administrative Support Center	American Business Systems	Other Supplies	1,000
B0000597	11	Administrative Support Center	Federal Express	Postage	5,000
B0000598	11	Administrative Support Center	Inland Presort & Mailing Services	Postage	5,000
B0000599	11	Administrative Support Center	California Overnight	Postage	1,000
B0000600	11	Business, Engineering & Info Tech	Office Depot	Instructional Supplies	12,349
B0000602	11	Business & Computer IS-MV	Reliable Office Solutions	Other Supplies	1,450
B0000609	12	Community & Economic Develop	Orange County Business Council	Rents and Leases	1,500
B0000612	12	Workforce Preparation	Budget Inn	Other Travel Expenses	2,500
B0000614	11	Purchasing	Archive Management Inc.	Purchase/Cost of Goods Sold	1,000
B0000615	11	Purchasing	Xpedx	Purchase/Cost of Goods Sold	5,000
B0000616	11	Purchasing	Kelly Paper Company	Purchase/Cost of Goods Sold	20,000
B0000617	11	Purchasing	Unisource Worldwide, Inc.	Purchase/Cost of Goods Sold	60,000
B0000618	11	Board of Trustees	Ahern, Adcock, Devlin, LLP	Audit	38,030
B0000618	11	Auxiliary Business Services	Ahern, Adcock, Devlin, LLP	Audit	5,360
B0000618	32	Food Services	Ahern, Adcock, Devlin, LLP	Audit	2,120
B0000619	11	Facilities	Basic Backflow	Repairs - Parts	1,575
B0000619	11	Facilities-MV	Basic Backflow	Repairs - Parts	1,130
B0000620	11	Facilities	Amtech Elevator Services	Repairs - Parts	13,610
B0000620	11	Facilities Norco	Amtech Elevator Services	Repairs - Parts	7,490
B0000620	11	Facilities-MV	Amtech Elevator Services	Repairs - Parts	6,420
B0000622	11	Health, Human & PS-MV	Henry Schein Inc.	Instructional Supplies	6,000
B0000624	11	Health, Human & PS-MV	Oral-B	Instructional Supplies	2,000
B0000626	11	Health, Human & PS-MV	Henry Schein Inc.	Repairs - Parts	10,000
B0000627	11	Health, Human & PS-MV	March Joint Powers Authority	Rents and Leases	59,000
B0000628	11	Health, Human & PS-MV	Atech Sterile Solutions	Repairs - Parts	1,000
B0000629	11	Health, Human & PS-MV	Reliable Office Solutions	Other Supplies	2,500
B0000630	11	Health, Human & PS-MV	Reliable Office Solutions	Other Supplies	1,500

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PO#	Fund	Department	Vendor	Description	Amount
B0000631	11	Health, Human & PS-MV	Moore Medical Corporation	Instructional Supplies	3,000
B0000634	11	Health, Human & PS-MV	Reliable Office Solutions	Instructional Supplies	4,500
B0000636	11	Health, Human & PS-MV	Reliable Office Solutions	Other Supplies	2,000
B0000637	11	Learning Resource Center	Amazon.Com Credit	Instr Media Material	1,000
B0000638	11	Life Sciences	Ward's Natural Science Estab	Instructional Supplies	1,500
B0000640	12	Library	Amazon.Com Credit	Books/New and Expanded Library	1,000
B0000644	11	Mathematics, Science & PE-MV	Emergency Medical Products, Inc	Instructional Supplies	2,000
B0000649	11	Mathematics, Science & PE-MV	Fisher Scientific	Instructional Supplies	3,000
B0000652	11	Mathematics, Science & PE-MV	Reliable Office Solutions	Other Supplies	1,000
B0000653	11	Mathematics, Science & PE-MV	Reliable Office Solutions	Other Supplies	1,000
B0000654	11	Occupational Education	Valley Printers	Purchase/Cost of Goods Sold	20,000
B0000658	11	Allied Health	Moore Medical Corporation	Instructional Supplies	1,000
B0000662	12	Allied Health	Riverside County Regional Med Ctr	Instructional Supplies	1,000
B0000664	11	Mathematics, Science & PE-MV	Ward's Natural Science Estab	Instructional Supplies	5,000
B0000665	11	Mathematics, Science & PE-MV	Moore Medical Corporation	Instructional Supplies	1,000
B0000669	11	Mathematics, Science & PE-MV	Fisher Scientific	Instructional Supplies	2,000
B0000677	11	Open Campus	San Bernardino Comm College Dist	Other Services-KVCR Telecourses	4,600
B0000681	11	Performing Arts	Otter Distributors	Instructional Supplies	1,000
B0000682	11	Performing Arts	Nick Rail Music, Inc.	Instructional Supplies	1,000
B0000683	11	Performing Arts	Advanced Copy Systems	Repairs - Parts	1,000
B0000684	11	Performing Arts	Jim's Music Center, Inc.	Instructional Supplies	1,000
B0000686	11	Academy / Criminal Services	Riverside County Fire Department	Other Services-FireTech Coordinator	133,600
B0000690	11	Academy / Criminal Services	LN Curtis	Instructional Supplies	1,900
B0000691	11	Academy / Criminal Services	Mallory Fire	Repairs - Parts	4,850
B0000694	11	Academy / Criminal Services	Riverside County Fire Department	Lecturers	2,000
B0000695	11	Academy / Criminal Services	Dept of Forestry & Fire Protection	Other-Fire Academy Certificates	6,500
B0000706	11	Social & Behavioral Sciences	Office Depot	Instructional Supplies	1,530
B0000707	11	Dean of Instruction	Magic Garden and Landscape	Other Services-MEC Landscape Maint.	3,200
B0000709	12	Dean of Education	Reliable Office Solutions	Other Supplies	1,000
B0000710	12	Trio Program - Norco	Adventures In Advertising Corporation	Other Supplies	6,000
B0000711	12	Trio Program - Norco	Staples, Inc.	Other Supplies	1,500
B0000713	12	Trio Program - Norco	Lamp Post Pizza	Food	1,450
B0000714	12	Trio Program - Norco	Boston Market Corporation	Food	2,000

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B0000715	12	Trio Program - Norco	Norco's 6th St. Famous Deli	Food	2,150
B0000716	12	Trio Program - Norco	Obee's Soup-Salad-Subs	Food	1,000
B0000723	12	VTEA	Vot Systems, Inc	Other Services-Website Hosting	7,350
B0000724	12	VTEA	Grossmont-Cuyamaca Community	Other Services-Joint Advisory Comm.	2,000
B0000725	12	VTEA	Palo Verde Community College	Other Services-Tech Prep Activities	64,000
B0000726	12	VTEA	College of the Desert	Other Services-Tech Prep Activities	64,000
B0000729	12	President Norco	Office Depot	Other Supplies	1,000
B0000736	11	Counseling-Norco	Office Depot	Other Supplies	1,000
B0000737	11	Campus Student Services-Norco	Office Depot	Other Supplies	1,000
B0000744	11	Health, Human & PS-MV	Vaezazizi, Reza	Consultants	17,000
B0000745	11	Health, Human & PS-MV	Life Assist, Inc.	Instructional Supplies	3,000
B0000746	11	Health, Human & PS-MV	Firstline, LLC	Instructional Supplies	2,000
B0000751	11	Customized Solutions	Global Learning Partners, Inc.	Other Services-Training	1,600
B0000757	33	Early Childhood Studies-Norco	Smart & Final	Meals Needy Children	2,500
B0000764	11	Performance Riverside	Theatre Company, the	Costume Rentals	10,000
B0000765	11	Chancellor's Office	Lexus Financial Services	Rents and Leases	6,357
B0000766	11	Public Affairs & Institutional Adv	Press Enterprise	Advertising	10,000
B0000768	11	Public Affairs & Institutional Adv	AT&T	Advertising	2,000
B0000769	11	Public Affairs & Institutional Adv	Nanc E & Company Graphic Design	Other Services-Design Services	2,500
B0000770	11	Public Affairs & Institutional Adv	Geographics	Other Services-Design Services	5,000
B0000771	11	Public Affairs & Institutional Adv	KCAL Radio	Advertising	1,994
B0000781	11	Board of Trustees	RCC Foundation	Conferences	2,500
B0000785	11	Facilities	La Sierra Fire Equipment	Repairs - Parts	3,500
B0000786	11	Facilities	Fire Protection Services	Repairs - Parts	2,500
B0000787	11	Facilities	Apple Valley Communications	Other Services-Alarm Services	10,000
B0000788	11	Facilities	Safety Kleen Corporation	Other Supplies	2,000
B0000789	12	Community & Economic Develop	Orange County Business Council	Rents and Leases	7,500
B0000790	12	Community & Economic Develop	Bonnand, George	Other Services-Presenter	10,400
B0000791	12	Community & Economic Develop	Hunt, David R.	Other Services-Presenter	10,400
B0000792	12	Community & Economic Develop	Zahraee, Mohammad A.	Other Services-Presenter	5,150
B0000793	12	Community & Economic Develop	Doolittle, Glenn	Other Services-Presenter	2,650
B0000794	11	Customized Solutions	Training Dynamics	Other Services-Training Services	2,200
B0000797	11	International Students	International Education Service	Advertising	4,600

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B0000800	12	Dean of Education	Office Depot	Other Supplies	2,000
B0000802	12	EOPS	Barnes & Noble	Other Supplies	1,539
B0000803	12	EOPS	Barnes & Noble	Book Grants	22,600
B0000804	12	EOPS	Riverside Transit Agency	Transportation/Bus Passes	6,800
B0000805	32	Food Services	Jim Jones Maintenance	Repairs - Parts	1,000
B0000806	32	Food Services	Scantron Corporation	Other Supplies	6,575
B0000807	32	Food Services	Hanigan Business forms, Inc.	Other Supplies	1,200
B0000808	32	Food Services	Pro Clean, Inc.	Repairs - Parts	2,600
B0000809	32	Food Services	American Point of Sale	Other Supplies	1,400
B0000810	32	Food Services	Comet School Supplies, Inc.	Other Supplies	2,000
B0000811	11	Mathematics, Science & PE-MV	24-Hour Fitness	Rents and Leases	13,000
B0000816	12	Workforce Preparation	Barnes & Noble	Instructional Supplies	1,000
B0000817	12	Workforce Preparation	Office Depot	Other Supplies	2,000
C0001004	12	Community & Economic Develop	Regents - UC	Professional Research Staff	34,998
C0001008	12	President	Corona - Norco Unified School Dist.	Perform Services	25,500
C0001015	12	School of The Arts	Stevenson, Sarah	Research Services	4,525
C0001026	11	Assessment / Accountability	Omnipatform Software Corporation	Web Development for Accreditation	17,000
C0001060	11	Board of Trustees	Korn/Ferry International	Professional Services	75,000
C0001063	12	VTEA	G-Cube	Video Production	6,000
C0001068	12	VTEA	Organizational Consulting Services	Presenter Tech Prep Workshops	4,000
C0001072	11	Facilities	ASR Constructors, Inc.	Improvements District Office	327,000
C0001073	12	Facilities-MV	ASR Constructors, Inc.	MEC Parking Lot Project	111,000
C0001074	11	Performing Arts	Ben Bollinger Productions	Scenery Rental	1,200
C0001076	11	Performance Riverside	Fullerton Civic Light Opera	Scenic Set & Props For "Damn Yankee"	11,467
C0001077	11	Information Services	NEC Unified Solutions, Inc.	PBX Maintenance Contract	61,179
C0001077	11	Information Services-Norco	NEC Unified Solutions, Inc.	PBX Maintenance Contract	11,396
C0001077	11	Information Services-MV	NEC Unified Solutions, Inc.	PBX Maintenance Contract	13,110
C0001078	11	Performing Arts	Henson, Mark	Musical Director	2,000
C0001079	11	Performing Arts	Krinke, Lynda	Costume Designer	2,000
C0001080	11	Dean of Education	Mobile Modular Management Corp	Lease Agreement for Modular Office	2,101
C0001081	12	Health Services	Loma Linda Univ Medical Center	Supplies	39,900
C0001083	11	Performing Arts	Gallardo, Samantha	Stage Manager	1,000
C0001085	11	Performance Riverside	Laguna Playhouse, The	Production of "Charlotte's Web"	8,000

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C0001087	11	Performance Riverside	Jones, Kerry	Scenic Painter	6,000
C0001088	11	Performance Riverside	V & S Video Productions	Video Recording Services	2,200
C0001089	11	Information Services	SK Telecon, Inc.	Cabling Maintenance Contract	112,800
C0001089	11	Information Services-MV	SK Telecon, Inc.	Cabling Maintenance Contract	15,000
C0001089	11	Information Services-Norco	SK Telecon, Inc.	Cabling Maintenance Contract	15,000
C0001090	11	Performance Riverside	California Theatre Center	Production "The Elves & Shoemaker"	8,500
C0001091	11	Performance Riverside	The Center	Production "Letters Harriet Tubman"	2,075
C0001092	11	Performance Riverside	Onstage Musicals	Performance "Pops All Star Orchestra"	14,000
C0001093	11	Open Campus	Edwards, Nancy F.	Community Education Presenter	1,000
C0001095	11	Open Campus	Mansfield, William L.	Community Education Presenter	20,000
C0001096	11	Open Campus	Hollywood Film Institute	Community Education Presenter	3,000
C0001097	11	Open Campus	Kuffel Creek	Community Education Presenter	1,000
C0001098	41	Facilities Norco	TBP Architects	Norco Phase III Project	371,506
C0001099	41	Facilities	Walton, Richard	Consulting Services	3,915
C0001100	41	Facilities	TBP Architects	Riverside School for the Arts Project	185,276
C0001101	11	Open Campus	Law Office of Michael G Gouveia	Community Education Presenter	1,000
C0001102	11	Open Campus	Education To Go	Community Education Presenter	10,000
C0001103	11	Open Campus	National Capital Funding	Community Education Presenter	6,000
C0001104	11	Open Campus	Destination Science	Community Education Presenter	10,000
C0001105	11	Open Campus	WHA Companies	Community Education Presenter	10,000
C0001106	11	Open Campus	Soft-Train	Community Education Presenter	10,000
C0001107	11	Open Campus	Stage Presence Studio of the Arts	Community Education Presenter	10,000
C0001108	11	Open Campus	Southern Ca Reading & Math Clinics	Community Education Presenter	10,000
C0001109	41	Facilities Norco	Vantage Technology Consulting Group	Community Education Presenter	25,000
C0001110	11	Open Campus	Marshall Reddick Seminars	Norco Phase III Project	66,505
C0001111	11	Open Campus	Noriega, Marshall	Community Education Presenter	2,000
C0001112	41	Facilities	Vantage Technology Consulting Group	Community Education Presenter	10,000
C0001113	11	Open Campus	Notary Public Seminars, Inc	Quad IT Technology	27,094
C0001114	11	Open Campus	LTM Associates	Community Education Presenter	30,000
C0001116	11	Open Campus	Mays, James	Community Education Presenter	2,000
C0001117	11	Open Campus	Kidz Behind the Scenes TV Workshop	Community Education Presenter	40,000
C0001118	11	Open Campus	Christensen, Bobbie	Community Education Presenter	1,000
C0001119	11	Open Campus	Cook, David	Community Education Presenter	1,000
C0001119	11	Open Campus		Community Education Presenter	2,000

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PO#	Fund	Department	Vendor	Description	Amount
C0001120	11	Open Campus	Computrax, Inc.	Community Education Presenter	8,000
C0001121	11	Open Campus	Coast Traffic School	Community Education Presenter	1,000
C0001122	11	Open Campus	Center for Healthcare Ed., Inc	Community Education Presenter	2,000
C0001123	11	Open Campus	California Mind Institute	Community Education Presenter	5,000
C0001124	11	Open Campus	Bowman, Gary	Community Education Presenter	3,000
C0001125	11	Open Campus	Balloons by Alice Lyons	Community Education Presenter	2,000
C0001126	11	Open Campus	Adney, Curtis M.	Community Education Presenter	1,500
C0001129	11	Open Campus	D & D's Dance Center	Community Education Presenter	10,000
C0001132	11	Information Services	GFI USA, Inc.	Maintenance Agreement	1,300
C0001134	11	Performance Riverside	O D Music, Inc.	Production Services	59,000
C0001135	11	Facilities	Higginson+Cartozian Architects, Inc	Construction Services	5,000
C0001136	11	Information Services	Western Data Enterprises, Inc	Computer Equipment Maintenance	78,690
C0001136	11	Information Services-Norco	Western Data Enterprises, Inc	Computer Equipment Maintenance	27,090
C0001136	11	Information Services-MV	Western Data Enterprises, Inc	Computer Equipment Maintenance	23,220
C0001140	41	Facilities	P2S Engineering, Inc	Infrastructure Studies Project	85,000
C0001141	41	Facilities	GKK Works	Design Plans - Nursing/Science	4,876,260
C0001142	41	Facilities	KCT Consultants, Inc.	Infrastructure Studies Project	153,700
C0001143	41	Facilities	Foundation for California	Facility Condition Assessment	28,410
C0001144	41	Facilities	Security by Design	Infrastructure Studies Project	32,400
C0001146	41	Facilities-MV	Higginson+Cartozian Architects, Inc	ECS Secondary Effects Project	19,000
C0001147	41	Facilities	John R. Byerly, Inc.	Quad Remodel Project	37,007
C0001148	41	Facilities	Guerra, Patricia	Labor Compliance Program Services	12,550
C0001150	11	Chancellor's Office	Community College League	Consulting Services	24,800
C0001151	11	Counseling	Eureka	Software Maintenance	6,659
C0001152	11	Physical Science	Spitz, Inc.	Preventive Maintenance Agreement	7,210
P0001099	11	Applied Technology	Mike Staudt Restaurant Repair	Repairs - Parts	5,540
P0001158	11	Assessment / Accountability	National Student Clearinghouse	Periodicals/Magazines	1,505
P0001330	11	Mathematics, Sci & Info Systems-MV	Pasco	Instructional Supplies	2,120
P0001529	11	Facilities Norco	Terminix	Other Services-Pest Removal	3,350
P0001565	12	Dean of Education	Office Depot	Other Supplies	3,300
P0001629	12	VTEA	Elsevier Health Science	Lecturers	2,704
P0001651	11	Allied Health	Office Depot	Other Supplies	2,580
P0001719	11	Community Outreach	Office Depot	Other Supplies	1,339

Purchase Order and Warrant Report - All District Funds

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6/01/06 thru 7/31/06

PO#	Fund	Department	Vendor	Description	Amount
P0001772	11	Physical and Life Sciences	Fisher Scientific	Instructional Supplies	9,772
P0001890	11	Facilities-MV	Don La Force Associates, Inc.	Repairs - Parts	5,200
P0001897	11	Social & Behavioral Sciences-Norco	Office Depot	Periodicals/Magazines	5,540
P0001933	11	Facilities	Don La Force Associates, Inc.	Repairs - Parts	7,694
P0002106	11	RCCD Foundation	Office Depot	Other Supplies	1,300
P0002120	12	Upward Bound-Norco	Eagle Glen	Food - Awards Dinner	4,884
P0002129	11	Occupational Education	CMS/California Media Services	Repairs - Parts	4,544
P0002129	11	Applied Technology	CMS/California Media Services	Repairs - Parts	5,426
P0002153	41	Early Childhood Studies-Norco	Safespace Concepts, Inc	Equip Additional \$200-\$4999	1,762
P0002325	11	Campus Police	Golden Pacific Systems	Other Supplies	1,228
P0002325	12	Campus Police	Golden Pacific Systems	Other Supplies	24,347
P0002360	12	Dean of Education	Pip Printing of Riverside	Copying and Printing	1,002
P0002392	11	Facilities Norco	Highsmith Company, Inc.	Repairs - Parts	1,780
P0002563	11	Auxiliary Business Services	Office Depot	Equip Additional \$200-\$4999	1,000
P0002596	11	Physical and Life Sciences-Norco	Fisher Scientific	Instructional Supplies	1,672
P0002747	11	Information Services	Technology Integration Group	Comp Equip Additional \$200-\$4999	6,077
P0002951	11	Facilities	Scott Equipment, Inc	Repairs - Parts	1,714
P0003255	12	Workforce Preparation	CDW-G	Comp Equip Additional \$5000 >	6,901
P0003277	11	Applied Technology	KH Metals and Supply	Instructional Supplies	1,813
P0003324	11	Business, Engineering & Info Tech	WW Grainger, Inc.	Instructional Supplies	1,113
P0003325	11	Business, Engineering & Info Tech	Enco Manufacturing Co.	Instructional Supplies	1,058
P0003327	32	Food Services	Coffee Bean International	Food	2,000
P0003328	12	Physical Education	Sports Imports	Instructional Supplies	1,111
P0003330	11	RCCD Foundation	Geographics	Copying and Printing	1,092
P0003333	11	Arts, Humanities & World Lang-Norco	Office Depot	Instructional Supplies	1,530
P0003336	11	Art	Dick Blick Company, Inc.	Instructional Supplies	2,109
P0003341	11	Arts, Humanities & World Lang-Norco	CDW-G	Instructional Supplies	1,000
P0003343	11	Dean of Instruction-Norco	Troxell Communications, Inc.	Instructional Supplies	1,000
P0003343	11	Physical and Life Sciences-Norco	Troxell Communications, Inc.	Instructional Supplies	1,366
P0003346	11	Arts, Humanities & World Lang-Norco	Troxell Communications, Inc.	Instructional Supplies	2,148
P0003348	11	Health, Human & Public Services-MV	Lesser, Donna	Conferences	1,619
P0003352	12	Grants & Contract Services	National Parenting Institute	Instructional Supplies	3,900
P0003353	11	Communications & Web Development	Computerland of Silicon Valley	Software <\$200	5,486

Purchase Order and Warrant Report - All District Funds
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PO#	Fund	Department	Vendor	Description	Amount
P0003356	11	Life Sciences	K-Log, Inc.	Instructional Supplies	1,234
P0003357	11	Athletic Director	Meier, Barry	Conferences	1,018
P0003369	12	Physical Education	Patt Corporation	Instructional Supplies	2,728
P0003371	11	Information Services	Nexus Is, Inc	Repairs - Parts	3,165
P0003384	11	Counseling	A Stitch Above	Other Supplies	1,146
P0003385	11	Applied Technology	Electromechanical Services	Repairs - Parts	1,238
P0003413	11	Performing Arts	Jim's Music Center, Inc.	Instructional Supplies	1,340
P0003418	11	President Moreno Valley	Advanced Electrical Contracting Inc	Fixtures & Fixed Equipment	1,552
P0003421	11	Chancellor's Office	Power Mac Pac, Inc	Comp Equip Replacement \$200-\$4999	6,627
P0003441	11	Chancellor's Office	Rotella, Salvatore G.	Conferences	1,802
P0003450	11	Communications & Web Development	Dong, Darren	Conferences	1,225
P0003453	12	President Norco	Aycock, Gregory	Conferences	1,200
P0003466	11	Chemistry	Pleasants, Joan	Conferences	1,200
P0003469	11	Chancellor's Office	MacDonald, Virginia	Conferences	1,754
P0003477	11	Health, Human & Public Services-MV	Theford, Teresa	Conferences	1,312
P0003480	11	Counseling-MV	Bridges,Com	Computer Software Maint/License	1,169
P0003487	61	Risk Management	Frank's Auto Glass	Damage Personal Property	1,957
P0003488	12	Campus Police	Weldon, Williams & Lick	Other Supplies	4,554
P0003493	11	Dean of Instruction	National Comm Coll Hispanic Council	Conferences	1,200
P0003505	11	Life Sciences	Steris Corporation	Repairs - Parts	4,121
P0003506	12	President Norco	Tegrity, Inc.	Other Services-Website Hosting	1,920
P0003507	11	Academy / Criminal Services	San Diego Police Equipment	Instructional Supplies	4,728
P0003511	11	Facilities	AMP Mechanical, Inc.	Repairs - Parts	4,930
P0003514	11	Facilities	National Rent A Fence	Rents and Leases	1,005
P0003528	11	Counseling	Office Depot	Other Supplies	1,080
P0003533	41	Facilities	SK Telecon, Inc.	Engineering	2,850
P0003535	11	Counseling	Office Depot	Other Supplies	1,000
P0003545	11	Facilities	Ecology Control Industries	Other Services-Haz Material Removal	7,295
P0003546	11	Counseling	Sunward Travel	Conferences	2,342
P0003549	11	Learning Resource Center	Ambassador Books and Media	Instr Media Material	1,340
P0003550	11	Performing Arts	Sea Breeze Records	Instructional Supplies	3,296
P0003553	11	Facilities	LGP Engineering & Construction Inc.	Repairs - Parts	9,700
P0003556	11	Academy / Criminal Services	LN Curtis	Equip Additional \$200-\$4999	43,152

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PO#	Fund	Department	Vendor	Description	Amount
P0003557	11	Facilities	Mariposa Horticultural Enterprises	Other Services-Tree Trimming	2,675
P0003561	12	VTEA	Ages	Computer Software Maint/License	1,334
P0003562	12	VTEA	Apple Computer, Inc.	Comp Equip Additional \$200-\$4999	1,075
P0003564	12	VTEA	Harris Infosource	Computer Software Maint/License	1,078
P0003565	12	VTEA	Minitab, Inc.	Computer Software Maint/License	1,347
P0003568	12	President Norco	Tegrity, Inc.	Computer Software Maint/License	10,235
P0003570	11	Dean Health Sciences Programs	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,651
P0003571	11	Campus Police	Pacific Parking Systems, Inc.	Other Services-Parking Dispensers	8,400
P0003572	11	Academic Affairs	Synergistic Mailing Services	Other Services-Sum06 Reg Post Cards	4,900
P0003575	11	Accounting Services	Office Depot	Equip Replacement \$200-\$4999	1,077
P0003580	12	Dean of Education	Ocean Institute	Other Travel Expenses	1,150
P0003583	12	Allied Health	Troxell Communications, Inc.	Equip Additional \$5000 >	9,999
P0003585	12	Allied Health	Hill-Rom	Other Instructional Supplies	11,528
P0003587	12	Allied Health	Integrated Media Systems	Equip Additional \$200-\$4999	30,666
P0003589	11	Performance Riverside	Tickets.Com	Comp Equip Additional \$200-\$4999	6,989
P0003594	32	Food Services	State Board of Equalization	Sales Tax	2,264
P0003595	12	Allied Health	Medical Resource USA	Equip Additional \$200-\$4999	2,726
P0003598	11	Facilities	MTM Technologies, Inc.	Fixtures & Fixed Equipment	79,149
P0003599	12	Allied Health	CDW-G	Equip Additional \$200-\$4999	9,442
P0003600	11	Admissions & Records	Xap Corporation	Computer Software Maint/License	2,525
P0003601	12	Allied Health	Medical Resource USA	Equip Additional \$200-\$4999	1,540
P0003602	11	Facilities	AMP Mechanical, Inc.	Repairs - Parts	2,219
P0003604	11	Facilities	AMP Mechanical, Inc.	Repairs - Parts	2,481
P0003605	61	Risk Management	Waxie Sanitary Supply	Damage Personal Property	1,665
P0003607	11	Information Services	Faronics Technologies USA Inc	Computer Software Maint/License	6,536
P0003608	11	Information Services	Datatel, Inc.	Conferences	1,296
P0003610	12	Allied Health	Laerdal Medical Corporation	Equip Additional \$200-\$4999	8,289
P0003611	12	Allied Health	Laerdal Medical Corporation	Equip Additional \$5000 >	41,193
P0003617	11	Facilities Norco	Western Farm Service, Inc.	Grounds/Garden Supplies	1,463
P0003618	12	VTEA	College of the Desert	Other Travel Expenses	5,389
P0003619	11	Human Resources	Rhyne, Jeffrey	Travel Exp Candidate	1,039
P0003620	11	Public Affairs & Institutional Advancement	Press Enterprise	Advertising	2,000
P0003621	11	Facilities-MV	LGP Engineering & Construction Inc.	Repairs - Parts	1,300

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PO#	Fund	Department	Vendor	Description	Amount
P0003625	12	Community & Economic Development	Electronic School Supply, Inc	Instructional Supplies	1,348
P0003626	12	Allied Health	Hospital Systems, Inc	Equip Additional \$200-\$4999	28,200
P0003627	12	Allied Health	D.R.E., Inc	Equip Additional \$200-\$4999	6,663
P0003628	12	Community & Economic Development	Parallax, Inc	Instructional Supplies	3,355
P0003636	11	Facilities Norco	Contract Carpet	Remodel Projects	3,802
P0003638	11	Academy	San Diego Police Equipment	Instructional Supplies	4,728
P0003639	12	Community & Economic Development	Corona, Robert	Conferences	1,485
P0003641	11	Administrative Support Center	US Postmaster	Postage	5,000
P0003651	12	Community & Economic Development	Slayton, Deborah	Conferences	1,120
P0003652	11	Dean of Faculty	Flick, Arend	Conferences	1,000
P0003664	11	Public Affairs & Institutional Advancement	Clear Channel Broadcasting, Inc.	Advertising	5,655
P0003665	41	Facilities Norco	Fineline Interiors Inc.	Remodel Projects	5,974
P0003666	11	Administration & Finance	Prudential Financial	Other Benefits, Other CE Employees	21,000
P0003667	11	Chancellor's Office	Loma Linda Univ Medical Center	Physicals	1,658
P0003671	11	Administrative Support Center	US Postmaster	Postage	1,000
P0003674	11	Community & Economic Development	ACCCA	Conferences	1,650
P0003676	12	Community & Economic Development	Display Tech Exhibits	Other Supplies	1,020
P0003678	11	Allied Health	Marriott	Conferences	2,246
P0003679	11	Information Services	Tier Technologies, Inc	Computer Software Maint/License	13,093
P0003680	11	Associate VC, Instruction	Dell Computers	Equip Additional \$200-\$4999	2,459
P0003682	41	Library	Graham Design	Other-Quad Secondary Effects	59,000
P0003683	41	Facilities Norco	Culver - Newlin	Remodel Projects	19,560
P0003687	12	Workforce Preparation	SVM, LLP	Other Supplies	10,030
P0003689	41	Facilities Norco	Modernair	Remodel Projects	1,200
P0003690	41	Facilities Norco	Modernair	Remodel Projects	1,200
P0003691	41	Facilities Norco	Contract Carpet	Remodel Projects	3,800
P0003692	41	Facilities Norco	Contract Carpet	Remodel Projects	4,000
P0003694	41	Facilities Norco	Contract Carpet	Remodel Projects	2,500
P0003696	12	VTEA	All State Police Equipment Co	Equip Additional \$200-\$4999	5,029
P0003698	11	Academic Affairs	Valley Printers, Inc.	Copying & Printing	30,000
P0003699	11	Open Campus	Scantron Service Group	Repairs - Parts	1,130
P0003706	11	Open Campus	Respondus	Computer Software Maint/License	3,142
P0003712	11	Academic Affairs	Synergistic Mailing Services	Other Services-Sum06 Reg	4,100

Purchase Order and Warrant Report - All District Funds
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PO#	Fund	Department	Vendor	Description	Amount
P0003718	41	Facilities Norco	SK Telecon, Inc.	Remodel Projects	4,500
P0003719	41	Facilities Norco	Advanced Electrical Contracting Inc	Remodel Projects	6,990
P0003720	11	Public Affairs & Institutional Advance	Creative Digital Solutions, LLC	Other Services-Design Facilities 5 yr Plan	13,000
P0003732	11	Information Services	Escoto, Jose	Conferences	1,597
P0003733	11	Information Services	Conley, Cynthia	Conferences	1,597
P0003734	11	Information Services	Paschke, Kathryn	Conferences	1,091
P0003739	11	Open Campus	Faulknerloser, Kurt	Conferences	1,670
P0003740	41	Facilities Norco	Fineline Interiors Inc.	Remodel Projects	5,797
P0003741	11	Counseling	Marmalade Toque	Other Supplies	4,582
P0003742	41	Facilities Norco	Fineline Interiors Inc.	Remodel Projects	10,907
P0003743	41	Facilities Norco	Fineline Interiors Inc.	Remodel Projects	19,088
P0003744	41	Facilities Norco	Fineline Interiors Inc.	Remodel Projects	7,310
P0003749	11	Communications & Web Development	Adobe Enterprize	Other Services-Developer Program	1,611
P0003754	11	Facilities-MV	Contract Carpet	Remodel Projects	9,445
P0003755	11	Facilities-MV	Contract Carpet	Remodel Projects	4,765
P0003756	11	Information Services	Sysix Technologies	Repairs - Parts	18,802
P0003758	12	Allied Health	Elsevier Health Science	Comp Equip Additional \$200-\$4999	1,616
P0003761	11	Facilities	RSC Equipment Rental	Rents and Leases	1,240
P0003764	12	Dean of Education	Advanced Copy Systems	Repairs - Parts	1,152
P0003769	12	Allied Health	Troxell Communications, Inc.	Equip Additional \$200-\$4999	3,957
P0003771	11	International Students	Jacobsen, Marilyn	Scouting	3,940
P0003785	11	President	Corporate Express	Equip Replacement \$200-\$4999	5,468
P0003786	12	President Norco	Coe, William	Instructional Supplies	2,969
P0003792	11	President	Belson Outdoors, Inc.	Other Supplies	5,224
P0003793	11	Communications & Web Development	Geographics	Other Services-Web Development	16,970
P0003800	12	Campus Student Services-Norco	Sea World Group Sales	Other Travel Expenses	1,186
P0003801	12	Grants & Contract Services	Hilton Hotel	Conferences	1,059
P0003802	11	Information Services	Verizon	Rents and Leases	1,212
P0003803	11	Open Campus	Foundation for California	Other-Datatel Hosting	67,408
P0003804	11	Open Campus	Iparadigms, LLC	Computer Software Maint/License	12,400
P0003812	12	Community & Economic Development	Ocean State Electronics	Instructional Supplies	1,346
P0003813	12	Histry, Philsphy, Humn, Ethnic Studies	S.Mile Direkj Corp	Instructional Supplies	3,014
P0003824	12	Workforce Preparation	SVM, LLP	Other Supplies	3,634

Purchase Order and Warrant Report - All District Funds
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PO#	Fund	Department	Vendor	Description	Amount
P0003825	12	Workforce Preparation	Staters Bros. Markets	Other Supplies	1,000
P0003831	11	RCCD Foundation	RCC Foundation	Other Services-Major Gift Campaign	13,166
P0003833	11	RCCD Foundation	RCC Foundation	Consultants	12,430
P0003834	11	RCCD Foundation	RCC Foundation	Other Services-Major Gift Campaign	16,450
P0003835	11	RCCD Foundation	RCC Foundation	Consultants	13,231
P0003838	11	Performing Arts	Samuel French, Inc.	Rents and Leases	2,100
P0003839	11	Dean of Instruction	ACCCA	Conferences	1,400
P0003845	11	Risk Management	Advanced Copy Systems	Repairs - Parts	15,085
P0003847	11	Associate VC, Instruction	Reliable Office Solutions	Other Supplies	1,236
P0003849	12	Workforce Preparation	Riverside Marriott	Other Services-Annual Emancipation Ever	11,173
P0003850	12	Workforce Preparation	Riverside Marriott	Other Services-Workshop & Banquet	2,800
P0003855	11	Human Resources	Javaheripour, Gholam	Travel Exp Candidate	1,187
P0003856	12	Campus Police	Twin Graphics	Copying and Printing	1,897
P0003875	41	Facilities	Beco Electric Co, Inc	Fixtures & Fixed Equipment	1,100
P0003877	12	Campus Police	SCAQMD	Other-Registration Filing Fee	1,154
P0003878	12	Dean of Education	Alvord Unified School District	Other Services-Articulation Workshop	1,734
P0003892	11	Student Financial Services	Student Title IV Federal Grant	Other Services- R2T4 Reimbursement	11,132
P0003903	11	Administrative Support Center	US Postmaster	Postage	5,000
P0003904	11	Information Services	Sehi Computer Products, Inc.	Computer Software Maint/License	10,941
P0003905	11	Public Services/Criminal Justice	Michael G. Dolence and Assoc.	Consultants	11,500
P0003908	12	Workforce Preparation	Reliable Office Solutions	Other Supplies	1,452
P0003912	11	Academy	Riverside County Sheriffs Dept	Rents and Leases	2,719
P0003913	11	Contracts and Legal Svcs.	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,071
P0003915	12	Campus Student Services-Norco	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,900
P0003917	12	Campus Student Services-Norco	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,756
P0003918	12	Campus Student Services-Norco	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,687
P0003921	11	Administrative Support Center	US Postmaster	Postage	20,000
P0003925	11	Academy	FedEx Kinko's	Copying and Printing	1,837
P0003926	12	Campus Student Services-Norco	USA Bus Charter	Other Travel Expenses	4,286
P0003928	11	Chancellor's Office	City of Moreno Valley	Rents and Leases	1,520
P0003930	12	Campus Student Services-Norco	MBNA/American Business Card	Other Travel Expenses	1,380
P0003931	12	Campus Student Services-Norco	Sunward Adventures	Other Travel Expenses	3,600
P0003933	12	Campus Student Services	Moore, John	Other Travel Expenses	2,400

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PO#	Fund	Department	Vendor	Description	Amount
P0003935	12	Facilities-MV	Tri Lake Consultants	Construction Contract	2,220
P0003936	11	RCCD Foundation	Ray & Associates, Inc.	Equip Additional \$200-\$4999	2,042
P0003937	11	RCCD Foundation	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,709
P0003939	11	President Norco	Clarke & Associates	Consultants	44,125
P0003940	12	Campus Student Services	Coventry Motor Inn	Other Travel Expenses	5,160
P0003941	12	Workforce Preparation	Budget Inn	Other Travel Expenses	1,090
P0003949	11	Student Financial Services	Marriott	Conferences	1,361
P0003953	11	Grants & Contract Services	Clarke & Associates	Consultants	41,058
P0003954	11	President Moreno Valley	Clarke & Associates	Consultants	43,894
P0003956	11	Facilities	Trugreen Chemlawn	Other Services-Lawn Chemicals	2,000
P0003959	11	Performing Arts	DB Mix, Inc	Professional Services	2,500
P0003973	11	Information Services	SK Telecon, Inc.	Equip Additional \$200-\$4999	4,500
P0003973	11	Information Services-Norco	SK Telecon, Inc.	Equip Additional \$200-\$4999	2,783
P0003973	11	Information Services-MV	SK Telecon, Inc.	Equip Additional \$200-\$4999	2,783
P0003974	11	Facilities	Ray & Associates, Inc.	Equip Additional \$5000 >	6,325
P0003976	12	VTEA	Doral Desert Princess Resort	Other Services	1,296
P0003978	32	Food Services	State Board of Equalization	Sales Tax	2,927
P0003983	11	Information Services	Datatel, Inc.	Computer Software Maint/License	216,975
P0003989	12	Allied Health	Office Depot	Equip Additional \$200-\$4999	1,598
P0003994	11	Open Campus	MBNA/American Business Card	Conferences	1,295
P0003996	12	VTEA	Finner, Richard	Conferences	1,055
P0003997	12	VTEA	Tegrity, Inc.	Comp Equip Additional \$5000 >	41,789
P0004001	11	Associate VC, Instruction	NEC Unified Solutions, Inc.	Equip Additional \$200-\$4999	4,145
P0004009	11	Chancellor's Office	Accrediting Commission	Memberships	14,783
P0004012	12	Workforce Preparation	Riverside Transit Agency	Transportation/Bus Passes	1,032
P0004018	12	Community & Economic Develop	Williamson, Jeffrey	Conferences	5,670
P0004024	12	Grants & Contract Services	Cobro Consulting, LLC	Consultants	2,000
P0004028	12	Allied Health	Office Depot	Equip Additional \$200-\$4999	1,685
P0004030	11	Business Operations-Norco	Corporate Express	Equip Additional \$200-\$4999	3,676
P0004031	11	Business Operations-Norco	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,553
P0004031	11	Vice President Ed Services-Norco	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,553
P0004032	11	Performing Arts	Fullerton College	Theatre Supplies	3,550
P0004036	11	Applied Technology	Appel Company	Repairs - Parts	1,062

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PO#	Fund	Department	Vendor	Description	Amount
P0004038	11	Physical Education	Center for Healthcare Ed., Inc	Other Services-BLS Certificates	3,240
P0004039	11	Physical Education	American Red Cross	Other-Program Fees	3,240
P0004041	11	Physical Education	Medco Supply Company	Instructional Supplies	2,247
P0004043	11	Athletics	Orange Empire Conference	Memberships	4,400
P0004044	11	Athletics	Mission Football Conference	Memberships	2,000
P0004045	11	Athletics	Medco Supply Company	Instructional Supplies	1,500
P0004046	11	Athletics	Medco Supply Company	Health Supplies	17,416
P0004048	11	Facilities-MV	Western DC Systems	Repairs - Parts	12,626
P0004049	11	Academic Affairs	Inland Resort & Mailing Services	Other Services-Mailing	22,341
P0004050	11	Facilities-MV	Advanced Electrical Contracting Inc	Repairs - Parts	2,628
P0004058	41	Facilities	Alcorn Fence Company	Other-Metal Guard Rail above ECS	6,375
P0004061	11	Human Resources	Council on Education In Management	Conferences	2,688
P0004062	11	Allied Health	Marriott	Conferences	1,024
P0004063	11	Associate VC, Instruction	Spectrum Industries	Instructional Supplies	3,287
P0004066	11	Athletics	Hillyard Floor Care Supplies	Custodial Supplies	6,751
P0004068	12	Workforce Preparation	Redleaf Press	Reference Books	1,476
P0004072	12	Allied Health	SK Telecon, Inc.	Fixtures & Fixed Equipment	3,696
P0004077	11	Administrative Support Center	American Business Systems	Repairs - Parts	3,470
P0004078	11	Associate VC, Instruction	SK Telecon, Inc.	Equip Additional \$200-\$4999	3,664
P0004079	12	Allied Health	Tri-Anim Health Services	Equip Additional \$200-\$4999	5,398
P0004080	12	VTEA	Coast Community College District	Other Services-Statewide Staff Develop.	10,000
P0004083	11	Board of Trustees	Burke, Williams and Sorensen LLP	Legal	50,000
P0004084	11	Admissions & Records	Perfect form Business Services, Inc	Copying and Printing	4,239
P0004095	11	Allied Health	Assessment Technologies Inst. LLC.	Tests	6,840
P0004099	11	Institutional Research	SPSS, Inc.	Computer Software Maint/License	3,265
P0004100	11	Community & Economic Develop	Premier Service Bank	Other Services - Industry Breakfast	1,500
P0004101	11	Chancellor's Office	Conahac/University of Arizona	Memberships	1,500
P0004108	12	VTEA	Bearcom	Equip Additional \$200-\$4999	2,355
P0004112	12	Allied Health	Canon Business Solutions- West, Inc	Equip Additional \$5000 >	7,844
P0004113	12	Community & Economic Develop	WCIS, Inc	Repairs - Parts	1,045
P0004115	12	VTEA	Citrus Community College District	Other Services-Leadership Institute	4,730
P0004116	12	VTEA	Cal Olympic Safety	Equip Additional \$200-\$4999	2,918
P0004124	11	Athletics	91 Express Logistics	Transportation Contracts	1,500

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
6/01/06 thru 7/31/06

PO#	Fund	Department	Vendor	Description	Amount
P0004126	12	Student Services-Norco	Adventures In Advertising Corporation	Other Supplies	1,624
P0004140	11	Customized Solutions	March Joint Powers Authority	Rents and Leases	2,634
P0004140	11	Community & Economic Develop	March Joint Powers Authority	Rents and Leases	5,267
P0004140	11	Dean of Instruction-MV	March Joint Powers Authority	Rents and Leases	26,335
P0004140	12	Community & Economic Develop	March Joint Powers Authority	Rents and Leases	5,267
P0004142	11	Administrative Support Center	United States Postal Service	Postage	10,000
P0004145	11	Administrative Support Center	United States Postal Service	Postage	10,000
P0004146	11	Open Campus	Annenberg/Cpb	Other-Fall Telecourse License Fees	5,853
P0004147	12	Allied Health	JD Lock & Key	Fixtures & Fixed Equipment	2,225
P0004148	11	Human Resources	Stephen C. Kuhn & Associates, Inc.	Consultants	29,686
P0004149	11	Board of Trustees	ACCT	Memberships	3,586
P0004150	11	Facilities	JD Lock & Key	Fixtures & Fixed Equipment	3,051
P0004152	61	Risk Management	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	2,077
P0004153	12	Workforce Preparation	Canyon Crest Travel, Inc	Other Travel Expenses	1,594
P0004155	11	RCCD Foundation	RCC Foundation	Equip Additional \$200-\$4999	24,017
P0004156	11	Dean of Instruction-Norco	Corporate Express	Equip Additional \$200-\$4999	1,936
P0004159	61	Risk Management	Advanced Electrical Contracting Inc	Fixtures & Fixed Equipment	2,855
P0004161	11	Customized Solutions	Frost & Sullivan	Other Services-Subscriptio	10,000
P0004162	11	Physical Science	Enterprise Rent-A-Car	Transportation Contracts	1,150
P0004163	11	Facilities	Contract Carpet	Fixtures & Fixed Equipment	4,894
P0004166	12	VTEA	Insight Media	Instr Media Material	3,798
P0004168	11	Administrative Support Center	US Postmaster	Postage	60,000
P0004169	61	Risk Management	AMP Mechanical, Inc.	Fixtures & Fixed Equipment	18,920
P0004181	12	EOPS	CCCEOPSA	Conferences	1,600
P0004192	12	EOPS	Hyatt Regency	Conferences	1,599
P0004195	12	Workforce Preparation	California Youth Connection	Other Travel Expenses	1,080
P0004196	12	Workforce Preparation	Abbate, Nicole	Other Travel Expenses	1,000
P0004197	12	Workforce Preparation	Hilton Hotel	Other Travel Expenses	1,979
P0004198	12	VTEA	Laerdal Medical Corporation	Comp Equip Additional \$5000 >	27,124
P0004204	11	Cosmetology	Jazz-Z Beauty Products	Equip Additional \$200-\$4999	2,904
P0004208	11	Open Campus	United States Postal Service	Postage	18,000

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
6/01/06 thru 7/31/06

PO#	Fund	Department	Vendor	Description	Amount
Additions to Approved/Ratified Purchase Orders of \$1,000 and Over					
P57029	11	Physical Facilities Planning	Allan Petersen & Associates	All Other Contract	3,279
P61025	32	Food Services	American Paper & Plastics	Paper Products	6,500
P61028	32	Food Services	Joseph Webb Foods	Kitchen Expendables	2,750
P61030	32	Food Services	Pepsi-Cola	Paper Products	11,000
P61031	32	Food Services	Select Produce, Inc.	Food	4,000
P61032	32	Food Services	Sysco Corp.	Kitchen Expendables	6,000
P61034	11	Chancellor's Office	Wells Fargo Bank	Conferences	4,500
P61040	11	Warehouse	Unisource Worldwide, Inc.	Purchase/Cost of Goods Sold	5,000
P61047	11	Printing and Graphics Center	Enovation Graphic Systems	Repairs - Parts	5,000
P61048	11	Equipment Maintenance	AMP Mechanical, Inc.	Repairs - Parts	4,996
P61095	11	Logistical Services	Canon Business Solutions- West, Inc	Repairs - Parts	2,700
P61097	11	Logistical Services	Advanced Copy Systems	Repairs - Parts	1,500
P61104	11	Printing and Graphics Center	Unisource Worldwide, Inc.	Purchase/Cost of Goods Sold	4,236
P61105	11	Printing and Graphics Center	Spicers Paper, Inc.	Purchase/Cost of Goods Sold	9,255
P61108	11	Printing and Graphics Center	Dynamic Bindery, Inc.	Purchase/Cost of Goods Sold	15,000
P61111	11	Printing and Graphics Center	INX International Ink Co.	Purchase/Cost of Goods Sold	1,000
P61121	11	Printing and Graphics Center	Inland Envelope Company	Purchase/Cost of Goods Sold	3,057
P61128	33	Child Development Centers	Sysco Corp.	Other Supplies	1,146
P61139	11	Facilities	Inland Lighting Supplies, Inc.	Repairs - Parts	1,559
P61166	12	Health Services	Moore Medical Corporation	Health Supplies	3,000
P61167	12	Health Services	Allscripts Pharmaceuticals, Inc	Health Supplies	1,672
P61176	11	Open Campus	Govconnection, Inc.	Repairs - Parts	14,000
P61194	11	Equipment Maintenance	Same Day Signs	Repairs - Parts	3,336
P61224	11	Equipment Maintenance	Chemco Products Company	Repairs - Parts	2,270
P61226	11	Equipment Maintenance	Thyssenkrupp Elevator	Repairs - Parts	2,026
P61288	11	Accounting Services	Oce Financial Services, Inc.	Copying and Printing	16,288
P61310	11	Chemistry, General	Sargent-Welch	Instructional Supplies	1,297

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
6/01/06 thru 7/31/06

PO#	Fund	Department	Vendor	Description	Amount
P61365	11	Customized Solutions	Global Learning Partners, Inc.	Contract Ed Instr Supplies	5,000
P61382	11	Personnel Management	State of California	Fingerprints	4,200
P61435	11	Performance Riverside	Riverside Community College	Theatre Supplies	1,300
P61440	11	Commencement	Herff Jones	Commencement	2,000
P61498	12	Instructional Support-VTEA Title I	Reliable Office Solutions	Equip Additional \$200-\$4999	3,800
P61597	11	Vehicle Maintenance	Chevron and Texaco Card Services	Other Transportation Supplies	1,000
P61641	11	District Institutional Research	Reliable Office Solutions	Comp Equip Replacement \$200-\$4999	1,186
P61644	12	Placement Program - Matriculation	The College Board	Tests	13,145
P61664	11	Custodial Services	Ernest Paper Products, Inc.	Repairs - Parts	3,500
P61684	11	Information Technology, General	Reliable Office Solutions	Other Supplies	1,350
P61701	11	Hazardous Materials	Environmental Management	Other Services-Removal	4,129
P61712	11	Facilities	Refrigeration Supplies	Repairs - Parts	1,100
P61740	11	Custodial Services	Waxie Sanitary Supply	Custodial Supplies	3,237
P61777	11	Business and Commerce, General	Office Depot	Instructional Supplies	2,296
P61843	11	Custodial Services	Unisource Worldwide, Inc.	Repairs - Parts	3,540
P61853	11	Dental Hygiene	Henry Schein Inc.	Instructional Supplies	8,193
P61857	11	English	Office Depot	Other Supplies	1,050
P61910	11	Police Academy	Riverside County Sheriffs Dept	Other Services-Academy Coordinator	29,551
P61929	11	Financial Aid Administration	Office Depot	Other Supplies	2,296
P61939	11	Music - Symphony Strings	Shattinger Music	Instructional Supplies	3,300
P61948	11	Facilities	B & K Electric Wholesale	Repairs - Parts	2,020
P62041	11	Art	Office Depot	Other Supplies	1,836
P62131	12	EOPS- Care	Barnes & Noble	Other Supplies	4,476
P62132	12	EOPS- Care	Barnes & Noble	Book Grants	5,505
P62134	41	Facilities Planning - La Sierra	Clayson Mann Yaeger & Hansen	Legal	4,583
P62144	11	Microbiology	Fisher Scientific	Instructional Supplies	1,000
P62178	11	Music	Otter Distributors	Instructional Supplies	4,692
P62191	32	Food Services	Morgan Services, Inc.	Laundry and Cleaning	4,000
P62193	32	Food Services	California Deli Distributors, Inc.	Food	2,000
P62196	32	Food Services	Riverside Dairy Farms	Food	1,000
P62243	11	Logistical Services	Archive Management Inc.	Other Services-Document Storage	2,586
P62329	11	Fire Technology	Riverside County Fire Dept.	Lecturers	4,854

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
6/01/06 thru 7/31/06

PO#	Fund	Department	Vendor	Description	Amount
P62858	12	Disabled Students	EZ Captioning	Other Services-Captioning	5,000
P63060	11	Campus Security	Reliable Office Solutions	Other Supplies	1,974
P63301	12	Grants Dept - Calworks Child Develop	Barnes & Noble	Instructional Supplies	3,349
P63495	11	Open Campus	Youngerman, Stephen	Professional Services	1,116
P64324	11	Facilities	Best Temporary Services	Temporary Services	10,844
B0000017	11	Associate VC, Instruction	Reliable Office Solutions	Other Supplies	1,100
B0000049	11	Open Campus	GovConnection, Inc.	Repairs - Parts	2,000
P0001150	11	Facilities	GLP Engineering, Inc.	Engineering	3,870
P0001300	12	Physical Education	Troxell Communications, Inc.	Equip Additional \$200-\$4999	15,969
P0001456	11	Counseling	Office Depot	Other Supplies	2,394
P0001457	11	Admissions & Records	Office Depot	Other Supplies	1,324
P0001887	11	RCCD Foundation	Office Depot	Other Supplies	1,308
P0001983	11	Administration & Finance	Magnon Property Management	Other-District Office	16,864
P0002214	12	EOPS	Soady Associates	Other Supplies	1,345
P0002263	11	Dean Academic Innovative Prog	OfficeMax	Other Supplies	1,598
P0002304	11	Chancellor's Office	Win, Maung	Other Travel Expenses	1,617
P0002377	12	Early Childhood Studies	CM School Supply Company	Other Supplies	2,654
P0002435	11	Facilities-MV	Contract Carpet	Remodel Projects	11,560
P0002495	11	Dean Health Sciences Programs	Office Depot	Other Supplies	1,153
P0002575	11	Learning Resource Center	A A Equipment Rental Co., Inc.	Repairs - Parts	3,014
P0002698	12	Learning Resource Center	Troxell Communications, Inc.	Equip Additional \$200-\$4999	2,565
P0002766	12	Chemistry	Lab Safety Supply	Equip Replacement \$200-\$4999	1,947
P0002871	11	Arts, Humanities & World Lang	CDW-G	Instructional Supplies	6,070
P0002889	12	Grants & Contract Services	Office Depot	Equip Additional \$200-\$4999	5,201
P0002952	61	Risk Management	Roger Clark Associates, LLC	Other Services - Engineer Accident Recons	2,269
P0002966	11	Athletics	Office Depot	Other Supplies	1,459
P0002985	12	Mathematics, Science & IS-MV	Fisher Scientific	Equip Additional \$200-\$4999	11,901
P0003106	11	Open Campus	Notary Public Seminars Online.Com	Professional Services	1,660
P0003256	11	Life Sciences	Fisher Scientific	Instructional Supplies	2,892
P0003285	11	Athletics	Rogers Athletic Co	Equip Additional \$200-\$4999	2,789
P0003304	11	Business, Engineering & Info Tech	Royal Wholesale Electric	Instructional Supplies	1,927
P0003323	11	Applied Technology	Shamrock Co., the	Instructional Supplies	1,127
P0003347	11	Dean of Instruction-Norco	Carolina Biological Supply Co	Instructional Supplies	3,953

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
6/01/06 thru 7/31/06

PO#	Fund	Department	Vendor	Description	Amount
P0003350	11	Physical and Life Sciences-Norco	Carolina Biological Supply Co	Instructional Supplies	5,466
P0003351	12	Grants & Contract Services	Social Studies School Service	Instructional Supplies	2,085
P0003429	12	Workforce Preparation	National Pen Company	Other Supplies	1,400
P0003440	12	Health Services	Health Edco	Other Supplies	1,171
P0003440	12	Health Services-Norco	Health Edco	Other Supplies	1,171
P0003440	12	Health Services-MV	Health Edco	Other Supplies	1,171
P0003452	11	International Students	Jacobsen, Marylin	Conferences	1,597
P0003483	11	Board of Trustees	Figueroa, Mary	Other Travel Expenses	2,154
P0003584	12	Allied Health	Troxell Communications, Inc.	Equip Additional \$200-\$4999	19,213
P0003622	12	Allied Health	Laerdal Medical Corporation	Equip Additional \$200-\$4999	5,764
P0003637	11	Associate VC, Instruction	Troxell Communications, Inc.	Equip Additional \$200-\$4999	18,580
P0003669	11	Information Services-MV	AO Communications	Equip Additional \$200-\$4999	3,020
P0003670	11	Information Services-Norco	AO Communications	Equip Additional \$200-\$4999	3,020
P0003760	11	Assessment / Accountability	University of Memphis	Other Services-Survey Scanning	2,155
P0003767	12	Allied Health	Troxell Communications, Inc.	Equip Additional \$200-\$4999	1,247
P0003768	12	Allied Health	Troxell Communications, Inc.	Equip Additional \$200-\$4999	1,978
P0003863	11	Dean of Instruction-Norco	Lindsay, Dawn S.	Conferences	1,106
P0003864	11	Board of Trustees	Takano, Mark	Other Travel Expenses	1,327
P0003876	11	Information Services	Hilton Hotel	Conferences	1,569
P0003879	12	Allied Health	Fineline Interiors Inc.	Remodel Projects	1,540
P0003880	12	Allied Health	Action Door Controls, Inc.	Remodel Projects	17,046
P0003882	12	Allied Health	Sundown Window Tinting	Remodel Projects	2,657
P0003883	12	Allied Health	Advanced Electrical Contracting Inc	Remodel Projects	1,435
P0003884	12	Allied Health	Siemens Building Technologies, Inc.	Remodel Projects	1,830
P0003885	12	Allied Health	Siemens Building Technologies, Inc.	Remodel Projects	1,584
P0003886	12	Allied Health	Fineline Interiors Inc.	Remodel Projects	3,305
P0003887	12	Allied Health	Ray & Associates, Inc.	Remodel Projects	2,450
P0003895	11	Applied Technology	Moghaddam, Mohammad B.	Conferences	1,448
P0003902	12	Allied Health	Advanced Electrical Contracting Inc	Remodel Projects	2,670

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 6/01/06 thru 7/31/06

PO#	Fund	Department	Vendor	Description	Amount
				Subtotal (Pages 1-27)	12,680,879
				Subtotal (Pages 27-31)	517,065
				Purchase Orders \$1,000 and Over	13,197,944
				Purchase Orders under \$1,000	387,642
				Grand Total	13,585,586

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3

Date: August 29, 2006

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.: V-A-5-a

Date: August 29, 2006

Subject: Reject Bid for the Electrical and Plumbing Upgrade of the Cosmetology Building

Background: District staff advertised and invited twenty three local vendors to bid on the electrical and plumbing upgrade of the Cosmetology Building. On July 28, 2006, one bid was received in response to the Invitation for Bid.

The results were as follows:

<u>Contractor</u>	<u>Location</u>	<u>Electrical</u>	<u>Plumbing</u>
BECO Electric Company, Inc.	Corona	136,000	0

Following review, District staff recommends rejecting the bid and revising the scope of work of the project and re-bidding.

Recommended Action: It is recommended that the Board of Trustees (1) reject all bids for the Cosmetology electrical and plumbing upgrade, and (2) authorize re-bidding the project after revising the scope of work to be performed.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FOUNDATION

Report No.: V-A-6

Date: August 29, 2006

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

Donor

Contributed to the Photography Program

1 Focal 52mm lens
1 Canon EOS Rebel G camera

Estimate Value: \$50

Ms. Sandy Torre

Contributed to the Theatre Department

1 grand piano

Anonymous

Contributed to Performance Riverside

1 Grizzly heavy duty G-1200 floor model drill press

Estimate Value: \$325

Mr. William T. Chamberlain

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: August 29, 2006

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:

Revisions:

- 1) At the meeting of June 20, 2006, the Board approved out-of-state travel for Mr. Mohammad Moghaddam, director, hospitality and culinary arts programs, to travel to Philadelphia, Pennsylvania, July 12-18, 2006, to attend the American Culinary Convention, the National Convention, Culinary Educator Clinic, Educational Seminar and Workshops. Estimated cost: \$1,447.50. Funding source: the general fund. The estimated cost increased to \$1,635.99.

Current:

- 1) Ms. Trinetta Briggs, director, educational talent search, TRIO, Moreno Valley Campus, to travel to New York, New York, September 5-9, 2006, to attend the Council for Opportunity in Education – Annual Conference for TRIO Professionals. Estimated cost: \$1,995.86. Funding source: TRIO Educational Talent Search, Moreno Valley, grant funds.
- 2) Ms. Shelagh Camak, district dean, workforce preparation, to travel to Albuquerque, New Mexico, October 21-24, 2006, to attend the National Council for Workforce Education 2006 Fall Conference. Estimated cost: \$1,350.00. Funding sources: \$850.00 from the general fund, and \$500.00 from the Temporary Assistance for Needy Families grant funds.
- 3) President Daniel Castro, Riverside City College, to travel to Ponce, Puerto Rico, September 11-15, 2006, to attend the Center for Hispanic Resources in Rehabilitation National Conference. There is no cost to the District.
- 4) Mr. Brook Cross, grant facilitator, economic development, to travel to Houston, Texas, September 12-16, 2006, to attend The Association of Small Business Development Centers 26th Annual Conference. Estimated cost: \$1,711.46. Funding source: Small Business Administration grant funds.
- 5) Mr. Joseph DeGuzman, assistant professor, mathematics, to travel to Tacoma, Washington, October 21-24, 2006, to attend the National Council on Student Development National Conference. Estimated cost: \$1,587.80. Funding source: Title V grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: August 29, 2006

Subject: Out-of-State Travel (continued)

- 6) Dr. Lyn Greene, associate dean, government relations, to travel to Washington, D.C., November 1-4, 2006, to attend the Council for Resource Development Annual Conference. Estimated cost: \$1,400.00. Funding source: the general fund.
- 7) Dr. Lyn Greene, associate dean, government relations, to travel to San Antonio, Texas, December 6-9, 2006, to attend the American Association of Community Colleges State Relations Conference. Estimated cost: \$1,710.00. Funding source: the general fund.
- 8) Mr. Jevon Hatcher, educational advisor, TRIO/educational talent search, to travel to New York, New York, September 5-9, 2006, to attend the Council for Opportunity in Education Annual Conference and Workshops. (\$1,097.87 conference fee.) Estimated cost: \$3,407.15. Funding source: the Educational Talent Search Program grant funds.
- 9) Ms. Melissa Kane, interim vice chancellor, diversity and human resources, to travel to San Antonio, Texas, October 28-30, 2006, to attend the Hispanic Association of Colleges and Universities 20th Annual Conference. Estimated cost: \$1,319.88. Funding source: the general fund.
- 10) Mr. Richard Keeler, director, grant and contract services, to travel to Washington, D.C., November 1-4, 2006, to attend the Council for Resource Development Annual Conference. Estimated cost: \$2,581.24. Funding source: the general fund.
- 11) Ms. Anita Kinser, associate professor, nursing education, to travel to Gatesville, Texas, September 12-15, 2006, to attend Simbaby Training with Laerdal Corporation. There is no cost to the District.
- 12) Dr. Marilyn-Martinez-Flores, associate dean, college program support, to travel to San Antonio, Texas, October 28-31, 2006, to attend the Hispanic Association of Colleges and Universities 20th Annual Conference. Estimated cost: \$1,858.76. Funding source: the Title V (Riverside) grant funds.
- 13) Mr. Mark Mitchell, director, economic development, to travel to Houston, Texas, September 12-16, 2006, to attend The Association of Small Business Development Centers 26th Annual Conference. Estimated cost: \$1,672.03. Funding source: Small Business Administration grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: August 29, 2006

Subject: Out-of-State Travel

- 14) Ms. Colleen Molko, associate director, grant and contract services, to travel to Washington, D.C., November 1-4, 2006, to attend the Council for Resource Development Annual Conference. Estimated cost: \$2,581.24. Funding source: the general fund.
- 15) Mr. Mark Monaghan, grant facilitator, economic development, to travel to Houston, Texas, September 12-16, 2006, to attend The Association of Small Business Development Centers 26th Annual Conference. Estimated cost: \$1,013.46. Funding source: Small Business Administration grant funds.
- 16) Mr. John Moore, educational advisor, TRIO/student support services, Norco Campus, to travel to New York, New York, September 5-9, 2006, to attend the Council for Opportunity in Education Annual Conference and Workshops. Estimated cost: \$3,419.16. Funding source: Student Support Services grant funds.
- 17) Mr. Gustavo Ocegüera, director, TRIO programs, Norco Campus, to travel to New York, New York, September 5-9, 2006, to attend the Council for Opportunity in Education Annual Conference. Estimated cost: \$2,985.24. Funding sources: \$1,493.24 from Student Support Services grant funds, \$746.00 from Educational Talent Search funds, and \$746.00 from Upward Bound grant funds.
- 18) Board of Trustees President Mark Takano and Board Member Mary Figueroa to travel to Orlando, Florida, October 9-14, 2006, to attend The Association of Community College Trustees 2006 Community College Leadership Congress, October 9-14, 2006. Estimated cost: \$7,397.50. (Conference fees are \$2,400.00.) 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.: V-A-8-a

Date: August 29, 2006

Subject: Agreement with the Riverside County Superintendent of Schools

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and the Riverside County Superintendent of Schools (RCSS) to provide the District with information technology support services related to RCSS's Galaxy System. The District uses the Galaxy System to process purchase orders, payroll, accounts payable and accounts receivable transactions, risk management transactions, to maintain the position control system and to prepare and monitor the District's budget. The term of the agreement is from July 1, 2006 through June 30, 2007. The fee for this service will be based on the District's FTES reported at the first principal apportionment attendance date in January 2007. In addition, fees for payroll direct deposit transactions and per page costs for report printing will apply. The Galaxy System rate per FTES support fees shown on the attached agreement reflects a 5% increase over the prior year due primarily to increased RCSS staffing costs. The District will realize cost savings of approximately \$5,600 per year as a result of changing purchasing modules from the OneSource System to the Galaxy System. The cost for FY 2006-2007 will be approximately \$115,500. Funding Source: General Operating - Unrestricted (Fund 11, Resource 1000).

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and the Riverside County Superintendent of Schools for the period July 1, 2006 through June 30, 2007 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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

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

AGREEMENT FOR INFORMATION SYSTEMS SUPPORT
District Expense

This Agreement made and entered into this 2nd day of May 2006 by and between **Riverside County Superintendent of Schools**, hereinafter referred to as the "SUPERINTENDENT," and the **Riverside Community College District**, hereinafter referred to as the "DISTRICT";

WITNESSETH:

The SUPERINTENDENT agrees to provide Information Systems Support services for the DISTRICT as follows:

Standard Galaxy Support

- Service Desk Support: Single Point of Contact between district end users and RCOE Information Technology Services
- Adding, changes and deleting screens and users: Certification of special process to authorize Board Approved users the Approval for Claims Payment and Approve Final Payroll screens.
- Galaxy support website
- Installation Support
- Special request processing:
 - Mass updates requests
 - Special DB query requests
 - Special request reports
 - Perform preliminary quality control validation of requests
- Ongoing production reports support:
 - Responsible for the distribution of the district's daily, weekly, payroll, monthly, quarterly, yearly and year end reports based on established schedules.
 - Create and distribute PDF and/or Excel report files for any requested financial reports and the scheduled Monthly Ledgers and Electronic versions of Payroll Reports.
 - Support Crystal & Actuate Reports, scheduled reports, district report requests and phone support to districts.
 - Requests for New Report Development.
 - Deployment of New Reports
 - Requests for replacement W2, pay stub and direct deposits.
 - Request for the Retro Pay Calculation Reports, coordinate with the Crystal reports developer.

Agreement Number IN-1097
Fiscal Year 2006-07

- Request for the Pay Frequency/Mismatch Payroll Periods query, coordinate with the Development Staff.
 - Request for the Scatter gram reports, coordinate with the Development Staff.
 - Request for the Accrual Reconciliation & Accrual Exception Reports, coordinate with the Crystal reports developer.
 - Request for the Classified Service Seniority List
 - Request for the Notice Change of Employment reports (daily reports and on demand).
 - Phone support/training of the process to create mailing labels.
- Special File Transfer Processing:
 - Process Batch Claim Files
 - Payroll direct deposit file processing
 - Credit Union File Transfer Processing

Standard RCOE Training Support

- Office Automation training
- Training on the business/personnel system (Galaxy)
- Training on the purchasing system (OneSource)
- Provide written documentation for business/personnel system and purchasing system
- Second line escalated end user support for business/personnel system and the purchasing system
- Specialized training upon request
 - Executive style
 - One-on-one End User training
- Site visits
- System enhancement notification and training
- System issues testing

Automated Purchasing System Support

Citrix Connectivity

- Maintain Citrix Accounts for Back Office Users
- Setup of User Accounts
- Citrix Server Maintenance
- Network printing for Back Office Users
- Network troubleshooting
- Perform routine system audits to speed up processing response time

OneSource (Procurenet) Support

- Training- System Administrator, Train-The-Trainer, Purchasing, Payables, Warehouse, Inventory (Back Office), Web Users, New Users
- Respond to support emails sent to OneSource Account

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Fiscal Year 2006-07

- Support Calls for user login, passwords, system transactions
 - Support Interface between OneSource & Galaxy
 - Coordinate with DPNS for system shutdown and start up
 - Work with District & System Support to gather Customize Report Requirements
 - Provide Districts with a System Audit to review Global Parameter Settings
 - Support District System Administrators
 - Run SQL queries as requested by Districts less than one hour.
 - Research Purchase Order and Payment History as requested by Districts
 - One Power User License Support is included in the Standard Service
- ***Back Office Support***
 - Yearend Processing Support
 - Yearly Set up of Pre Encumbrance Codes
 - Maintenance of District Global Parameter Files
 - Maintain User File for RCOE
 - Maintain Approval Classes for RCOE
 - Special Requests sent to Eplus
 - ***Warehouse Support***
 - Troubleshooting for Pick Ticket printing
 - Warehouse Inventory
 - Special Request for updates to warehouse files
 - Support for physical inventory at June 30.
 - Inventory Valuation Reporting
 - ***WEB Support – Front Office***
 - Maintain Web Servers
 - Provide preventative maintenance by monitoring the batch processes in 10 minute intervals from 7:30 a.m. to 5:00 p.m.
 - ***Financial Services Support***
 - Support for financial reporting
 - Support for Transactions between Galaxy and OneSource
 - 1099 Vendor Set Up
 - Independent Contractor Vendor
 - DBA Vendors
 - Support Accrual Process
 - Close Purchase Orders or Contracts in POC status upon District Authorization

Standard Retirement Reporting and Support

- STRS Monthly
- PERS by Payroll

Agreement Number IN-1097
 Fiscal Year 2006-07

1. In no event shall the total amount paid under the support section of this contract exceed 10% of the current projected cost stated below without further authorization by the district's chief executive officer.
2. The SUPERINTENDENT 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. The DISTRICT agrees to pay the SUPERINTENDENT the amount of \$2.97 times the District's most recent January student FTE count enrollment for Galaxy System Support. Said amount being not less than the cost of providing said services.
4. The DISTRICT agrees to pay the SUPERINTENDENT the amount of \$1.35 times the District's most recent January student FTE count enrollment for Automated Purchasing System Support. Said amount being not less than the cost of providing said services.
5. The DISTRICT agrees to pay the SUPERINTENDENT the amount of \$480.00 for Standard Retirement Reporting and Support.
6. The following additional services and/or products may be purchased at the discretion of the DISTRICT on a time and material basis according to this chart and will be invoiced separately.

Custom / Advanced Reports Development	\$69.72/Hour
Report Card Forms (Discount Included)	\$0.05/Form
Period Attendance Forms (Discount Included)	\$0.06/Form
Report Card Processing (Including Printing, Folding, Stuffing)	\$0.12/Form
Postage (Performed as a service at the USPS Rate as of Mailing + Han)	\$0.39/Piece
Custom Advanced Data Extracts (Time Duration more than one hour)	\$69.72/Hour
Custom Advanced Mass Data Updates (Time Duration more than one hour)	\$69.72/Hour
Office Automation Training without Certification	\$85.00/participant
Training Only (Galaxy, Purchasing, Zangle)	Included
Training and Certification (All Offerings)	\$125.00/participant
Direct Deposit Transactions	\$.04 per Transaction
Page Printing	\$.04 per Page
OneSource Additional Power User License Support	\$432.82/License
OneSource Liaison User License Support	\$284.82/License
OneSource Web User Requisitioner License Support	\$65.16/Named User
AFDC Extract	\$134.07/Extract

7. The term of this agreement shall be from **the July 1, 2006** to and including **June 30, 2007**. The SUPERINTENDENT will provide a proposal for a successor agreement in February of 2007. The DISTRICT shall notify the SUPERINTENDENT by May 1, 2007 in writing if the DISTRICT does not intend to participate in the 2007-08 fiscal year.

Agreement Number IN-1097
Fiscal Year 2006-07

8. The SUPERINTENDENT at his discretion may reduce the rate should increased participation warrant a reduction. The SUPERINTENDENT shall invoice the DISTRICT in February of each year, and the DISTRICT agrees to make payment within 30 days.
9. INDEPENDENT CONTRACTOR: The SUPERINTENDENT, while engaged in the performance of this contract, is an independent contractor, and is not an officer, agent or employee of the DISTRICT.
10. ASSIGNMENT OF CONTRACT: The SUPERINTENDENT shall not assign the whole or any part of this agreement or any payment due or to become due hereunder, without the written consent of the DISTRICT and all sureties who have executed bonds on behalf of the SUPERINTENDENT in connection with this contract.
11. HOLD HARMLESS: 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.
12. CHANGES: 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.
 - b. Changes as required by law.
 - c. Reduction of rates authorized by the SUPERINTENDENT.

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**

Signed _____
Authorized Signature

Signed _____

Date _____

Date _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-b

Date: August 29, 2006

Subject: Agreement with Kevin Fleming

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Kevin Fleming to present a half-day workshop to occupational faculty and staff on marketing and promoting occupational education programs. The term of the agreement will be from September 1, 2006 through September 30, 2006. Total expenses for this project are not to exceed \$2,000.00. Funding source: VTEA Title 1-B State Leadership Grant.

The consultant identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, the consultant 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, Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended the Board of Trustees approve the agreement, from September 1, 2006 through September 30, 2006, for an amount not to exceed \$2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Ron Vito
District Dean, Occupational Education

Agreement Between
Kevin Fleming and Riverside Community College District

THIS AGREEMENT is made and entered into by and between Riverside Community College District (District) and Kevin Fleming (Speaker) on August 30, 2006.

The parties hereto mutually agree as follows:

1. The Speaker agrees to provide the following services:
 - a. Present a one-day workshop on "Marketing and Branding Occupational Programs" in September, 2006.
2. The service outlined in Paragraph 1 will be provided at a location determined by Riverside Community College. The District shall provide the Speaker with adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1.
3. The service rendered by the Speaker is subject to review and supervision by Riverside Community College's Chancellor and other designated representatives of the District.
4. The term of this agreement shall begin on September 1, 2006 and end September 30, 2006.
5. Payment in consideration of this agreement shall not exceed \$2,000, including Speaker fee and travel expenses.
6. Speaker shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors, or omissions of the Speaker.
7. Speaker shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status, or sex.

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

Kevin Fleming, Speaker

James L. Buysse
Vice Chancellor of Administration & Finance
Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-c

Date: August 29, 2006

Subject: Agreements for 2006-07 Dance Concert Season

Background: Presented for the Board's review and consideration are agreements between Riverside Community College District and Sue Williams and Bodie J. Smith to provide services for the 2006-07 Dance Concert Season. Sue Williams will provide costumes and Bodie J. Smith will provide recording services. The terms of the agreements are for October 1, 2006 through June 1, 2007, and December 1, 2006 through June 1, 2007, for fees of \$4,000.00 and \$2,850.00, respectively. Funding source: General Fund.

The vendors in these contracts are consultants who 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 vendors are not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. These agreements have 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 agreements, for October 1, 2006 through June 1, 2007, and December 1, 2006 through June 1, 2007, for amounts not to exceed \$4,000.00 and \$2,850.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia McKee-Leone
Interim Vice President, Academic Affairs
Rita Chenoweth
Associate Professor, Dance

AGREEMENT BETWEEN SUE WILLIAMS
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 30th day of August 2006 by and between Sue Williams hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
 - a. Meet with all choreographers to design costumes for "Kinetic Conversations" and "Celebrate Dance."
 - b. Labor to construct costumes for all dancers in both aforementioned concerts and provide any necessary alterations and repairs as necessary.
2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from October 20, 2006 through June 1, 2007.
5. Payment in consideration of this agreement shall not exceed \$4000.00 payable on
 1. December 15, 2006
 2. June 15, 2007
6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Sue Williams

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor, Administration and Finance

AGREEMENT BETWEEN BODIE J. SMITH
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 30th day of August 2006 by and between BODIE J. SMITH hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

8. The consultant agrees to provide the following services:
 - a. Record all dances presented in the following concerts with two cameras: "Kinetic Conversations" on Friday, December 1, 2006, and "Celebrate Dance" on Friday, May 18, 2007.
 - b. Record all dances presented in the following concerts with one camera: "Kinetic Conversations" on Saturday, December 2, 2006, "Collaborations" on Saturday, January 13, 2007, and "Celebrate Dance" on Saturday, May 19, 2007.
 - c. Provide RCC dance with any original and edited footage of above performances.
9. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.
10. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
11. The term of this agreement shall be from December 1, 2006 through June 1, 2007.
12. Payment in consideration of this agreement shall not exceed \$2850.00 payable in the following installments:
 - a. One payment of \$1200.00 upon receipt of the original and edited footage of "Kinetic Conversations."
 - b. One payment of \$450.00 upon receipt of the original and edited footage of "Collaborations."
 - c. One payment of \$1200.00 upon receipt of the original and edited footage of "Celebrate Dance."
13. 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.

14. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Bodie J. Smith

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-d

Date: August 29, 2006

Subject: Agreement with Brunswick Moreno Valley Bowl

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Brunswick Moreno Valley Bowl. This is a facility use agreement that provides a venue for physical education classes for the Moreno Valley Campus. The term of the agreement is August 30, 2006, through August 31, 2007. Funding source: No cost to the District.

This agreement has been reviewed by Ed Godwin, Director, Administration Services, and Sylvia Thomas, Associate Vice Chancellor, Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from August 30, 2006, through August 31, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Lisa Conyers
Dean of Instruction

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT AND
BRUNSWICK MORENO VALLEY BOWL

WHEREAS, Riverside Community College District, a governmental body hereinafter designated "District" desires to use the facilities and premises of Brunswick Moreno Valley Bowl, 24666 Sunnymead Blvd., Moreno Valley, California, for the purpose of holding college level educational classes; and

WHEREAS, Brunswick Moreno Valley Bowl, desires to cooperate with the District in the use of its facilities;

NOW, THEREFORE, the parties agree as follows:

1. For the use of Brunswick Moreno Valley Bowl, during the period from August 30, 2006 through August 31, 2007.
2. The District shall not make or permit other persons to make any alterations to premises without first obtaining the written consent of Brunswick Moreno Valley Bowl.
3. Brunswick Moreno Valley Bowl shall bear all costs of utilities for heat, light and power.
4. Brunswick Moreno Valley Bowl shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omissions of Brunswick Moreno Valley Bowl, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Brunswick Moreno Valley Bowl 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, Brunswick Moreno Valley Bowl shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by RCCD), RCCD, its officers, agents, employees and independent contractors, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold RCCD free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

5. Brunswick Moreno Valley Bowl shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Brunswick Moreno Valley Bowl's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00.
6. The District shall have use of said Brunswick Moreno Valley Bowl on days when class is in session.
7. A use fee of \$3.00 per class session, per student, will be charged by Brunswick Moreno Valley Bowl. Classes will not be in session on the following dates:

September 4, 2006	January 15, 2007
November 10, 2006	February 16-19, 2007
November 23-24, 2006	April 9-13, 2007
December 25, 2006	May 28, 2006
January 1, 2007	July 4, 2007

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

Riverside Community College District

Brunswick Moreno Valley Bowl

By: _____
James Buysse

By: _____
Jeremy Dewhurst

Title: Vice Chancellor,
Administration and Finance

Title: Manager

Dated: _____

Dated: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-e

Date: August 29, 2006

Subject: Agreement with Corona-Norco Unified School District for John F. Kennedy
Middle College High School

Background: Presented for the Board's review and consideration is a facilities use agreement between Riverside Community College District and Corona-Norco Unified School District for John F. Kennedy Middle College High School to provide a venue for Norco Campus classes. The term of this agreement is August 30, 2006 through September 1, 2007. Funding source: No cost to the District.

This agreement has been reviewed by Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor, Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement from August 30, 2006 to September 1, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Dawn Lindsay
Dean of Instruction

JOINT USE AGREEMENT

BY AND BETWEEN

CORONA-NORCO UNIFIED SCHOOL DISTRICT

("SCHOOL DISTRICT")

AND

RIVERSIDE COMMUNITY COLLEGE DISTRICT

("COLLEGE DISTRICT")

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Exhibits

Exhibit A	Map of High School Facilities
Exhibit B	Criminal Records Check Certification Form

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT (the "Agreement"), is made and entered into as of the 1st day of September, 2006, by and between the Corona-Norco Unified School District, a public school district organized and existing under the laws of the State of California ("School District") and the Riverside Community College District ("College District"). School District and College District may hereinafter be referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, School District owns and operates the John F. Kennedy Middle College High School, located in the Riverside Community College campus at 2001 Third Street, in the City of Norco, California (the "High School").

WHEREAS, College District owns and operates the Riverside Community College, located at 2001 Third Street, in the City of Norco, California (the "Community College").

WHEREAS, College District is in need of additional facilities in which to conduct some of its Community College classes.

WHEREAS, the Parties have entered into a Lease Agreement ("Lease"), dated June 18, 2003, in which the Parties agreed to enter into a separate agreement to identify the facilities to be jointly used for the benefit of both Parties.

WHEREAS, the Parties desire to enter into this Agreement to allow College District to use High School facilities, as listed/depicted in Exhibit "A" attached hereto, (the "High School Property") to conduct Community College classes after regular High School hours as exchange for allowing High School Students to enroll in and attend college-level classes at the Community College free of charge.

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Education Code sections 35160 and 81390.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

JOINT USE

School District and College District agree to jointly use the High School Property as more specifically specified in Article V herein in accordance with the terms and conditions in this Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 Initial Term. The initial term of this Agreement ("Initial Term") shall begin on September 1, 2006 ("Commencement Date") and shall end on June 30, 2016, unless sooner terminated as provided for in this Agreement, and, subject to extension as set forth in Section 2.2.

2.2 Extensions. The Initial Term shall automatically be renewed for successive terms of one (1) year each (each an "Additional Term") upon the same terms and conditions applicable for the Initial Term, unless sooner terminated as provided for in this Agreement. In no event shall the Term of this Agreement exceed a total of sixty-six (66) years as provided in Education Code section 81392. In the event notice of termination is timely given, the effective date of any such termination shall be the expiration date of the Initial Term or Additional Term then in effect. The Initial Term and Additional Terms shall collectively be referred to hereafter as the "Term."

2.3 Early Termination.

2.3.1 Either party may terminate this Agreement by giving the other Party prior written notice of its intention to terminate. Such notice shall be provided no later than June 30 of the then current year for termination of the Agreement on June 30 of the subsequent year.

2.3.2 This Agreement shall automatically terminate on the date the Lease is terminated should the Lease be terminated prior to the expiration or earlier termination of this Agreement.

2.3.3 Within thirty (30) days of the effective date of the Agreement's termination, College District shall remove any and all of its personal property from the High School Property.

2.4 Default of College District and Termination. If at any time during the Term College District should fail to perform any material duty or obligation as and when required pursuant to this Agreement, College District shall be deemed to be in default of this Agreement

where such failure shall continue for a period of thirty (30) days after written notice thereof is received by College District from School District; provided, however, that it shall not be deemed a breach by College District if College District shall commence to cure such failure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. If College District fails to cure any default as provided for above, College District shall have breached this Agreement ("College District Default"). In the event of a College District Default, School District may, but shall not be obligated to, terminate the Agreement by giving written notice of such termination to College District whereupon School District shall be under no further obligation whatsoever to College District under this Agreement.

2.5 Default of School District and Termination. If at any time during the Term School District should fail to perform any material duty or obligation as and when required pursuant to this Agreement, School District shall be in default of this Agreement where such failure shall continue for a period of thirty (30) days after written notice thereof is received by School District from College District; provided, however, that it shall not be deemed a breach by School District if School District shall commence to cure such failure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. If School District fails to cure any default as provided for above, School District shall have breached this Agreement ("School District Default"). In the event of a School District Default, College District may, but shall not be obligated to, terminate the Agreement by giving written notice of such termination to School District whereupon College District shall be under no further obligation whatsoever to School District under this Agreement.

ARTICLE III

COMPENSATION

In consideration of College District's right to use the High School Property, as set forth herein, College District shall pay the sum of \$100.00 upon execution of this Agreement, shall allow John F. Kennedy Middle College High School students to enroll in and attend college-level classes at the Community College free of charge, and shall reimburse District for the periodic maintenance of the facilities in accordance with section 6.1 herein.

ARTICLE IV

ALTERATIONS, MODIFICATIONS OR REPLACEMENTS OF IMPROVEMENTS

College District shall not demolish, remove, alter, modify, replace or add improvements to the High School Property.

ARTICLE V

USE

5.1 Use. Beginning with the commencement of the Initial Term and continuing throughout the Initial Term and any Additional Term of this Agreement, College District may use the High School Property in conformance with the terms and conditions of this Agreement. Such use may include the use of overhead projectors, DVD players and Monitors, provided the College District assumes responsibility for the damage or loss of such items. Use of the High School Property shall not include access to computers or LCD projectors.

5.2 Priority Use of Facilities.

(A) Designation of Facilities. No later than July 1 of each year this Agreement is in effect, the School District's Assistant Superintendent, Facilities, and the College District's President, Norco Campus, or their designees shall confer and determine the portion of the High School Property which shall be used by the College District under this Agreement for the next succeeding School Year. The Parties shall then confirm such determination by a memorandum executed by both Parties which shall be deemed an amendment to Exhibit "A" attached hereto. The Parties shall also determine the janitorial fee, discussed in Section 6.1 herein, to be paid by College District to School District for the use of the High School Property for the next succeeding School Year. Notwithstanding the prior language, on the Commencement Date, the College District will have access to 12 classrooms and designated restrooms at the High School Property. Such classrooms are Room Numbers 103, 104, 105, 106, 112, 114, 115, 116, 117, 118, 119, and 120 and are depicted in Exhibit A herein. As additional classrooms are built and are ready for occupancy, the Parties may negotiate the College District's use of additional classrooms. .

(B) Times of Use. Except when the High School Property is needed for school purposes, as previously agreed to by the Parties, College District shall have the exclusive use of the High School Property, as specified in Section 5.2 herein, during the period of September 1 to August 31 ("School Year") from the hours of 4:00 p.m. to 10:15 p.m. Monday through Friday. No later than April 1 of the year preceding each School Year this Agreement is in effect, School District shall inform College District of the dates on which the High School Property is needed for school purposes during the next succeeding School Year.

5.3 Use of Facilities.

(A) The College District shall use reasonable care to ensure that no item is brought, kept or permit anything to be done upon or about the High School Property that will in any way increase or affect the existing rate or coverage of fire or other insurance held by the School District.

(B) The College District shall not permit any use on the High School Property which is inconsistent with the provisions of the California Education Code and/or any applicable law.

(C) The College District agrees to utilize the High School Property in conformance with Federal and State law as well as all rules and regulations of the School District and College District, however, if any rule or regulation adopted by the School District or College District is contrary to any specific provisions contained within this Agreement, the specific provisions of this Agreement shall prevail.

(D) The College District shall use reasonable care to ensure that the College District's rules of conduct are followed by participants in any activity upon the High School Property.

(E) No alcoholic beverages or other controlled substances in any form are allowed at the High School Property.

(F) Smoking is prohibited on the High School Property, including, but not limited to, the High School buildings, parking lots, and outside areas of the High School.

(G) Food and drink are prohibited in the High School buildings.

ARTICLE VI

JANITORIAL SUPPLIES AND SERVICES, UTILITIES, AND SECURITY

6.1 Periodic Maintenance. School District shall provide all janitorial services, janitorial supplies, and utility services such as lighting, air conditioning, heat and water to the High School Property as required for College District's use. To accommodate the cleaning of classrooms used by the College District in the afternoons and evenings, the School District will employ two custodians during the evening shift, which will begin at 5:30 p.m. and end at 1:00 a.m. In addition, High School shall provide a single telephone for use by College District's security personnel. College District shall pay the sum of One Hundred Ten Dollars (\$110.00) by the 10th of each month for each classroom used by College District in the prior month as reimbursement to School District for the janitorial services, janitorial supplies, telephone, and utilities service costs provided by High School District under this Agreement. Such compensation amount shall be amended prior to the commencement of each School Year as specified in Section 5.2 herein and if the College District is granted access to additional classrooms and additional custodial services are necessary.

6.2 Security. The High School Property may be subject to patrol by the College District's security personnel during the College District's use of the High School Property. The College District shall be provided with all keys required to access the High School Property.

ARTICLE VII

FURNISHINGS, EQUIPMENT AND SUPPLIES

College District shall not remove any fixtures, furnishings, equipment or supplies from the High School Property.

ARTICLE VIII

FINGERPRINTING

College District shall comply with the applicable requirements of Education Code Section 45125.2 with respect to fingerprinting of employees and volunteers who may have contact with School District's pupils. All College District Employees and volunteers who may have contact with School District's pupils will be required to complete and submit to School District the Criminal Records Check Certification Form attached as Exhibit "B" prior to the Commencement Date.

ARTICLE IX

DAMAGE AND REPAIR

9.1 Damage and Repair by College District. College District shall be responsible for the repair of any damage to any portion of the High School Property damaged by any person as a result of any act(s) or omission(s) and/or willful misconduct by College District or its guests or invitees, in the use of the High School Property pursuant to this Agreement. College District shall notify School District within ten (10) days after discovery of any damage to the High School Property, whether caused or not by College District or its guests or invitees. If not already notified by College District, School District shall notify College District within ten (10) days after discovery of damage for which College District is claimed to be liable under this Section 9.1. Repairs shall be sufficient to restore the damaged item to its condition prior to such damage. Subject to the payment obligations below, all repair and/or replacement work required by this Article shall be performed by or on behalf of School District by a properly licensed and experienced contractor or by qualified and licensed College District Employees. College District shall be responsible for all costs associated with the repair and/or replacement and return to safe operable conditions. In such event, School District shall arrange for and oversee all repairs and replacement. All such repairs or replacement performed by or on behalf of School District shall be commenced within a reasonable time after the damage occurs, and shall thereafter be diligently prosecuted to completion. To the extent that School District contributed to the need

for repair due to School District's negligent act(s) or omission(s) or willful misconduct, School District shall contribute to the payment of the repairs or replacement to the extent that School District's negligent action(s) or omission(s) or willful misconduct contributed to the need for repairs.

ARTICLE X

LIABILITY AND INDEMNIFICATION

10.1 Liability. College District shall be fully responsible and liable for any and all acts or omissions of any nature or kind by its officers, administrators, employees, agents, volunteers, visitors, guests and invitees, arising from or connected with this Agreement and the use of the High School Property. Notwithstanding any other provision of this Agreement to the contrary, nothing herein shall be construed as an assumption by one Party of the other Party's responsibility or liability for any act or omission arising from or connected with this Agreement or the use of the High School Property.

10.2 Claims Arising From Sole Acts or Omissions of College District. College District agrees to indemnify, defend, and hold harmless School District and its board members, officers, administrators, employees, and agents against and from any liability, including damage to property and injury or death of any person, and any claim, action or proceeding against School District, arising solely out of the acts or omissions of College District in the performance of this Agreement. In its sole discretion and at its own cost and expense, School District may participate in the defense of any such claim, action or proceeding, utilizing legal counsel of its choice; however, such participation shall not relieve College District of any obligation imposed pursuant to this Agreement. School District shall promptly notify College District of any such claim, action, or proceeding and shall cooperate fully in the defense of same.

10.3 Claims Arising From Sole Acts or Omissions of School District. School District agrees to indemnify, defend, and hold harmless College District and its board members, officers, administrators, employees, and agents against and from any liability, including damage to property and injury or death of any person, and any claim, action or proceeding against College District, arising solely out of the acts or omissions of School District in the performance of this Agreement. In its sole discretion and at its own cost and expense, College District may participate in the defense of any such claim, action or proceeding, utilizing legal counsel of its choice; however, such participation shall not relieve School District of any obligation imposed pursuant to this Agreement. College District shall promptly notify School District of any such claim, action, or proceeding and shall cooperate fully in the defense of same.

10.4 Claims Arising From Concurrent Acts or Omissions. Each Party shall provide its own defense with respect to any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases, each Party shall retain its own legal

counsel and bear its own defense costs, and each Party shall waive any right to reimbursement of such defense costs from the other Party.

ARTICLE XI

INSURANCE

11.1 Liability Insurance Policy. Prior to Commencement Date of this Agreement, the Parties shall each obtain and thereafter maintain during the entire Term of this Agreement, at their own cost and expense, a policy of commercial general liability insurance ("Policies"), written on an "occurrence" basis, covering claims for bodily injury, including death, property damage, and consequential damages that may arise out of or result from the Parties' performance of this Agreement or from actions taken in connection therewith, whether such actions are taken by the Parties, or any of their officers, employees, agents, volunteers, guests, invitees, or contractors, or any person directly or indirectly employed by any of them. The insurance company or companies issuing the Policies shall be authorized to conduct business in the State of California and shall be subject to the respective approval of the Parties, which approval the Parties shall not unreasonably withhold. The Parties shall include a standard waiver of rights of subrogation against the respective Parties by the insurance company issuing the Policies. Any deductible under the Policies shall be the responsibility of, and paid by, the respective Party.

11.2 Policy Coverage. The per-occurrence and aggregate coverage limits of the Policies shall be in the minimum amount of Two Million Dollars (\$2,000,000) and shall be adequate to protect the Parties from all claims and liability for damage to property or injury to, including death of, any person, arising from or connected with this Agreement and the use of the High School Property and the Community College Property. The coverage limits of the Policies shall not be construed to relieve the Parties from liability in excess of such coverage.

11.3 Additional Insured. Each Policy shall name the other Party as an additional insured, which, for purposes of this Agreement, shall include the other Party and its board members, officers, administrators, employees, students, and agents (collectively, "Additional Insureds").

11.4 Workers' Compensation Insurance. Each Party shall, in accordance with all applicable laws, rules and regulations, including section 3700 *et seq.* of the Labor Code, obtain and maintain in full force and effect during the Term of this Agreement a policy of workers' compensation insurance. Such workers' compensation insurance shall provide coverage for all of that Party' employees, agents, and volunteers, as applicable, who will be undertaking any actions on behalf of that Party pursuant to the Agreement and while in or upon the High School Property or Community College Property. Each Party shall indemnify, defend and hold-harmless each other, to the extent specified in this Agreement, against any workers' compensation claim by an employee, agent, or volunteer of that Party.

11.5 Certificates of Insurance. Concurrent with the execution of this Agreement, each Party shall have provided the other with copies of all applicable insurance policies and/or evidence of self-insurance required pursuant to this Agreement, and copies of the certificate(s) issued by the insurer evidencing that each Party has obtained the required insurance policies ("Certificates of Insurance"). The Certificates of Insurance shall include the endorsement naming the respective Additional Insureds under the insurance Policies. The Certificates of Insurance shall require that the insurer provide written notice to the other Party not later than thirty (30) days prior to cancellation of any Policies or reduction in coverage thereof. Not less than thirty (30) days prior to the expiration of any Policy required pursuant to this Article, each Party shall provide to the other Party a copy of the renewed Policy together with a copy of the Certificate of Insurance for that Policy.

11.6 Failure to Comply. Failure by either Party to obtain and maintain the insurance required pursuant to this Article, including payment of premiums, or to comply with any other provisions of this Article, shall be deemed a material breach of this Agreement. In the event of any such material breach, either Party may, in its sole discretion, require that the other Party immediately cease all use of the High School Property or Community College Property, as applicable, and forego use until such time as the other Party complies with the requirements of this Agreement. If either Party fails to cure any material breach within ten (10) days of any notice from the other Party that the Party has failed to comply with one or more provisions of this Article, the other Party may secure adequate insurance, and the defaulting Party shall be responsible for the cost and expense thereof.

11.7 Interpretation of Article. Notwithstanding anything in this Agreement to the contrary, the provisions of this Article shall not be construed to limit either Party's liability and responsibility to pay all damages, claims and awards arising from or connected with its operations, acts or omissions, or use of the High School Property or Community College Property pursuant to this Agreement.

11.8 Joint Powers Agreement Coverage. The Parties shall be deemed to have met their respective insurance requirements under this Article by either (a) maintaining the required insurance, (b) self-insuring, or (c) participating in a Joint Powers Agreement with other governmental entities.

ARTICLE XII

GOVERNING LAW AND REMEDIES

12.1 Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California.

12.2 Venue for Resolving Disputes. Any arbitration, mediation, litigation, or other proceeding arising out of this Agreement shall be conducted only in Riverside County.

12.3 Interpretation Guides. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorney was responsible for drafting this Agreement or any provision hereof. The captions or headings set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Articles, Sections or other provisions of this Agreement. Any reference in this Agreement to an Article or Section, unless specified otherwise, shall be a reference to an Article or Section of this Agreement. Where required by context in this Agreement, any reference in the singular sense shall include the plural, and any reference in the plural sense shall include the singular. Whenever the word "day" or "days" is used herein, such shall refer to calendar day or days, unless otherwise provided herein.

12.4 No Waiver. Failure by School District or College District to enforce any term, condition, restriction, or provision herein, in any certain instance or on any particular occasion, shall not be deemed a waiver of such enforcement right, with respect to that or any future breach of the same or any other term, condition, restriction or provision.

12.5 Compliance with Law. In taking any action pursuant to, in performance of, or in connection with this Agreement and use of the Community College Property or High School Property, the Parties, at their own cost and expense, shall comply with all applicable federal, State and local laws, ordinances, rules and regulations, either now in effect or that may hereafter be promulgated or enacted.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 Assignment or Subletting. The Parties shall not assign or delegate any right or obligation pursuant to this Agreement without the express written consent of the other Party. The Parties further acknowledge that this Agreement is intended solely for the benefit of School District and College District, and that no other party shall have any right or entitlement hereunder.

13.2 Recitals and Exhibits. Each Recital set forth herein is hereby deemed to be an effective and operative part of this Agreement. All exhibits attached hereto or referenced herein are hereby incorporated into this Agreement by this reference. Exhibits which are contemplated to be executed by the Parties after the date of this Agreement shall be superseded by the documents which are actually executed by the Parties.

13.3 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been given on (i) the date of service if served personally on the party to whom notice is to be given, (ii) the date of actual or attempted delivery provided such attempted delivery is made on a business day, if served by Federal

Express, Express Mail or another like overnight delivery service, or (iii) the date of actual delivery as shown by the addressee's registry or certification of receipt or the third business day after the date of mailing, whichever is earlier, if mailed to the person to whom notice is to be given, by first class mail, registered or certified, postage prepaid, return receipt requested and properly addressed as follows:

If to School District: Corona-Norco Unified School District
2820 Clark Avenue
Norco, California 92860
Attention: Assistant Superintendent, Facilities

With a copy to: Parker & Covert LLP
17862 East 17th Street, Suite 204
Tustin, California 92780
Attention: Douglas N. Yeoman, Esq.

If to College District: Riverside Community College District
2001 Third Street
Norco, California 92860
Attention: James Buysee, Vice Chancellor,
Administration & Finance

With a copy to: Clayson, Mann, Yaeger & Hansen
601 South Main Street
Corona, California 92882
Attention: David R. Saunders, Esq.

Either Party may change the address for the purpose of this Section by giving written notice of the change to the other Party in the manner provided in this Section.

13.4 Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties and supersedes and replaces all prior negotiations and proposed agreements, written or oral, except as they are included in this Agreement. The Parties acknowledge that neither the other Party nor its agents or attorneys have made any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce the execution of this Agreement and acknowledge that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

13.5 Validity. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

13.6 Non-Discrimination. Each School District and College District covenant by and for itself, its administrators and assigns, and all persons claiming under or through it, that this Agreement is made subject to the following condition:

There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, ethnicity, national origin, ancestry, religion, gender, sexual orientation, age, disability, or marital status, in the use, occupancy or enjoyment of the High School Property and Community College Property subject to this Agreement.

13.7 Amendment. This Agreement may not be modified or amended except by a writing signed by School District and College District. No purported modification or amendment that is not in writing signed by the Parties shall be valid.

13.8 Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement with the same effect as if both Parties had signed the same signature page.

13.9 Authority. Each individual executing this Agreement on behalf of School District and College District hereby represents and warrants (i) his or her authority to do so on behalf of that Party, (ii) that such authority has been duly and validly conferred and (iii) that School District or College District, as appropriate, has full right and authority to enter into this Agreement.

13.10 Time of Essence. Time is of the essence of this Agreement.

[Continued on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) set forth below.

**CORONA-NORCO UNIFIED
SCHOOL DISTRICT**
(School District)

By: _____
Ted E. Rozzi,
Assistant Superintendent, Facilities

Date: _____

**RIVERSIDE COMMUNITY
COLLEGE DISTRICT**
(College District)

By: _____
James Buysse
Vice Chancellor, Administration &
Finance

Date: _____

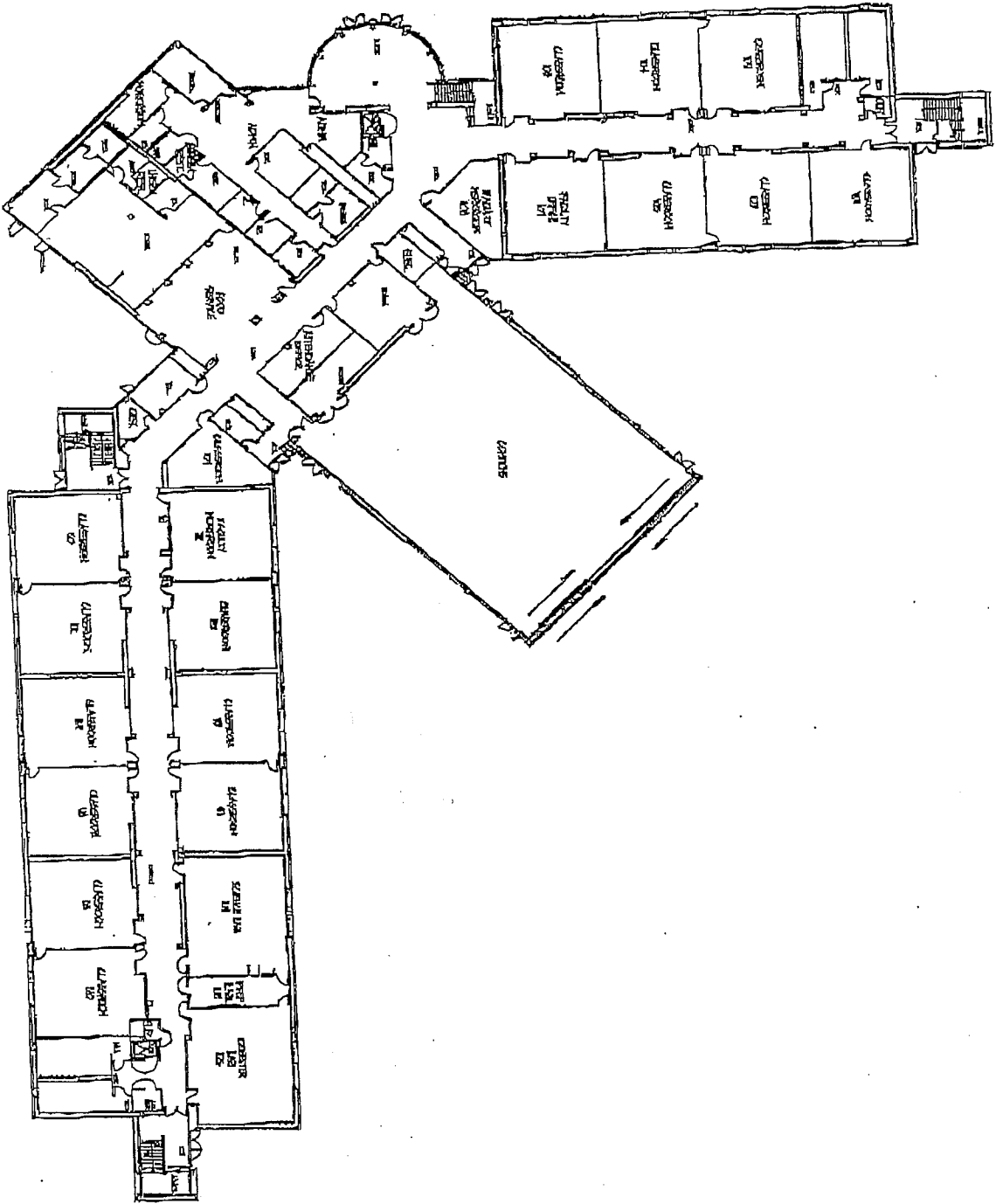
By: _____
Brenda Davis,
President, Norco Campus

Date: _____

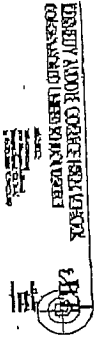
EXHIBIT "A"

MAP OF HIGH SCHOOL FACILITIES

KOONCE ADVICE CENTER HIGH SCHOOL
CERAMHOLLO (BAND) SPONSOR BUILDING
DATE: 8/29/06
DRAWN BY: [illegible]
CHECKED BY: [illegible]



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



SECOND FLOOR PLAN

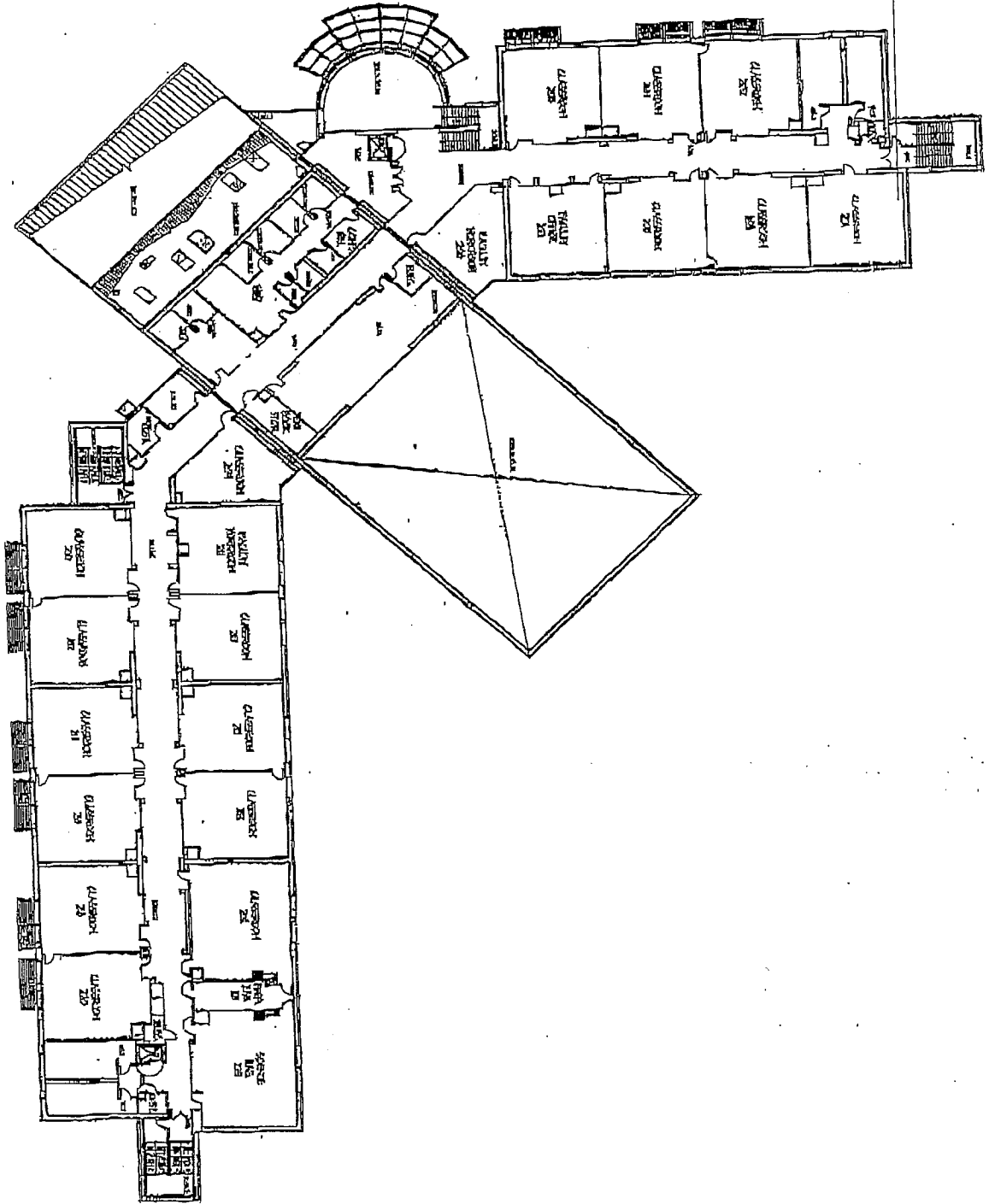


EXHIBIT "B"

**CRIMINAL RECORDS CHECK CERTIFICATION FORM
COLLEGE DISTRICT FINGERPRINTING REQUIREMENTS**

COLLEGE DISTRICT CERTIFICATION

With respect to the Agreement dated September 1, 2006 by and between Corona-Norco Unified School District ("School District") and the Riverside Community College District ("College District"), College District hereby certifies to School District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with School District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

College District's Representative

Date

COLLEGE DISTRICT EXEMPTION

Pursuant to Education Code section 45125.1, the Corona-Norco Unified School District ("School District") has determined that the Riverside Community College District ("College District") is exempt from the criminal background check certification requirements for the Agreement dated September 1, 2006 by and between the School District and College District ("Agreement") because:

The College District's employees will have limited contact with School District students during the term of the Agreement; or

Emergency or exceptional circumstances exist.

School District Official

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-f

Date: August 29, 2006

Subject: Revised Agreement with Corona -Norco Unified School District for Norco High School

Background: Presented for the Board's review and consideration is a revised agreement between Riverside Community College District and Corona - Norco Unified School District for facilities use at Norco High School by the Norco Campus, which was previously approved at the June 20, 2006 board meeting. The term of the agreement is August 30, 2006 to September 1, 2007. The cost to the district is being revised from no cost to the District to include one Norco High School staff member, at a cost of \$20.00 per hour, who will be available to assist faculty and provide access to classrooms. The staff member will be available one hour each day, Monday through Friday. Total cost is not to exceed \$4,600.00. Funding source: General Fund.

This agreement has been reviewed by Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor, Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the revised agreement, from August 30, 2006 to September 1, 2007, at a cost not to exceed \$4,600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Dawn Lindsay
Dean of Instruction



REVISED
AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
CORONA-NORCO UNIFIED SCHOOL DISTRICT
(NORCO HIGH SCHOOL)

WHEREAS, Riverside Community College District (RCCD) desires to use the facilities and premises of Corona-Norco Unified School District, specifically Norco High School, located at 2065 Temescal Avenue, Norco, CA for the purpose of holding college level educational classes; and

WHEREAS, Norco High School desires to cooperate with RCCD in the use of its facilities;

NOW THEREFORE, the parties agree as follows:

1. RCCD will be responsible for any damages sustained to the building or equipment up to \$10,000 occurring as a direct result of occupancy of the building by RCCD.
2. Norco High School will hold harmless and indemnify RCCD for any claims, lawsuits or liabilities of any type suffered by RCCD arising from Norco High School's acts or omissions in the performance of this contract. RCCD will hold harmless and indemnify Norco High School for any claims, lawsuits, or liabilities of any type suffered by the Contractor arising from RCCD's acts or omissions in the performance of this contract.
3. RCCD shall not make or permit other persons to make any alterations to premises without first obtaining the written consent of Norco High School.
4. Norco High School shall bear all costs of utilities for heat, light, and power. Norco High School shall provide all comforts conducive to an educational class, such as lighting, air conditioning, heat, and water.
5. RCCD will pay Norco High School the sum of \$100.00 per week (\$20.00 per hour) for one staff member to be available one hour each day, Monday thru Friday. This staff member will provide access to classrooms/restrooms and assist faculty members as needed.

6. Norco High School and RCCD will share the use of said facility for Fall, Winter, Spring and Summer sessions on mutually acceptable dates and times throughout the period August 30, 2006 to September 1, 2007. RCCD holidays are as follows:

<u>Holidays:</u>	Sept. 4, 2006	Nov. 10, 2006	Nov. 23-26, 2006
	Dec. 25, 2006	Jan. 1, 2007	Jan. 15, 2007
	Feb. 16-19, 2007	April 9-13, 2007	May 28, 2007
	July 4, 2007		

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

RIVERSIDE COMMUNITY
COLLEGE DISTRICT

CORONA-NORCO UNIFIED
SCHOOL DISTRICT
(NORCO HIGH SCHOOL)

By: _____

James L. Buysse

Title: Vice Chancellor Admin & Finance

Date: _____

By: _____

Title: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-g

Date: August 29, 2006

Subject: Agreement with Wendy Arnott

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Wendy Arnott to perform modeling services for the Art 40 classes at the Norco Campus. The term of the agreement is for May 17, 2006 to June 8, 2006, for an amount not to exceed \$1,125.00. Funding source: General Fund.

This agreement has been reviewed by Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement for the period of May 17, 2006 to July 8, 2006, for an amount not to exceed \$1,125.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Dawn Lindsay
Dean of Instruction



MODELING AGREEMENT
BETWEEN
WENDY ARNOTT
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 17th day of May, 2006, between Wendy Arnott, hereinafter referred to as "Model", and Riverside Community College District, hereinafter referred to as "The District".

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning May 17, 2006, and will continue in effect until June 8, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY MODEL

- 2.01 Model 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 Model, The District will pay Model at the rate of \$15.00 per hour for modeling sessions for ART 40-42795, held on the Norco campus. Total payments to Model are not to exceed \$1,125.00.

ARTICLE IV. OBLIGATIONS OF MODEL

- 4.01 Minimum Amount of Service. Model agrees to devote her best efforts to performance of services outlined in "Exhibit A" on behalf of The District.
- 4.02 Indemnification. Model and The District mutually agree to indemnify and hold each other free and harmless from any obligations, costs, claims, judgments, attorneys' fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement. Model also agrees to hold The District harmless for claims of libel and slander for any and all information provided at any point of the modeling sessions.
- 4.03 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without prior written consent of the other party.

- 4.04 Treatment of the District Information. Model shall regard all District data and information used in the work performed under this agreement as confidential.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Model and provide access to all documents and/or information reasonably necessary to the performance of the Model's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination upon Notice. Either party hereto may terminate this Agreement at any time upon 30-days written notice to the other.

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Riverside Community College District

Model

James L. Buysse
Vice Chancellor, Administration & Finance

Wendy Arnott

Date

Date

EXHIBIT A

Modeling Agreement with
Riverside Community College District

SCOPE OF WORK

With this Agreement, Model will perform services as detailed within this scope of work.

Provide modeling services for ART 40-42795, held on the Norco campus.

Model hereby agrees to provide modeling services for ART 40-42795, held on the Norco campus, beginning May 17, 2006 through June 8, 2006. Specific dates will be determined in consultation with Leslie Brown, Adjunct Art Instructor.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-h

Date: August 29, 2006

Subject: Amendment with Riverside County Regional Medical Center

Background: Presented for the Board's review and consideration is a proposed second amendment to the affiliation agreement between Riverside Community College District and Riverside County Regional Medical Center (RCRMC) in which RCRMC nursing instructor(s) will work with RCCD nursing faculty to provide instruction for students as part of a capacity building initiative for the nursing program. The term of this agreement will be from August 25, 2006 through December 15, 2008. Funding source: No cost to the District.

This second amendment has been reviewed by Ed Godwin, Director, Administrative Services, Sylvia Thomas, Associate Vice Chancellor, Instruction, and Virginia McKee-Leone, Interim Vice President, Academic Affairs.

Recommended Action: It is recommended that the Board of Trustees ratify the amendment from August 25, 2006 through December 15, 2008, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Sandra Baker
District Dean, School of Nursing

SECOND AMENDMENT TO
AFFILIATION AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
FOR STUDENT NURSE TRAINING

That certain Agreement between the Riverside County Regional Medical Center, on behalf of the County of Riverside, (COUNTY) and Riverside Community College District (SCHOOL) dated January 18, 2001, as first amended on January 15, 2004, be amended pursuant to the following:

Add new Sections 2.1.5, 2.16, 2.17, and 2.18 as follows:

“2.1.5 It is mutually agreed and understood that a designated member of COUNTY nursing staff, responsible as the supervising nurse instructor of SCHOOL nursing students at COUNTY, may receive a faculty appointment to SCHOOL in conjunction with the terms and conditions of this Agreement.”

“2.1.6 It is mutually agreed and understood that the SCHOOL has the primary right to:

“A. control and direct the instructional activities of the faculty-appointed instructor.

“B. provide direct supervision of SCHOOL Nursing courses.”

“2.1.7 It is mutually agreed and understood that the enrollment period for students, student fees, class hours, course objectives and student learning outcomes, attendance procedures, supervision and evaluation of students, withdrawal of students prior to completion of course or nurse training program (Program) is in accordance with SCHOOL procedures.”

“2.1.8 It is mutually agreed and understood that the SCHOOL will:

“A. ensure that the faculty-appointed instructor(s) filling the position(s) meet the minimum qualifications for instruction in nursing.

“B. provide such instructor(s) with faculty orientation, instructors’ manuals, course outlines of record, curriculum materials, testing and grading procedures, and any other materials and services relevant to the instruction and Program.

“C. ensure that enrollment in the Program is open to person(s) who have been admitted to the SCHOOL college and have met applicable prerequisites and program requirements.”

Page 1 of 2

All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment, effective upon the date of signature below.

RIVERSIDE COUNTY

RIVERSIDE COMMUNITY
COLLEGE DISTRICT

By: _____
Douglas D. Bagley
Hospital Director

By: _____
James Buysse
Vice Chancellor
Administration & Finance

Dated: _____

Dated: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-i

Date: August 29, 2006

Subject: Agreement with Omnimusic

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Omnimusic. This is an annual renewal of an existing license agreement, that grants rights to use Omnimusic on CDs plus new releases for broadcast productions and presentations. This agreement includes Moreno Valley, Norco and Riverside Instructional Media Center (IMC) locations. The term of the agreement is July 1, 2006 through June 30, 2007, and includes a fee of \$1,600.00. Funding source: General Fund.

The service provider in this agreement does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, the provider is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for the period of July 1, 2006 through June 30, 2007, for an amount not to exceed \$1,600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Cecilia Wong
Executive Dean, Technology and Learning Resources

Omnimusic Blanket License COVER SHEET

This cover sheet and the accompanying Omnimusic Blanket License Agreement shall constitute the entire agreement between the parties hereto.

Date of Agreement: June 14, 2006

Licensee Name: Riverside Community College District Client Code: 3885

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

Contact: Henry Bravo
Phone: 915-222-8513 Fax:

Term: One year, from July 1, 2006 to June 30, 2007

Total Agreement Price: \$1,600

Payment Terms: One payment of \$1,600

Materials Covered by this License: All Omni CDs plus all new releases

Rights Granted: Educational (Includes Broadcast and Non-Broadcast)

Special Conditions: None

By our signatures below we indicate that we have read and agree to be bound by the conditions and limitations set forth in this document and the accompanying Blanket License Agreement.

for Omnimusic

for Riverside Community College District

date

date

OMNIMUSIC

Blanket License Agreement

This agreement is made between Franklin-Douglas Inc., a New York corporation doing business under the name "Omnimusic" of 52 Main Street, Port Washington, NY 11050 ("us"), and the licensee named on the front cover page of this agreement ("you").

1. General Description of Rights Granted:

Under this agreement and subject to its limitations and exclusions, you are entitled to use selections from libraries owned or distributed by us as background music in various types of audio-visual media productions. The rights conveyed by this agreement exist in perpetuity for productions made during the term hereof.

2. Music Use

Our copyrighted music may be used in all types of media productions, including productions available on the Internet or manufactured on DVD or CD-ROM, but specifically excluding national television network (ABC, CBS, or NBC) commercials, cable or terrestrial television network series, and entertainment programs distributed in commercial movie theaters. Our music must not constitute the primary value of any production, or be used in any pornographic" productions.

Please note that "Broadcast rights" authorize you and your clients to display productions with our music on radio, television and cable stations and networks, but do not include rights of broadcast public performance, which are administered by ASCAP and BMI. Productions using our music may be distributed throughout the world.

3. Copies

Unless otherwise noted on the cover page of this agreement, this license permits the duplication and distribution of up to 1,000 copies of any non-retail production, or up to 100 copies for retail sale. If additional copies will be made or offered for sale, an additional licensing fee will apply. Please call us for more information.

Copying the libraries for use by others is prohibited. (Single copies of selections from the libraries can be made for audition purposes; however, you are legally responsible for any unauthorized use of these copies.)

If you have more than one location or facility where production takes place, we will issue a license to cover the additional locations and provide additional sets of discs. You may not make copies of discs (or selections) to use at other locations.

4. Production Facility Location

Unless noted under "Special Conditions", the location where the library discs are maintained or files are downloaded must be the address on the front page of this agreement.

Productions using our music may be distributed throughout the world. Unless specifically noted under "Special Conditions" on the cover page of this agreement, production work must take place in the United States its possessions, or in Canada.

5. Notice of Use

Omni composers are paid royalties based on your reported use of their music. We request that you tell us of your music usage so that we can distribute royalties based on what is reported. Your reports help us plan new releases and track popularity of certain types of music. You can report usage by phone, fax or e-mail, or on regular printed license applications. There is no penalty for not reporting.

6. Limited Non-Broadcast Performing Rights License

This agreement conveys to you a limited right to publicly perform our music in the United States as part of your productions in non-broadcast, non-cablecast and non-theatrical situations, including phone programs, trade shows, internet productions and in-house corporate performances.

7. Ownership of Materials

The compact discs which are provided to you under this agreement, or files which you may download from our server, remain our property, and must be returned to us or destroyed by you at the end of this agreement or any extensions of this agreement. You are legally responsible for the unauthorized use of any discs or files provided to you after the expiration of this agreement.

8. Guarantee

You may cancel this agreement at any time for any reason without penalty. If you are not satisfied with any aspect of your relationship with Omnimusic, please notify us. If we are unable to resolve the problem to your satisfaction, we will refund the unused portion of your blanket agreement payment upon our receipt of any discs or materials sent to you. If there are any legal problems arising out of this agreement, they will be adjudicated in the State of New York.

9. Indemnity

We have agreements with our composers which allow us to grant the rights which are conveyed by this agreement. The compositions and recordings which comprise the libraries (except for public domain works) are our exclusive property. In the unlikely event that a claim for copyright infringement is made against you by virtue of your use of our music, you must notify us immediately. We will dispose of the claim in the manner we think best, holding you harmless from any judgment.

10. Trademark

The names Omnimusic, CDM Music, Omni Blue Dot, Omni-FX, Flash•Point and Omnitrak are registered with the Patent and Trademark offices in the United States. Please do not use these names in your advertising or promotion without our written approval.

11. Other Conditions

The conveyance of the rights in this agreement is predicated on timely payment of the blanket license fee. If you fail to pay us as required, we may take action for copyright infringement under the United States Copyright Law. The term of this agreement is specified on the cover page, and may be renewed by mutual consent. Any rights not specifically granted to you under this agreement are reserved by us.

12. Entire Agreement

This document and the attached cover sheet constitute the entire understanding between us. There are no other understandings or agreements, either express or implied, oral or written, which abrogate or modify any of the terms or conditions contained in this agreement.

for Omnimusic

for Licensee

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-j

Date: August 29, 2006

Subject: Agreement with Luxfer Gas Cylinders

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and the Luxfer Gas Cylinders. The District will provide training topics including, but not limited to harassment prevention training, industrial maintenance and supervisory skills training. The term of the agreement is July 3, 2006 through June 30, 2007, specific dates to be determined as necessary, up to a maximum of 80 hours. Contract amount, payable to the District for services rendered, not to exceed \$20,000.00 for the fiscal year. 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, for the term of July 3, 2006 through June 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: John Tillquist
Dean, Business, CIS, Economic Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES AGREEMENT

This agreement is entered into this 12th day of June, 2006 between Riverside Community College District, hereinafter referred to as "District," and Luxfer Gas Cylinders 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 July 3, 2006 through June 30, 2007.
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

Dr. James Buysse
Vice Chancellor, Administration & Finance

Kathy MacDougall,
Corporate Human Resources Director

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 22nd day of May, 2006, between the Riverside Community College District and Luxfer Gas Cylinders, hereinafter 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: Various training topics including, but not limited to Harassment Prevention Training, Industrial Maintenance and Supervisory Skills Training.

Training Schedule: Between July 3, 2006 and June 30, 2007, specific dates to be determined as necessary, up to a maximum of 80 hours.

Fee: Contract amount not to exceed \$20,000 for the fiscal year

Terms: RCCD will invoice Luxfer as each training occurs throughout the year

District initials

Date

Contractor initials

Date

Bill to:
Luxfer Gas Cylinders
3016 Kansas Avenue
Riverside, CA 92507

Attn: Kathy MacDougall

Send payment to:
Accounts Receivable
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-k

Date: August 29, 2006

Subject: Agreement with City of Moreno Valley, Department of Parks and Recreation

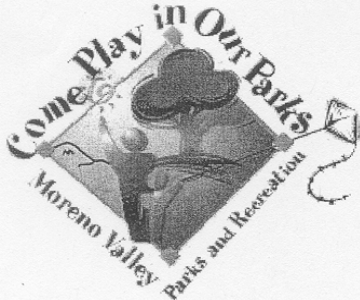
Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and the City of Moreno Valley, Department of Parks and Recreation for facility use. The Economic Development Department/Procurement Assistance Center (PAC) will host the Veterans Economic & Business Development Summit at the Moreno Valley Conference and Recreation Center facility. The term of the agreement is for a one time use of the Grand Valley Ballroom on October 24, 2006 from 8:00 am to 3:00 pm., and includes a room and equipment rental fee of \$2,784.50. Funding source: Procurement Assistance Center Funds.

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, for October 24, 2006, for \$2,784.50, 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



Rental Contract / Grand Valley Ballroom
 Moreno Valley Conference & Recreation Center
 Grand Valley Ball Room
 14075 Frederick Street
 Moreno Valley, CA 92553
 Banquet Coordinator: Dave Flowers (951) 413-3280
 User: davef
 Printed: 09-Aug-06, 10:15 AM

Contract #: 8023
 Date: 20-Apr-06

User: davef
 Status: Firm

City of Moreno Valley, Department of Parks and Recreation, 14075 Frederick, Moreno Valley, CA 92553 hereby grants RCC Corporate Connection hereinafter called the "Licensee" represented by Edward Whatley, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

- i) Purpose of Use: Conf & Rec Ctr. Reception
 Veterans Economic & Business Summit
- ii) Conditions of Use: Have this permit available on-site. For emergencies, call 911. For facility issues, call the Park Ranger at 341-0324.

iii) Date and Times of Use: # of Bookings: 3 Starting: Tue Oct 24, 06 07:00 AM Expected: 200
 Ending: Tue Oct 24, 06 03:00 PM

Facility/Equipment	Day	Start Date	Start Time	End Date	End Time	Fee	XFee	Tax	Total
Conference & Recreation Center - Grand Valley Ballroom Small Patio	Tue	24-Oct-06	07:00 AM	24-Oct-06	08:00 AM	\$150.00	\$0.00	\$0.00	\$150.00
Conference & Recreation Center - Alessandro A & B	Tue	24-Oct-06	07:00 AM	24-Oct-06	03:00 PM	\$240.00	\$75.00	\$0.00	\$315.00
Conference & Recreation Center - Grand Valley Ballroom Small Patio	Tue	24-Oct-06	08:00 AM	24-Oct-06	03:00 PM	1,050.00	\$519.50	\$0.00	\$1,569.50

iv) Additional Fees

Extra Fee - Bookings	Hours	Quantity	Charge	Tax	Total
Conf & Rec Cleaning	7:00	1	\$200.00	\$0.00	\$200.00
Conf & Rec Cleaning Alessandro	8:00	1	\$50.00	\$0.00	\$50.00
Conf & Rec Linen Rental	7:00	51	\$229.50	\$0.00	\$229.50
Conf & Rec Microphone (cordless)	7:00	1	\$20.00	\$0.00	\$20.00
Conf & Rec Set-Up/Decorating Time	15:00	3	\$75.00	\$0.00	\$75.00
Conf & Rec TV/VCR/DVD	7:00	1	\$20.00	\$0.00	\$20.00
	51:00	58	\$594.50	\$0.00	\$594.50

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$1,440.00	\$594.50	\$0.00	\$2,034.50	\$750.00	\$750.00	\$2,034.50	\$2,034.50

Balance of rental due and payable immediately

Damage deposit Payable By: 01-Mar-06

Payment Type	Reference	Amount	Date	Receipt Number
Check	Deposit	\$750.00	20-Apr-06	159676

Cancellation of Grand Valley Ballroom Permit by Applicant:

Cancellations for the Grand Valley Ballroom shall adhere to the following:

- * Reservations cancelled shall not receive a refund of any of the deposit .
- * Reservations cancelled five (5) to thirty one (32) days prior to the scheduled date of event shall not receive a refund of the deposit and shall be charged for 50% of the rental contract.
- * Reservation cancelled less than five (5) working days from the scheduled date of event receive no refund of the deposit and no refund of the rental contract.



STATEMENT OF APPLICANT
WAIVER AND HOLD HARMLESS

The undersigned hereby covenants and agrees to hold the City of Moreno Valley Parks and Recreation Department and all those related to the City of Moreno Valley, California ("the City"), and the officers, agents and employees thereof, free and harmless from any and all loss, damages, liability, and expenses which may arise in whole or in part out of the use of the City of Moreno Valley property. The applicant agrees to furnish such liability or insurance for the protection of the public and the City of Moreno Valley as the City of Moreno Valley may require.

I, the undersigned hereby certify that I will be personally responsible on behalf of the applicant for payment of all charges assessed for use of the specified premises and for any damages sustained by the area used, its equipment, building, or grounds occurring through the occupancy or use of said building and/or grounds by the applicant.

I hereby certify that I have read and understand the regulations, conditions, and terms of facility use and that I, and the applicant whom I represent, will abide by them and will conform to all applicable provisions of the constitution and laws of California and to all other directives of the City of Moreno Valley and its authorized agents which may be communicated to the applicant.

The undersigned hereby waives any and all rights, if any, which the undersigned may possess to recover from the City any compensation, reimbursement or other award under the Workers Compensation laws of the State of California.

NOTE: The person signing this application and the statements above must be a member of the sponsoring organization. If the person signing is not an officer of the organization for whom the application is made, he must present written authorization from the applicant group to sign the foregoing application.

SIGNATURE: _____

PRINTED NAME: _____

DATE SIGNED: _____

This statement of Applicant Waiver and Hold Harmless applies to time period:

10-21-06
DATE

To: 10-21-06
DATE

Paul Hansen
Staff person approval

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written above.

DISTRICT

CONTRACTOR

Dr. James Buysse
Vice Chancellor, Administration & Finance

David Flowers
Banquet Coordinator

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-1

Date: August 29, 2006

Subject: Agreement with Matthew Mortimer

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Matthew Mortimer, to develop and align curriculum for students who are enrolled in the Gateway to College Early College High School's Project by Design Tech Prep Demonstration Program (TPDP). The hourly rate for curriculum development is \$50.00. It is estimated that during the 2006-2007 school year, approximately 100 hours will be spent on curriculum development. Total expenses are not to exceed \$7,500.00. Funding source: United States Department of Education.

The service provider in this agreement does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, the provider is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from September 1, 2006 through June 30, 2007, for an amount not to exceed \$7,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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

SERVICE AGREEMENT
BETWEEN
MATTHEW MORTIMER
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 1ST DAY OF September 2006, between Matthew Mortimer, hereinafter referred to as the “SERVICE PROVIDER,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The COLLEGE.”

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning September 1st 2006, and will continue in effect until June 30, 2007.

ARTICLE II. SERVICES TO BE PERFORMED

- 2.01 Service Provider 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 Service Provider, The School shall pay a total not to exceed \$7,500.

ARTICLE IV. OBLIGATIONS OF SERVICE PROVIDER

- 4.01 Minimum Amount of Service. Service Provider agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The School.
- 4.02 Indemnification. Service Provider and The COLLEGE mutually agree to indemnify and hold each other free and harmless from any obligations, costs claims, judgments, attorneys’ fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement. The COLLEGE also agrees to hold Service Provider harmless for claims of liable and slander for information contained in the formal report to The COLLEGE.
- 4.03 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
- 4.04 Treatment of The COLLEGE Information. Service Provider shall regard all COLLEGE data and information used in the work performed under this agreement as confidential.

ARTICLE V. OBLIGATIONS OF THE COLLEGE

- 5.01 Cooperation of The COLLEGE. The COLLEGE agrees to comply with all reasonable requests of the Service Provider and provide access to all documents and/or information reasonably necessary to the performance of Service Provider's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination Upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Vendor Status. The vendor in this contract is a service provider 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.
- 7.03 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Riverside Community College District Service Provider

James Buysse
Vice-Chancellor, Administration and Finance

Matthew Mortimer

Date

Date

EXHIBIT A

Service Provider Agreement with
Riverside Community College District and Matthew Mortimer

SCOPE OF WORK

With this Agreement, Service Provider will perform services and produce deliverables as detailed within this scope of work.

Develop and Align Curriculum for Project by Design Tech Prep Demonstration Program (TPDP)

Service Provider hereby agrees to develop and align curriculum for students who are enrolled in the Gateway to College Early College High School's Project by Design Tech Prep Demonstration Program (TPDP). Students enrolled in the TPDP plan to enter one of the College's Automotive Technologies Corporate Programs. The College was awarded a total of \$777,025 by the U.S. Department of Education to implement Project by Design TPDP for the five-year period, 2005 – 2010. It is estimated that during the 2006 – 2007 school year, approximately 100 hours will be spent on developing curriculum to enhance and expand curricular and school-to-career learning experiences that promote interest and readiness of Gateway to College students who plan to enter the Automotive Technologies Corporate Programs. The hourly rate for curriculum development is \$50.00. Thus, the stipend for the period September 1st, 2006 through June 30, 2007 will not exceed \$7,500.

Deliverables

The following will be delivered to Riverside Community College District as a result of the provision of services described within this scope of work.

- Enhanced and expanded readings, activities and projects offered in the Gateway to College Early College High School reading, math, and English and guidance courses that include school-to-career learning experiences promoting interest and readiness for the College's Automotive Technologies Corporate Programs.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-m

Date: August 29, 2006

Subject: Agreements for Foster and Kinship Care Education Program Workshops

Background: Attached for the Board's review and consideration are agreements between Riverside Community College District and Dan Crain, Diana Esparza, Katherine (Kiki) Knight, Michelle Runnels, Teresa Samano, and Victoria Stephen to provide workshops to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas. The terms of the agreements are for August 30, 2006 through June 30, 2007. The workshops are to fulfill the requirements of the Foster and Kinship Care Education Program. Total expenses are not to exceed \$3,000.00, \$750.00, \$1,500.00, \$1,500.00, \$1,200.00, and \$3,000.00, respectively. Funding source: California Community College Chancellor's Office Grant.

The workshop facilitators in these agreements 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 facilitators are not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. These agreements have been reviewed by Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreements, for the period August 30, 2006 through June 30, 2007, for amounts not to exceed \$3,000.00, \$750.00, \$1,500.00, \$1,500.00, \$1,200.00, and \$3,000.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella
Chancellor

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

WORKSHOP FACILITATOR AGREEMENT
BETWEEN

DAN CRAIN
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 30th day of August, 2006, between Dan Crain, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning August 30th, 2006, and will continue in effect until June 30, 2007.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator agrees to perform the services specified in the “Scope of Services” attached to this Agreement as “Exhibit A” and incorporated by reference herein.

ARTICLE III. COMPENSATION

- 3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct twenty (20) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$3000.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for property damage,

bodily injury, or death (Facilitator's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold the District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.
- 4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national

origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.03 Independent Contractor. Facilitator, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of the District.

Riverside Community College District

Facilitator

James L. Buysse
Vice Chancellor, Administration & Finance

Dan Crain

Date

Date

EXHIBIT A

Facilitator Agreement between
Dan Crain
and
Riverside Community College District

SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide twenty (20) 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas on beginning August 30, 2006 through June 30, 2007. The workshop will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

The following will be delivered to Foster and Kinship Care Education participants as a result of the provision of services described within this scope of work.

- Conduct twenty, 3-hour workshops during the year, as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$3000.00, for the delivery of twenty (20) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

WORKSHOP FACILITATOR AGREEMENT
BETWEEN

DIANA ESPARZA
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 30th day of August 2006, between Diana Esparza, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning August 30th, 2006, and will continue in effect until June 30, 2007.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator agrees to perform the services specified in the “Scope of Services” attached to this Agreement as “Exhibit A” and incorporated by reference herein.

ARTICLE III. COMPENSATION

- 3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator a flat rate of \$75.00 per workshop to assist in the preparation and cleanup of each meeting to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will assist with the delivery of ten (10) workshops for the year. Total payments to the Facilitator are not to exceed \$750.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.02 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for property damage,

bodily injury, or death (Facilitator's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold the District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.06 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.
- 4.07 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national

origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.04 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.05 Independent Contractor. Facilitator, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of the District.

Riverside Community College District

Facilitator

James L. Buysse
Vice Chancellor, Administration & Finance

Diana Esparza

Date

Date

EXHIBIT A

Facilitator Agreement between
Diana Esparza
and
Riverside Community College District

SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to assist with the purchase of refreshments, set-up, and cleanup of each meeting. Additionally, they will be responsible for ensuring that each participant is registered, has signed the attendance roster, and distribute and collect the program evaluations. The agreement covers those workshops beginning August 30th, 2006 through June 30, 2007. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

The following will be delivered to Foster and Kinship Care Education participants as a result of the provision of services described within this scope of work.

- Assist with the preparation, set-up, and cleanup of workshops as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$750.00, for assisting with workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the flat rate of \$75.00.

WORKSHOP FACILITATOR AGREEMENT
BETWEEN

KATHERINE (KIKI) KNIGHT
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 30th day of August, 2006, between Katherine (Kiki) Knight, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning August 30th, 2006, and will continue in effect until June 30, 2007.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator agrees to perform the services specified in the “Scope of Services” attached to this Agreement as “Exhibit A” and incorporated by reference herein.

ARTICLE III. COMPENSATION

- 3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct ten (10) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$1500.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.03 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for property damage,

bodily injury, or death (Facilitator's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold the District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.08 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.
- 4.09 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national

origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.06 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.07 Independent Contractor. Facilitator, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of the District.

Riverside Community College District

Facilitator

James L. Buysse
Vice Chancellor, Administration & Finance

Katherine (Kiki) Knight

Date

Date

EXHIBIT A

Facilitator Agreement between
Katherine (Kiki) Knight
and
Riverside Community College District

SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide ten (10) 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas on beginning August 30, 2006 through June 30, 2007. The workshop will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

The following will be delivered to Foster and Kinship Care Education participants as a result of the provision of services described within this scope of work.

- Conduct ten, 3-hour workshops during the year, as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$1500.00, for the delivery of ten (10) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

WORKSHOP FACILITATOR AGREEMENT
BETWEEN

MICHELLE RUNNELS
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 30th day of August, 2006, between Michelle Runnels, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning August 30th, 2006, and will continue in effect until June 30, 2007.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator agrees to perform the services specified in the “Scope of Services” attached to this Agreement as “Exhibit A” and incorporated by reference herein.

ARTICLE III. COMPENSATION

- 3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct ten (10) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$1500.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.04 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for property damage,

bodily injury, or death (Facilitator's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold the District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.10 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.
- 4.11 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national

origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.08 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.09 Independent Contractor. Facilitator, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of the District.

Riverside Community College District

Facilitator

James L. Buysse
Vice Chancellor, Administration & Finance

Michelle Runnels

Date

Date

EXHIBIT A

Facilitator Agreement between
Michelle Runnels
and
Riverside Community College District

SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide ten (10) 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas on beginning August 30, 2006 through June 30, 2007. The workshop will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

The following will be delivered to Foster and Kinship Care Education participants as a result of the provision of services described within this scope of work.

- Conduct ten, 3-hour workshops during the year, as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$1500.00, for the delivery of ten (10) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

WORKSHOP FACILITATOR AGREEMENT
BETWEEN

TERESA SAMANO
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 30th day of August, 2006, between Teresa Samano, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning August 30th, 2006, and will continue in effect until June 30, 2007.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator agrees to perform the services specified in the “Scope of Services” attached to this Agreement as “Exhibit A” and incorporated by reference herein.

ARTICLE III. COMPENSATION

- 3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct eight (8) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$1200.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.05 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for property damage,

bodily injury, or death (Facilitator's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold the District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.12 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.
- 4.13 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national

origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.11 Independent Contractor. Facilitator, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of the District.

Riverside Community College District

Facilitator

James L. Buysse
Vice Chancellor, Administration & Finance

Teresa Samano

Date

Date

EXHIBIT A

Facilitator Agreement between
Teresa Samano
and
Riverside Community College District

SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide eight (8) 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas on beginning August 30, 2006 through June 30, 2007. The workshop will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

The following will be delivered to Foster and Kinship Care Education participants as a result of the provision of services described within this scope of work.

- Conduct eight, 3-hour workshops during the year, as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$1200.00, for the delivery of eight (8) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

WORKSHOP FACILITATOR AGREEMENT
BETWEEN

VICTORIA STEPHEN
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 30th day of August, 2006, between Victoria Stephen, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning August 30th, 2006, and will continue in effect until June 30, 2007.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator agrees to perform the services specified in the “Scope of Services” attached to this Agreement as “Exhibit A” and incorporated by reference herein.

ARTICLE III. COMPENSATION

- 3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct twenty (20) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$3000.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.06 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for property damage,

bodily injury, or death (Facilitator's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold the District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.14 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.
- 4.15 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national

origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.12 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.13 Independent Contractor. Facilitator, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of the District.

Riverside Community College District

Facilitator

James L. Buysse
Vice Chancellor, Administration & Finance

Victoria Stephen

Date

Date

EXHIBIT A

Facilitator Agreement between
Victoria Stephen
and
Riverside Community College District

SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide twenty (20) 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas on beginning August 30, 2006 through June 30, 2007. The workshop will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

The following will be delivered to Foster and Kinship Care Education participants as a result of the provision of services described within this scope of work.

- Conduct twenty, 3-hour workshops during the year, as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$3000.00, for the delivery of twenty (20) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-n

Date: August 29, 2006

Subject: Agreement with The Community College Foundation

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District, and The Community College Foundation for the Independent Living Program (ILP) – Statewide, offering educational training to current and emancipation ILP-eligible foster and probation youth, between the ages of sixteen and twenty-one, as well as foster parents, kinship care providers, group home staff, foster family agency staff, social workers, and other adults, with the majority of training for youth. The District will be paid a maximum of \$10,200.00 for providing these services. The term for this agreement is July 1, 2006 through June 30, 2007. Funding source: The Community College Foundation.

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, for the period of July 1, 2006 through June 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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

AGREEMENT OF
THE COMMUNITY COLLEGE FOUNDATION
STATEWIDE INDEPENDENT LIVING PROGRAM
July 1, 2006 through June 30, 2007

This Agreement is entered into between The Community College Foundation (TCCF) and Subcontractor named below for the Independent Living Program – Statewide (ILP-DS).

College Name Riverside Community College District (Subcontractor)

Term of Agreement July 1, 2006 through June 30, 2007

Maximum Amount \$10,200.00 Agreement No.: 457-112

The parties agree to comply with the terms and conditions of the following Sections and Exhibits which are by this reference made a part of the Agreement:

Section I – Scope of Work	Exhibit A – Training Plan
Section II – Fiscal Responsibilities	Exhibit B – Budget
Section III – General Provisions	Exhibit C – Confidentiality Agreement
	Exhibit D – Expenditure Report

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

THE COMMUNITY COLLEGE
FOUNDATION CONTRACTOR

David Springett, President

SUBCONTRACTOR
(Authorized Signature)

James Buysse, Vice Chancellor
Administration and Finance
(Printed Name and Title)

Riverside Community College District
(College)

4800 Magnolia Ave.
(Address)

Riverside, CA 92506-1293
(City/Zip)

(Telephone Number)

(Date)

SECTION I—SCOPE OF WORK

This is a subcontract agreement, under the terms of a prime contract between The Community College Foundation (TCCF) and the California Department of Social Services (CDSS). All representations and warranties shall insure the benefits of CDSS.

TCCF, as the Contractor, agrees to provide to CDSS statewide educational training on life skills and college and career preparation to current and emancipated foster and probation youth aged 16 to 21 years, for improved successful transition of youth to adulthood. In addition, all adult care providers, including but not limited to, foster parents, kinship caregivers, group home staff, foster family agencies, and other adults who provide services to current and emancipated foster youth, shall also have the opportunity to receive this educational training in conjunction with the youth. Services will be implemented on a statewide as well as regional and local basis.

ARTICLE 1 – RESPONSIBILITIES OF THE SUBCONTRACTOR

- 1) The Subcontractor shall offer Independent Living Program (ILP) educational training to current and emancipated ILP-eligible foster and probation youth, ages sixteen (16) to twenty-one (21) years of age, as well as foster parents, kinship care providers, group home staff, foster family agency staff, social workers, and other adults, with the majority of training for youth. All ILP youth and adult training will be designed to help foster youth successfully emancipate from the child welfare system.
- 2) The Subcontractor shall offer Independent Living educational training free of charge to all participants.
- 3) Work with, as appropriate, the local County Welfare Directors (CWD), adult caregivers, college ILP Advisory Board, California Youth Connection (CYC), Employment Development Department (EDD)/Workforce Information Act (WIA)/Workforce Investment Board (WIB) administration and other agencies that work with current and emancipated foster and probation youth, and community members to further the educational and employment training of foster, probation, and emancipated youth.
- 4) .Complete an annual Training Plan for each Fiscal Year from 2005-2007. The Training Plan will include TCCF's 10 Outcome Deliverables, 10 hours of experiential workshops, curricula and other materials to be used, and a description of the college's role in local WIA/certification/collaboration activities as it relates to job readiness and maintenance, education and career preparation for current and emancipated foster and probation youth, ages of 16 to 21. Experiential workshops are defined as activities which require youth to be actively participating. Some examples may include: completing job applications, job city, applying for financial aid, cooking, going to a grocery store, going out to dinner, etc.
- 5) Provide a minimum of thirty (30) hours per year of life skills to include job readiness and maintenance, college and career preparation, and alternative secondary education options to current and emancipated foster and probation youth ages 16 through 21. Training for adult care providers – including foster parents, kinship caregivers, group home staff, foster family agencies, resource families, and other significant adults – will focus on transition preparation that promotes a youth's more successful transition to adulthood. Adult training hours cannot exceed youth training hours.

- 6) Provide an array of competency/experiential/skill-based educational training materials, at no charge to the participants, which include Internet-based and technology curricula in addition to other cost-effective materials. Examples of specific curricula include: *This Is My Life; Thinking it Through; Going Out and Living Successfully (GOALS); Providing Understanding, Support and Help for Youth (PUSH); Pass It On: Helping Staff to Share Knowledge and Skills with Youth; Pathways to Transition; Taking Charge; High School Financial Planning Program*. Other areas of training should include: the Ansell/Casey Life Skills Assessment, registration for WorkSource/OneStop Centers, completing job applications online, resource seeking through the Internet, financial literacy, and other relevant topics including the WIA 10 Core Elements.
- 7) Administer TCCF's *10 Outcome Deliverables*, which includes the Ansell/Casey Life Skills Assessment, to eligible foster and probation youth participating in ILP. Documentation and results will be reported to TCCF quarterly.
- 8) Set up a plan to sunset ILP Advisory Boards into a local collaboration of WIA/WIB/ILP advisory boards, if that is most beneficial to the local community's collaborative efforts, and hold at least four (4) meetings during the year to review, assess needs, prepare a yearly plan, implement, modify and help evaluate the plan and process, including responding to WIA proposals. Advisory Boards will be comprised of, but not limited to, current and/or emancipated foster and probation youth, foster parents, relative care providers, representatives from group home/foster family agencies, county departments of social services, county juvenile probation offices, county welfare director, chief probation officer, Foster Youth Services programs, EDD, local mental health director, public health nurses, local rehabilitation department representative, kinship care associations, California Ombudsman's Office, CYC and its adult supporters, local school districts, alternative secondary school agencies, occupational and skill centers, vocational and trade schools, apprenticeship programs, Job Corps, local housing authority, private business partners, WorkSource/OneStop representatives, Family Development/Resource Centers, county ILP Coordinators, and other community agencies serving foster youth. A roster of all members, including contact information for each respective member, will be given to TCCF quarterly. Agendas of scheduled ILP Advisory Board meetings and meeting minutes shall be mailed to TCCF quarterly and to the CDSS upon request.
- 9) Provide quarterly and annual reports to TCCF based on ILP data. The reports will include information on the number of ILP classes provided, total number of hours of ILP education, total number of youth and adult participants, and results of TCCF's *10 Outcome Deliverables* with the Ansell/Casey Life Skills Assessment.
- 10) Host at least one (1) Emancipation Youth Roundtable per year using TCCF's youth focused guidelines. Submit summary data to TCCF no later than with the final quarterly report.
- 11) Provide technology activities such as teaching computer skills and locating Internet sites that promote self-sufficiency of foster youth. Collaborate with other TCCF programs to link foster youth with technology training and resources. In addition, current and emancipated foster and probation youth and their care providers will be made aware of other community college resources and services that are available.
- 12) Provide training and educational services on the college campus to current and emancipated foster and probation youth at least four (4) times during the fiscal year. These services shall include, but not be limited to, Financial Aid and Scholarships, Extended Opportunity Programs and Services (EOPS),

Regional Occupation Program (ROP), Certificate/Vocational Programs, Job Placement, Career Exploration, and computer labs.

- 13) A minimum of one staff member from each Subcontractor ILP is required to participate in the annual ILP Training for Trainers Conference.
- 14) Prepare quarterly narrative reports, survey reports as requested and fiscal reports that reflect the actual funds expended by the college ILP.

SECTION II—FISCAL RESPONSIBILITIES

- 1) The total amount payable under this Agreement shall not exceed the sum of \$10,200.00 for the period of July 1, 2006 through June 30, 2007. Subcontractor shall submit a budget using the attached “Budget” form, Exhibit B.
- 2) The Subcontractor may make changes in any individual line item in the budget, provided such changes in the aggregate as to any line item shall not exceed 10% of that budget category. Additional budget changes are allowable only with prior written approval of TCCF Statewide ILP Program Manager. The Foundation reserves the right to review service levels and billing procedures as these impact charges against this Agreement.
- 3) For work performed in accordance with this Agreement, Subcontractor shall submit quarterly fiscal reports using the “Expenditure Report” form (sample attached as Exhibit C) sent to you on a quarterly basis using the following schedule:

<u>Fiscal Period:</u>	<u>Reports Due No Later Than:</u>
July 1, 2006 through September 30, 2006	October 15, 2006
October 1, 2006 through December 31, 2006	January 15, 2007
January 1, 2007 through March 31, 2007	April 15, 2007
April 1, 2007 through June 30, 2007	July 15, 2007

- 4) Payment to the Subcontractor will be based upon the Subcontractor program narrative reports submitted quarterly as required in Scope of Work Article I, item 15) and the Subcontractor Expenditure Reports received by TCCF as required in SECTION II, item 3) stated above. The Subcontractor Expenditure Reports will be in keeping with the program plan as indicated in the Subcontractor Training Plan, Exhibit A. No single payment will exceed seventy-five percent (75%) of the Subcontractor total budget for that fiscal period without written permission of Statewide ILP Program Manager.
- 5) TCCF reserves the right to withhold funding from any Subcontractor whose performance does not comply with the terms of this Agreement

SECTION III — GENERAL PROVISIONS

- 1) The contracting parties agree to be subject to the examination and audit of the Auditor General for a period of five (5) years after final payment under this Agreement.
- 2) The Subcontractor shall maintain necessary program records documenting services, and fiscal records showing expenditures made under the Agreement. Records shall be maintained for at least five (5)

years from the end of the fiscal year during which this Agreement is terminated or until all state and federal audits are complete for the fiscal year during which this Agreement is terminated, whichever is later. The Subcontractor shall make these records available to the State or TCCF upon request

- 3) All reports shall become the property of TCCF.
- 4) The Subcontractor agrees to obtain a financial program compliance and internal control structure audit of its organization in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. The Subcontractor agrees to send a copy of the completed audit report to TCCF.
- 5) It being understood that the funding source herein is a federal appropriation, and it being further understood that the Subcontractor is responsible for administering the program as described herein, the Subcontractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by the appropriate state and/or federal audit agencies, directly related to the provisions of this Agreement
- 6) In the event of a dispute, the Subcontractor agrees to file a "Notice of Dispute" with TCCF within ten (10) days of the discovery of the problem. Within ten (10) days of the filing of the Notice, TCCF shall meet with the Subcontractor and Statewide Program Manager for purposes of resolving the dispute. The decision of TCCF shall be final.
- 7) The copyright to all materials produced, as a result of this Agreement shall belong to the State of California. The Subcontractor assigns all rights, title and interest including the copyright to any works created pursuant to this Agreement on all publications of such work. The State may license the Subcontractor to reproduce and disseminate copies of such work.
- 8) This Agreement supersedes and makes null and void any prior Agreements between the parties which conflict with the terms of this Agreement.
- 9) Intellectual Property.
 - a) TCCF and Subcontractor agree that all software, curricula, materials, data and information developed under and used in connection with this Agreement shall become the sole property of CDSS, provided that Subcontractor may retain possession of all working papers prepared by Subcontractor. During and subsequent to the term of this Agreement, TCCF shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
 - b) Any materials, data and information not developed under this Agreement, which Subcontractor considers to be proprietary and confidential, shall be plainly and prominently marked by Subcontractor as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
 - c) TCCF will use reasonable means to ensure that Subcontractor's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, TCCF will notify Subcontractor of any Public Records request for items described in Section 3.b. TCCF agrees not to reproduce or distribute such materials, data and information to non-TCCF entities without the prior written permission of Subcontractor.
- 10) The Subcontractor shall maintain the confidentiality of all records, including but not limited to billings in accordance with any applicable federal, state and local laws, regulations, ordinances and directives relating to confidentiality. Failure to do so will result in termination of this Agreement. Confidential information shall include, but not be limited to, any information in whatever form, which

is allocated to the current or future business of TCCF or any of its contracts, which information is not generally and publicly known.

All employees and independent contractors of Subcontractor who have access to confidential records and data must sign and adhere to the attached "Employee Acknowledgement and Confidentiality Agreement", Exhibit D.

- 11) Subcontractor agrees to indemnify, defend and save harmless TCCF, its officers, directors, employees and volunteers from all claims and losses resulting from any and all professional services, consulting services and other obligations provided in connection with the performance of this Agreement.
- 12) This Agreement supersedes and makes null and void any prior Agreements between the parties that conflict with the terms of this Agreement.
- 13) All written notices, reports, and other written communications under this Agreement shall be addressed to:

Kim Bradley, Program Manager
Statewide Independent Living Program
The Community College Foundation
1901 Royal Oaks Drive
Sacramento, CA 95815
Phone: (916) 418-5100 – Fax (916) 418-5150

- 14) TCCF may terminate the whole or any part of this Agreement if the Subcontractor has made a misrepresentation of any required element in the Agreement or fails to comply with or perform any provision of this Agreement or fails to make progress so as to endanger performance of any term of this Agreement.
- 15) This Agreement may be canceled by either party upon providing written notice to the other party thirty (30) days prior to the termination date.

EXHIBIT A – TRAINING PLAN

College: _____

Completed by: _____

List educational training and number of hours of training you plan to provide during the 12-month period from July 1, 2006 through June 30, 2007. Indicate the training that will be targeted to foster youth (16 to 21), adult care providers or both (together). Incorporate the following activities to strengthen the impact of life skills training:

- 1) Orientation(s) to college and ILP with tours of the campus and resources
- 2) Vocational assessment and registration/orientation at a local One-Stop Center
- 3) College, employment and career preparation.
- 4) Computer/Internet training
- 5) Financial aid workshop(s)
- 6) Emancipation Roundtable(s) MANDATORY
- 7) Completion of the TCCF 10 Tangible Outcomes©
- 8) Experiential Workshops (10 hours MANDATORY)
- 9) Independent City OR Baby City OR Job City

Please copy the back of this form, if additional space is needed.

Class Title	Class Participants		Total hours provided
	Y - Youth		
	A - Adults		
	B - Both		
Orientation to College & ILP			
1.			
2.			
3.			
Vocational and Career Assessment			
1.			
2.			
3.			
Financial Aid/EOPS			
1.			
2.			
3.			

Education (Skill Area #1) 1. 2. 3.		
Class Title	Class Participants Y - Youth A - Adults B - Both	Total hours provided
Employment (Skill Area #2) 1. 2. 3.		
Daily Living Skills (Skill Area #3) 1. 2. 3.		
Survival Skills (Skill Area #4) 1. 2. 3.		
Choices & Consequences (Skill Area #5) 1. 2. 3.		
Interpersonal Social Skills (Skill Area #6) 1. 2. 3.		
Computer/Internet (Skill Area #7) 1. 2.		

3.		
10 Tangible Outcomes 1. 2.		
Class Title	Class Participants Y - Youth A - Adults B - Both	Total hours provided
Emancipation Roundtable 1. 2.		
Registration at local One-Stop Center 1. 2.		
Other 1. 2.		
What will you do to connect foster youth and adult care givers to available college resources?		

COMMUNITY RESOURCES WORKSHEET

Please complete the following worksheet, noting the names and phone numbers of your 2006-2007 ILP advisory board members. If your advisory board roster is in another format, please return it with your training plan. Thank you. Please note: Dates of your ILP advisory board meetings will be requested in quarterly reports. If the dates change from those specified in the reports, please contact The Foundation ILP office. Please email calendars of scheduled ILP advisory board meetings to The Foundation and CDSS in a timely manner, followed by the minutes of those meetings.

Number	Name/Phone Number
_____	Chairperson _____
_____	Co-Chair _____
_____	Foster Parents _____
_____	Foster Youth (current) _____
_____	Foster Youth (emancipated) _____
_____	WIB Participant _____
_____	Relative Care Providers _____
_____	Foster Family Agencies _____
_____	Group Home Agencies _____
_____	Social Workers _____
_____	California State Foster Parent Association (CSFPA) _____
_____	California Care Providers Association _____
_____	College ILP Supervisor _____
_____	College Financial Aid/EOPS Staff _____
_____	College Student Services Staff _____
_____	County Welfare Director _____
_____	County ILP Supervisor _____
_____	County ILP Coordinator _____
_____	County Probation Staff _____
_____	County Mental Health _____
_____	Judicial Representatives _____
_____	Local School District(s) _____
_____	Foster Youth Services _____
_____	CalWORKS Staff _____
_____	MediCal Representatives _____
_____	Court Appointed Special Advocates (CASA) _____
_____	Local Legislators or Staff _____
_____	Early Childhood Educators _____
_____	Clergy _____
_____	Other _____

To encourage your community ILP advisory board meetings to focus on local foster youth issues, what Action Groups, such as literacy, mentoring, transitional housing, would you like to form this year?

EXHIBIT B - Budget

For The Community College Foundation

From College:

Contract:
No.:

Program Name: Independent Living Program

Year Start: July 1, 2006

Contract Code: ILP-DS

Year End: June 30, 2007

Contract Code: 07

Line Item	Budget Amount
Salaries	<u>-0-</u>

This includes instructional teacher contract, instructional teacher hourly, non-instructional contract, non-instructional hourly, classified contract, classified hourly, instructional aids, and others.

Employee Benefits	<u>-0-</u>
Operating Expenses	<u>\$ 9,214.00</u>

To include supplies, materials, consultants, telephone, travel mileage, retreat, postage, student fees/parking, and other.

Regional Coordination	<u>-0-</u>
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Travel	<u>\$ 500.00</u>
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(Mandatory attendance at one statewide meeting in Sacramento. You must budget for this meeting)

Project Coordination	<u>-0-</u>
Direct Budget	<u>\$ 9,714.00</u>
College Administrative (Indirect)* @5%	<u>\$ 486.00</u>
Total Budget	<u><u>\$ 10,200</u></u>

Prepared by _____

_____ Date

FOR THE COMMUNITY COLLEGE FOUNDATION USE ONLY

<p>This budget has been approved as evidenced by the signature below: </p> <table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td style="border-top: 1px solid black; width: 60%;"></td> <td style="border-top: 1px solid black; width: 40%;"></td> </tr> <tr> <td style="text-align: center;">Kirk Turner, Controller</td> <td style="text-align: center;">Date</td> </tr> </table>			Kirk Turner, Controller	Date
Kirk Turner, Controller	Date			

*Indirect calculated as Direct Budget Amount X 5% (rounded up to next whole dollar).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-o

Date: August 29, 2006

Subject: Agreement with Orlando Alexander

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Orlando Alexander for choreography services for the Performance Riverside production of "Dreamgirls." The term of this agreement is August 30, 2006 through November 10, 2006. The total fee for this agreement is \$4,000.00.

Funding source: General Fund.

The vendor identified 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.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from August 30, 2006 through November 10, 2006, for \$4,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Carolyn L. Quin
Dean, Riverside School for the Arts

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
ORLANDO ALEXANDER

THIS AGREEMENT is made and entered into on this 30th day of August, 2006 by and between Orlando Alexander, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
 - a. Choreographer services for Riverside Community College District's Performance Riverside season production of "Dreamgirls" with scheduled auditions, rehearsals and performances from August 30, 2006 through November 10, 2006.
2. The services outlined in Paragraph 1 will be provided primarily 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 August 30, 2006 through November 10, 2006.
5. Payment in consideration of this agreement shall not exceed \$4,000.00 payable after receipt of invoice on the following date:

Dreamgirls	\$4,000.00 payable on 11/10/06
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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 in conjunction with the Producing Artistic Director and shall work under the supervision of the Producing Artistic Director. Consultant may not cancel or substantially abbreviate any rehearsals without permission from the Producing Artistic Director.
9. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to attend required rehearsals and performances constitutes reason for cancellation of this agreement.

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

Riverside Community College District

Orlando Alexander

James L. Buysse
Vice Chancellor, Administration and Finance

Orlando Alexander
Choreographer

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-p

Date: August 29, 2006

Subject: Agreement with Don LeMaster

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Don LeMaster for music director and conducting services for the Performance Riverside production of "Will Rogers Follies: A Life in Revue." The term of this agreement is August 30, 2006 through February 18, 2007. The total fee for this agreement is \$5,630.00 which includes hotel accommodations for up to six nights. Funding source: General Fund.

The vendor identified 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.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from August 30, 2006 through February 18, 2007, for \$5,630.00, 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
DON LE MASTER

THIS AGREEMENT is made and entered into on this 30th day of August, 2006 by and between Don LeMaster, 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. Music Directing and Conducting services for Riverside Community College District's Performance Riverside season production of "The Will Rogers Follies: A Life in Revue" with scheduled auditions, rehearsals and performances from August 30, 2006 through February 18, 2007.
2. The services outlined in Paragraph 1 will be provided primarily 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 August 30, 2006 through February 18, 2007.
5. Payment in consideration of this agreement includes hotel accommodations for up to six nights' lodging and a service fee that shall not exceed \$5,000.00 payable after receipt of invoice on the following date:

The Will Rogers Follies: A	\$2,500.00 payable on 2/2/07
Life in Revue	\$2,500.00 payable on 2/16/07
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. Failure to attend required rehearsals and performances constitutes reason for cancellation of this agreement.

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

Riverside Community College District

Don Le Master

James L. Buisse
Vice Chancellor, Administration and Finance

Don Le Master
Music Director/Conductor

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-q

Date: August 29, 2006

Subject: Agreement with Sarah Stevenson

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Sarah Stevenson, a free-lance writer and researcher. Ms. Stevenson will continue research on arts assessment and student learning outcomes for Riverside School for the Arts proposed programs. The term of this agreement is August 30, 2006 through January 31, 2007, for a total fee of \$4,700.00. Funding source: RSA FIE#2 Grant (SPP 223).

The vendor identified 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.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from August 30, 2006 through January 31, 2007, for an amount not to exceed \$4,700.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Carolyn L. Quin
Dean, Riverside School for the Arts

Independent Contractor Agreement
Between
Riverside Community College District
And
Sarah Stevenson

This Agreement, entered into this August 30, 2006, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Sarah Stevenson, whose address is 324 Shannon Drive, Modesto, California, 95354 hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF AGREEMENT

- 1.01 This Agreement is effective to cover activities beginning August 30, 2006, and will continue in effect until January 31, 2007.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

- 2.01 Contractor agrees to perform the services specified in the " Scope of Services " attached to this Agreement as "Exhibit A" and incorporated by reference herein.

ARTICLE III. COMPENSATION

- 3.01 In consideration for the services to be performed by the Contractor, Client shall pay Contractor as described in "Exhibit B" attached hereto and incorporated by reference herein.

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

- 4.01 Representatives. Contractor's representative shall be Sarah Stevenson, who shall be the person in charge of all services to be performed hereunder. Contractor's representative shall be available to RCCD at all reasonable times. Any substitution or replacement of Contractor's representative shall require prior approval, in writing, by RCCD's representative.
- 4.02 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.

- 4.03 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.04 Workers' Compensation. Contractor agrees to provide workers' compensation insurance for all its employees and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.05 Indemnification and Hold Harmless. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement. It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.
- 4.06 Insurance. Contractor shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Contractor's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00.

- 4.07 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.08 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.
- 5.02 Use of Project Deliverables. Contractor hereby agrees that all written materials related to the work and produced as a result of this Agreement shall remain the sole property of the Client and may be used by the Client for any and all desired purposes.

ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination Upon Notice. Notwithstanding any other provision of this Agreement, either party hereto may terminate the sections of this Agreement at any time upon 15 days written notice to the other.

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or

promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of RCCD.

7.04 Debarment, Suspension, and Other Responsibility Matters. Contractor agrees to comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions. In addition, Contractor certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Riverside Community College District

Sarah Stevenson

James L. Buysse
Vice Chancellor, Administration and Finance

Sarah Stevenson, Researcher

Date

Date

EXHIBIT A

Riverside Community College District
Independent Contractor Agreement with
Sarah Stevenson

SCOPE OF SERVICES

Ms. Stevenson will:

1. Conduct research related to curriculum development for Riverside School for the Arts.
2. Research arts assessment and student learning outcomes for proposed RSA programs.
3. Research curriculum models as appropriate for the scope of RSA programs in arts new media.
4. Assist with other projects regarding arts-centered learning, if time allows.

Payment for the projects listed above and any other expenses, such as travel, will not exceed \$4,700.00.

Deliverables

The following will be delivered to the Client monthly, as a result of the provision of services described within this Scope of Services.

- Study of lower division Video Game curriculum appropriate for community college students and assessment of that curriculum
- Presentation of a Workshop on Video Game History and Design
- Assistance with research related to projected programs for RSA
- Summary of findings on topics assigned monthly for research
- Other research projects as requested, if time allows.

Payment for the projects listed above will total a fee of \$4,700.00, including travel as required to complete to terms of this contract. Services will begin on September 1, 2006, and continue through January 31, 2007.

EXHIBIT B

Riverside Community College District
Independent Contractor Agreement with
Sarah Stevenson

COMPENSATION

Conduct research related to developing an intersegmental structure for RSA, projected program research and assessment for Riverside School for the Arts.

1. As compensation for \$4,700.00 for delivery of research reports, to be paid in arrears upon submission of an invoice. The agreed upon total of \$4,700.00 includes all Contractor outlays (time, travel, material mileage and meals).
2. If the Contractor does not deliver the aforementioned services for the research for RSA, no funds will be deemed due the Contractor by the Client.
3. Contractor shall submit invoices to Client for services rendered on a monthly basis..

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-r

Date: August 29, 2006

Subject: Agreement with Joel Yanofsky

Background: Attached for the Board's review and consideration is the agreement between Riverside Community College District and Joel Yanofsky for playwright services for the collaborative, original musical theatre composition, "Shut Up and Sing!" The term of this agreement is July 1, 2006 through June 30, 2007. The total fee for this agreement is \$2,000.00. Funding source: Grant FIE #223.

The vendor identified 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.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from July 1, 2006 through June 30, 2007, for \$2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Carolyn L. Quin
Dean, Riverside School for the Arts

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
JOEL YANOFSKY

THIS AGREEMENT is made and entered into on this 30th day of August, 2006 by and between Joel Yanofsky, 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. Playwrighting services for the collaborative, original musical theatre composition, "Shut Up and Sing!"
2. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be from July 1, 2006 through June 30, 2007.
4. Payment in consideration of this agreement shall not exceed \$2,000.00 payable after receipt of invoice on completion of the project:

Shut Up and Sing! "book" \$2,000.00 payable upon completion of the project.
5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
6. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.
7. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to complete the "book" or lyrics for the show constitutes reason for cancellation of this agreement.

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

Riverside Community College District

Joel Yanofsky

James L. Buysse
Vice Chancellor, Administration and Finance

Joel Yanofsky
Playwright

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-s

Date: August 29, 2006

Subject: Agreements for the Performance Riverside Production of “Damn Yankees”

Background: Attached for the Board’s review and consideration are agreements between Riverside Community College District and John Vaughan, Greg Hinrichsen, Scott T. Smith, Renee Liske, Karen Vargo, and Christina L. Munich for various services for the Performance Riverside production of “Damn Yankees.” Services will include choreographer, director, music director and conductor, assistant choreographer, stage manager, and lighting design services. The terms of these agreements are August 5, 2006 through September 15, 2006, and August 5, 2006 through September 24, 2006. The total fees for these agreements are \$2,500.00, \$4,000.00, \$5,000.00, \$1,500.00, \$2,500.00, and \$2,000.00, respectively. Funding source: General Fund.

The vendors identified in this contract are consultants that 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 vendors are not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. These agreements have been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees ratify the agreements, from August 5, 2006 through September 24, 2006, for the amounts of \$2,500.00, \$4,000.00, \$5,000.00, \$1,500.00, \$2,500.00, and \$2,000.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Carolyn L. Quin
Dean, Riverside School for the Arts

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
JOHN VAUGHAN

THIS AGREEMENT is made and entered into on this 5th day of August, 2006 by and between John Vaughan, 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. Choreographing services for Riverside Community College District's Performance Riverside season production of "Damn Yankees" with scheduled auditions, rehearsals and performances from August 5, 2006 through September 15, 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 August 5, 2006 through September 15, 2006.
5. Payment in consideration of this agreement shall not exceed \$2,500.00 payable after receipt of invoice on the following date:

Damn Yankees	One lump sum, payable on 9/15/06
--------------	----------------------------------
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 in conjunction with the Producing Artistic Director and shall work under the supervision of the Producing Artistic Director. Consultant may not cancel or significantly abbreviate any rehearsals without permission from the Producing Artistic Director.
9. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to attend required rehearsals constitutes reason for cancellation of this agreement.

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

Riverside Community College District

John Vaughan

James L. Buysse
Vice Chancellor, Administration and Finance

John Vaughan
Choreographer

Date

Date

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
GREG HINRICHSEN

THIS AGREEMENT is made and entered into on this 5th day of August, 2006 by and between Greg Hinrichsen, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

10. The consultant agrees to provide the following services:
 - a. Director services for Riverside Community College District's Performance Riverside season production of "Damn Yankees" with scheduled auditions, rehearsals and performances from August 5, 2006 through September 15, 2006.
11. The services outlined in Paragraph 1 will be provided primarily 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.
12. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
13. The term of this agreement shall be from August 5, 2006 through September 15, 2006.
14. Payment in consideration of this agreement shall not exceed \$4,000.00 payable after receipt of invoice on the following date:

Damn Yankees	\$4,000.00 payable on 9/15/06
--------------	-------------------------------
15. 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.

16. 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.
17. Consultant shall adhere to the rehearsal schedule set in conjunction with the Producing Artistic Director and shall work under the supervision of the Producing Artistic Director. Consultant may not cancel or substantially abbreviate any rehearsals without permission from the Producing Artistic Director.
18. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to attend required rehearsals and performances constitutes reason for cancellation of this agreement.

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

Riverside Community College District

Greg Hinrichsen

James L. Buysse
Vice Chancellor, Administration and Finance

Greg Hinrichsen
Director

Date

Date

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
SCOTT T. SMITH

THIS AGREEMENT is made and entered into on this 5th day of August, 2006 by and between Scott T. Smith, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

19. The consultant agrees to provide the following services:
 - a. Music Director and Conductor services for Riverside Community College District's Performance Riverside season production of "Damn Yankees" with scheduled auditions, rehearsals and performances from August 5, 2006 through September 24, 2006.
20. The services outlined in Paragraph 1 will be provided primarily in the 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.
21. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
22. The term of this agreement shall be from August 5, 2006 through September 24, 2006.
23. Payment in consideration of this agreement shall not exceed \$5,000.00 payable after receipt of invoice on the following date:

Damn Yankees	\$5,000.00 payable on 9/15/06
--------------	-------------------------------
24. 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.

25. 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.
26. Consultant shall adhere to the rehearsal schedule set in conjunction with the Producing Artistic Director and shall work under the supervision of the Producing Artistic Director. Consultant may not cancel or substantially abbreviate any rehearsals without permission from the Producing Artistic Director.
27. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to attend required rehearsals and performances constitutes reason for cancellation of this agreement.

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

Riverside Community College District

Scott T. Smith

James L. Buysse
Vice Chancellor, Administration and Finance

Scott T. Smith
Music Director and Conductor

Date

Date

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
RENEE LISKE

THIS AGREEMENT is made and entered into on this 5th day of August, 2006 by and between Renee Liske, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

28. The consultant agrees to provide the following services:
 - a. Assistant choreographer services for Riverside Community College District's Performance Riverside season production of "Damn Yankees" with scheduled auditions, rehearsals and performances from August 5, 2006 through September 24, 2006.
29. The services outlined in Paragraph 1 will be provided primarily 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.
30. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
31. The term of this agreement shall be from August 5, 2006 through September 24, 2006.
32. Payment in consideration of this agreement shall not exceed \$1,500.00 payable after receipt of invoice on the following date:

Damn Yankees	\$1,500.00 payable on 9/15/06
--------------	-------------------------------
33. 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.

34. 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.
35. Consultant shall adhere to the rehearsal schedule set in conjunction with the Producing Artistic Director and shall work under the supervision of the Producing Artistic Director. Consultant may not cancel or substantially abbreviate any rehearsals without permission from the Producing Artistic Director.
36. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to attend required rehearsals and performances constitutes reason for cancellation of this agreement.

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

Riverside Community College District

Renee Liske

James L. Buysse
Vice Chancellor, Administration and Finance

Renee Liske
Assistant Choreographer

Date

Date

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
Karen Vargo

THIS AGREEMENT is made and entered into on this 5th day of August, 2006 by and between, Karen Vargo hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

37. The consultant agrees to provide the following services:
 - a. Stage Manager services for Riverside Community College District's Performance Riverside season production of "Damn Yankees" with scheduled rehearsals and performances from August 23, 2006 through September 24, 2006.
38. The services outlined in Paragraph 1 will be provided primarily 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.
39. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
40. The term of this agreement shall be from August 5, 2006 through September 24, 2006.
41. Payment in consideration of this agreement shall not exceed \$2,500.00 payable after receipt of invoice on the following date:

Damn Yankees	\$2,500.00 payable on 9/24/06
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42. 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.

43. 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.
44. Consultant shall adhere to the rehearsal schedule set in conjunction with the Producing Artistic Director and shall work under the supervision of the Producing Artistic Director. Consultant may not cancel or substantially abbreviate any rehearsals without permission from the Producing Artistic Director.
45. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to attend required rehearsals and performances constitutes reason for cancellation of this agreement.

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

Riverside Community College District

Karen Vargo

James L. Buysse
Vice Chancellor, Administration and Finance

Karen Vargo
Stage Manager

Date

Date

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
Christina L. Munich

THIS AGREEMENT is made and entered into on this 5th day of August, 2006 by and between, Christina L. Munich hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

46. The consultant agrees to provide the following services:
 - a. Lighting Designer services for Riverside Community College District's Performance Riverside season production of "Damn Yankees" with scheduled rehearsals and performances from August 14, 2006 through September 24, 2006.
47. The services outlined in Paragraph 1 will be provided primarily 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.
48. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
49. The term of this agreement shall be from August 5, 2006 through September 24, 2006.
50. Payment in consideration of this agreement shall not exceed \$2,000.00 payable after receipt of invoice on the following date:

Damn Yankees	\$2,000.00 payable on 9/15/06
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51. 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.

52. 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.
53. Consultant shall adhere to the rehearsal schedule set in conjunction with the Producing Artistic Director and shall work under the supervision of the Producing Artistic Director. Consultant may not cancel or substantially abbreviate any rehearsals without permission from the Producing Artistic Director.
54. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to attend required rehearsals and performances constitutes reason for cancellation of this agreement.

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

Riverside Community College District

Christina L. Munich

James L. Buysse
Vice Chancellor, Administration and Finance

Christina L. Munich
Lighting Designer

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-t

Date: August 29, 2006

Subject: Agreement with Karen Wilson

Background: Attached for the Board's review and consideration is the agreement between Riverside Community College District and Karen Wilson for presentations of African American culture, storytelling, blues, and jazz vocals within intersegmental settings as part of curriculum development for Riverside School for the Arts. The term of this agreement is August 1, 2006 through June 30, 2007. The total fee for this agreement is \$3,000.00. Funding source: Grant FIE #223.

The vendor identified 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.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from August 1, 2006 through June 30, 2007, for an amount not to exceed \$3,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Carolyn L. Quin
Dean, Riverside School for the Arts

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
KAREN WILSON

THIS AGREEMENT is made and entered into on this 30th day of August, 2006 by and between Karen Wilson, 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. Presentations on African American culture, storytelling, blues, and jazz vocals within an intersegmental setting as part of curriculum development for Riverside School for the Arts.
 - b. Services will include working with faculty to incorporate African American cultural references into general education classes; presentations related to African American culture at affiliated educational centers; and assisting with the development of Riverside School for the Arts programs that address cross-cultural communication and diversity.
2. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be from August 1, 2006 through June 30, 2007.
4. Payment in consideration of this agreement shall not exceed \$3,000.00 payable after receipt of invoice(s):
5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
6. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

7. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to complete the "book" or lyrics for the show constitutes reason for cancellation of this agreement.

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

Riverside Community College District

Karen Wilson

James L. Buysse
Vice Chancellor, Administration and Finance

Karen Wilson

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-u

Date: August 29, 2006

Subject: Agreement with Robert Nafarrete

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Robert Nafarrete to provide services as the musical director for the RCC Theatre Department Off-Broadway Series production of "Assassins." These services will be used to mount a production for five performances. The term of the agreement is for September 6, 2006 through October 29, 2006, for a fee of \$2,000.00. Funding source: General Fund.

The vendor in this contract is a consultant who 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 event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. The agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for September 6, 2006 through October 29, 2006, for an amount not to exceed \$2000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia McKee-Leone
Interim Vice President, Academic Affairs
Jodi Julian
Associate Professor, Theatre

AGREEMENT BETWEEN ROBERT NAFARRETE
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 30th day of August 2006 by and between ROBERT NAFARRETE 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. Musical Director for the RCC Theatre Department Off-Broadway Series production of "Assassins" with scheduled performances October 27 through October 29, 2006. Provide all necessary musical direction responsibilities to facilitate the performance of "Assassins" beginning September 6, 2006.
2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. Payment in consideration of this agreement shall not exceed \$2,000.00.
5. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Consultant and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

It is mutually agreed and understood that, during the term of this Agreement, the Consultant shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Consultant, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

6. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Robert Nafarrete

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

Report No.: V-A-8-v

Date: August 29, 2006

Subject: Agreement with Liebert Cassidy Whitmore

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Liebert Cassidy Whitmore for employment law training services to be provided to all members of the District management association. Liebert Cassidy Whitmore has had a long standing relationship with the District providing employment and management training.

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. The agreement includes the presentation of eight training sessions throughout the academic year. Each session is video-conferenced with a location at each of our campuses receiving the transmission. The term of the agreement is from July 1, 2006 to June 30, 2007 at a cost of \$2,500.00, the \$100.00 late fee for payment after August 15, 2006 has been waived. Funding source: General fund.

This agreement has been reviewed by Melissa Kane, Interim Vice Chancellor, Diversity and Human Resources, Art Alcaraz, Director, Diversity and Human Resources and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended the Board of Trustees approve the agreement and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Melissa Kane
Interim Vice Chancellor, Diversity and Human Resources

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "Community College District," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Community College District has the need to secure expert training and consulting services to assist Community College District in its relations and negotiations with its employee organizations; and

WHEREAS Community College District has determined that no less than twenty-three (23) Community College Districts in the Southern California area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Community College District and is willing to perform such services;

NOW, THEREFORE, Community College District and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2006, Attorney will provide the following services to Community College District (and the other aforesaid public agencies):

1. Six (6) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Community College District and the other said local agencies.
2. A monthly newsletter covering employment relations developments.

Fee:

Attorney will provide these special services to Community College District for a fee of Two Thousand Five Hundred Dollars (\$2,500.00), payable in one payment prior to August 1, 2006. The fee, if paid after August 15, 2006 will be \$2,600.00. Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Additional Services:

Attorney shall, as and when requested by Community College District, make itself available to Community College District to provide representational, litigation, and other employment relations services. The Community College District will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Community College District.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Sixty Dollars (\$160.00 - \$260.00) per hour for attorney staff and from Ninety-Five Dollars to One Hundred Ten Dollars (\$95.00 - \$110.00) per hour for services provided by paraprofessional staff. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

The term of this Agreement is twelve (12) months commencing July 1, 2006. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty-three (23) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2006.

Dated: _____

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By _____

Dated: _____

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-8-w

Date: August 29, 2006

Subject: Agreement with The Liquidation Company

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and The Liquidation Company to provide consignment services related to the sale of surplus property. The term of this agreement is July 1, 2006 through June 30, 2007. The agreement provides that the District will be charged 35 percent of the gross sales of consigned surplus property. The District has previously consigned surplus property to The Liquidation Company for disposal. The terms and conditions for this new agreement are the same as in the agreement for the prior year.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with The Liquidation Company to provide consignment services from July 1, 2006 through June 30, 2007 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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



The Liquidation Company
Est. 1994

AGREEMENT

This agreement dated July 1, 2006, in the County of San Bernardino, State of California, by and between **Riverside Community College** hereinafter referred to as SELLER, and **The Liquidation Company** hereinafter referred to as AUCTIONEER.

This Agreement is to conduct an unreserved auction for the sale of all surplus property.

1. For all the services, which AUCTIONEER is obligated to perform under the terms of this Agreement, the SELLER shall pay to the AUCTIONEER a standard Seller's Fee of **35 percent** of the gross sales. AUCTIONEER shall provide a check made payable **Riverside Community College** of net proceeds of auction. The check shall be delivered to SELLER no later than thirty (30) working days after the sale and removal of sold items.
2. The duty of the AUCTIONEER shall be to serve as AUCTIONEER and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. AUCTIONEER has a security bond on file with the State of California and shall provide proof of such bonding upon SELLERS request. AUCTIONEER is also licensed by the State of California has a collector of electronic waste. AUCTIONEER shall perform all other duties in regards to such sales, including but not limited to advertising, telemarketing, cashiering, pick up surplus items, DMV paperwork, bookkeeping, clerking, set-up, tagging, inventorying, and other related functions.
3. AUCTIONEER shall be an independent contractor retained by the SELLER for the aforementioned purpose. Employees of the AUCTIONEER will not be considered for any reason to be employees of the SELLER.
4. It shall be the responsibility of the AUCTIONEER to obtain, at the AUCTIONEER'S expense, all required licenses and permits necessary to perform under this Agreement. SELLER warrants that they are the owner of and has merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to the AUCTIONEER the right to convey a merchantable title to that property to the successful buyer at the auction. SELLER shall offer all board approved surplus property to AUCTIONEER, a listing of which shall be made an integral part of this Agreement as Exhibit "A". No items shall be removed from Exhibit "A" less than four days prior to the scheduled auction date.
5. The AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.

6. The AUCTIONEER shall not sell, assign, subcontract, factor, or transfer the Agreement or any of the rights or privileges granted thereby without written consent of the SELLER.
7. In the case of dispute, the laws of the State of California and the County of San Bernardino shall apply.
8. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry, or national origin.
9. AUCTIONEER shall have the right but not the obligation to charge buyers a "BUYERS PREMIUM" or surcharge not to exceed thirteen percent (13%), the full amount of which AUCTIONEER will be entitled.
10. AUCTIONEER shall provide SELLER the selling price for each lot consigned and sold.
11. The term of this agreement shall be for a period of one year. The SELLER or AUCTIONEER has the right to terminate this agreement at any time in its sole discretion upon thirty (30) days prior written notice specifying the desired date of termination.

The parties hereto have executed this Agreement on July 1, 2006.

BY: _____

BY: _____

DATE: _____

DATE: _____

The Liquidation Company

ADDRESS:

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: V-A-8-x

Date: August 29, 2006

Subject: Amendment to Agreement for Facility and Business Planning Services

Background: On August 23, 2005, the Board approved a consulting services agreement with Dr. C. Michael Webster relative to facility and business planning services. Staff is now requesting an extension to the agreement. An Addendum to the Agreement is attached for the Board's review and consideration. Funding Source: Resources 1000 and 4160.

Recommended Action:

It is recommended that the Board of Trustees approve the attached Addendum to the Agreement with Dr. C. Michael Webster for facility and business planning services and authorize the Vice Chancellor, Administration and Finance, to sign the Addendum to the Agreement.

Salvatore G. Rotella
Chancellor

Prepared by: James L. Buysse
Vice Chancellor
Administration and Finance

ADDENDUM TO CONSULTANT AGREEMENT

DR. C. MICHAEL WEBSTER

AND

RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Addendum is made and entered into by and between Dr. C. Michael Webster, hereinafter referred to as "Consultant" and the Riverside Community College District, hereinafter referred to as the "District."

1. This Addendum is subsequent to the Agreement dated August 1, 2005, for the period August 1, 2005 through June 30, 2006.
2. The Consultant agrees to provide services as specified in the Agreement for up to an additional twelve (12) months, from July 1, 2006 through June 30, 2007.
3. All other provisions of the Agreement dated August 1, 2005, shall apply equally to this Addendum.

C. Michael Webster
Consultant

Riverside Community College
District

By: _____
Consultant

By: _____
James L. Buisse, Vice Chancellor
Administration and Finance

Date: _____

Date: _____

AGREEMENT FOR FACILITY AND BUSINESS PLANNING SERVICES

THIS AGREEMENT is made this 1st day of August, 2005, by and between RIVERSIDE COMMUNITY COLLEGE DISTRICT, herein after called RCCD, and Dr. C. Michael Webster, herein after called Consultant.

1. Recitals.

(a) Consultant represents that he has the background and experience to provide facility and business planning consulting services to RCCD and is familiar with the purpose and powers of RCCD.

(b) RCCD desires that certain facility and business planning services be provided and to retain Consultant in that connection, and Consultant is desirous of rendering such services.

2. Scope of Services. Consultant shall provide such consulting services as may be necessary to fully and professionally complete projects and perform the services set forth in Exhibit "A" (Scope of Services), attached hereto and by this reference made a part of this Agreement. Consultant shall be under the control of the District as to the results to be accomplished and not as to the means or manner by which such result is to be accomplished. It is the intent of all parties to this Agreement that the consultant shall comply with the required and necessary criteria to maintain independent contractor status of the consultant.

3. Term. Consultant shall commence the performance of the services contemplated hereunder upon the date first above written and shall complete such projects and services on (or before) June 30, 2006, unless terminated earlier as provided hereinafter.

4. Cooperation/Inspection.

(a) RCCD shall give timely cooperation to consultant to include reasonable access to RCCD records as may be deemed necessary to perform the services contemplated hereunder. Consultant shall cooperate, and otherwise work, with RCCD's personnel and make himself available to RCCD's personnel and other consultants, if applicable, during the term of this Agreement.

(b) All of the services contemplated hereunder shall be subject to RCCD's review, monitoring, inspection, and/or approval; provided, however, that any such inspections shall be conducted at reasonable times.

5. Standard of Care/Licenses. Consultant shall perform the services contemplated hereunder in a skillful and competent manner, and shall secure and maintain in force any and all licenses, permits or other documents that it may be required to have by any federal, state or local laws in order to perform such services.

6. Reimbursement of Expenses. Consultant shall be reimbursed for any costs and expenses incurred on RCCD's behalf, including without limitation, travel, telephone toll charges, messenger service, and copies of documents, but only upon written approval from RCCD's representative.

7. Compensation/Billing/Payment.

(a) As compensation for the services to be rendered hereunder, RCCD shall pay to Consultant such sums and amounts in accordance with the Compensation Schedule set forth in Exhibit "B", attached hereto and by this reference made a part of this Agreement.

(b) Consultant shall submit a separate billing and accounting on a monthly basis to RCCD. Each billing and accounting shall include a description of the services performed, reimbursable expenses incurred and time worked.

8. Additional Services. Upon request in writing to do so by RCCD during the term of this Agreement, Consultant shall perform services in addition to those services contemplated hereunder and such additional services shall be designated as "Extra Work." Extra Work shall be construed as services which are determined by RCCD to be necessary and appropriate but which were not reasonably anticipated by the parties hereto. Compensation for such Extra Work shall be on the same basis as set forth in Exhibit "B".

9. Termination. This Agreement may be terminated in whole or in part by RCCD or its authorized representative upon written notice thereof to Consultant. In the event of such termination, Consultant shall deliver to RCCD forthwith all documents, data, graphs, summaries and other related materials, finished or unfinished, which were prepared or accumulated by Consultant in connection with the services contemplated hereunder and any Extra Work performed prior to the date of such termination. Upon delivery thereof, Consultant shall be paid for all approved compensation and expenses not previously paid by RCCD prior to the date of such termination.

10. Representatives.

(a) 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 hereunder. RCCD's representative, or his or her designee, shall be available to Consultant at all reasonable times.

(b) Consultant shall be available to RCCD at all reasonable times. Any substitution or replacement of Consultant shall require prior approval, in writing, by RCCD's representative.

11. Rights to Engage or Employ Other Consultants. Unless otherwise prescribed herein, RCCD reserves the right to engage or employ other consultants to provide services similar to those contemplated herein.

12. Property of RCCD. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of RCCD upon the completion of the services contemplated hereunder, except that the Consultant shall have the right to retain copies of all such data for his records. RCCD shall not be limited in any way in its use of such data at any time provided that any such use which is 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. In the event Consultant, following termination of this Agreement, desires to use any such data, he shall first obtain approval of RCCD's representative in writing.

13. Confidentiality. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of RCCD, be used by Consultant for any purpose other than the performance of the Services hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the services hereunder.

14. Independent Contractor. Consultant shall act in an independent capacity during the term of this Agreement and not as an employee or agent of RCCD. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.

15. Assignability. Consultant cannot assign any of his rights, duties or obligations under this Agreement to any person or entity without the written consent of RCCD being first obtained. This includes the ability to subcontract all or a portion of his rights, duties and obligations hereunder.

16. Procurement of Similar Services. In the event this Agreement is terminated in whole or in part, RCCD may procure, and otherwise contract for services similar to those terminated upon such terms and in such manner as RCCD may deem appropriate in its sole discretion.

17. Hold Harmless.

Consultant and RCCD shall indemnify and hold each other, their officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of the other party relating to or in anywise connected with or arising from the accomplishments of the services to be rendered hereunder.

18. Force Majeure.

(a) In the event Consultant is unable to comply with any provision of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, Consultant shall not be held liable to RCCD for such failure to comply.

(b) In the event RCCD is unable to comply with any provision of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, RCCD shall not be held liable to Consultant for such failure to comply.

19. Notices. Any notices and reports required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

RCCD:

Dr. James L. Buysse, Vice Chancellor
Administration and Finance
Riverside Community College District
4800 Magnolia Avenue
Riverside, California 92506

Consultant:

Dr. C. Michael Webster
6939 Cypress Grove
Riverside, CA 92506

or to such other addresses as from time-to-time shall be designated by the respective parties.

20. Waiver of Performance. No waiver by RCCD at any time of any of the provisions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or any other provisions contained herein or of the strict and timely performance of such provisions.

21. Venue. Any action at law or inequity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.

22. Attorney's Fees. In the event of any litigation or arbitration between RCCD and Consultant to enforce any of the provisions of this Agreement or any rights of any party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party or parties, all costs and expenses including reasonable attorney's fees incurred therein by the successful party or parties, all of which shall be included in and as a part of the judgment rendered in such litigation or arbitration.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

24. Paragraph Headings. The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

25. Entire Agreement. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the provisions thereof and supersedes any and all prior and contemporaneous Agreements and understandings, oral or written, in connection thereon. This Agreement may be changed or modified only upon the written consent of the parties hereto.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____
James L. Buisse, Vice Chancellor
Administration and Finance

Date: _____

CONSULTANT

By: _____
C. Michael Webster

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Consultant will develop recommendations concerning:

1. The District's facility planning and approval process;
2. The District's construction management process;
3. An organizational structure and staffing pattern relative to Measure C/State capital outlay projects;
4. An evaluation methodology regarding construction projects; and
5. The functioning of campus business offices.

Payment to consultant will be based upon the services delineated above.

EXHIBIT B

CONSULTING SERVICES

FEE SCHEDULE

The District shall pay the consultant at a rate of \$75.00 per hour, subject to the review and approval of the District Representative.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-9-a

Date: August 29, 2006

Subject: Signature Authorization

Background: Education Code Sections 85232 and 85233 specify that authorization can be given to designated District administrators to sign orders drawn on District funds and notices of employment. Recently, Bill Bogle Jr. was named the new District Controller. Attached is the Certification of Signatures form required to be filed with the Riverside County Office of Education to certify his authorization.

In addition, to properly manage the District's banking activities, purchasing operations and Federal, State and locally funded grant programs, designated administrators can be authorized to sign bank checks, purchase orders and grant documents.

Recommended Action: It is recommended that the Board of Trustees authorize Bill Bogle Jr., District Controller, to sign vendor warrant orders, orders for salary payment, notices of employment, bank checks, purchase orders and grant documents.

Salvatore G. Rotella
Chancellor

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

CERTIFICATION OF SIGNATURES

DISTRICT: Riverside Community College Date of meeting: August 29, 2006 I, Kathleen Daley, Clerk/Secretary of the Board of Trustees certify that the signatures shown below in Column I are the verified signatures of the members of the governing board; verified signatures of personnel authorized to sign orders drawn on the funds of the school district appear in Column II, and verified signatures of personnel authorized to sign Notices of Employment appear in Column III. No person other than an officer or employee of the district can be authorized to sign orders. These certifications are made in accordance with the provisions of Education Code Sections 42632, 42633, 44843, 85232, and 85233. If those authorized to sign orders as shown in Column II are unable to do so, the law requires the signatures of the majority of the governing board. Attached is the board agenda authorizing the following signatures:

Signature: _____ Date: _____

SIGNATURES OF MEMBERS OF GOVERNING BOARD

COLUMN I

SIGNATURES OF PERSONNEL AUTHORIZED TO SIGN WARRANT ORDERS AND ORDERS FOR SALARY PAYMENT

COLUMN II

SIGNATURES OF PERSONNEL AUTHORIZED TO SIGN NOTICES OF EMPLOYMENT

COLUMN III

Bill Bogle Jr., District Controller

Bill Bogle Jr., District Controller

Number of signatures district requires on Orders for Salary Payment: 1 Number of signatures district requires for "B" Warrant Orders: 1

If the board has given special instructions for signing Warrant Orders, Orders for Salary Payment, or Notices of Employment, please attach a copy of the resolution to this form.

PLEASE CHECK:

____ Newly Elected Governing Board
____ Addition in Column II
____ Addition in Column III

____ Substitution in Column I
____ Substitution in Column II
____ Substitution in Column III

DFS#3350

PLEASE SUBMIT AN ORIGINAL AND FOUR COPIES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-9-b

Date: August 29, 2006

Subject: Surplus Property

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

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

Salvatore G. Rotella
Chancellor

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

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR - 17 INCH	VX700	p002234239	014965
1	GATEWAY	MONITOR - 17 INCH	VX700	P001194816	014818
1	MACINTOSH	COMPUTER - CPU MAC	G4	XB9518Y3HLA	014610
1	GATEWAY	MONITOR - 17 INCH	VX700	P910144289	014251
1	GATEWAY	MONITOR - 19 INCH	EV910	19016B202744	015823
1	GATEWAY	MONITOR - 19 INCH	EV910	19016B171568	014566
1	GATEWAY	MONITOR - 19 INCH	EV910	19016B187306	016497
1	EPSON	PRINTER	STYLUS 880	CMR1057979	016650
1	EPSON	PRINTER	STYLUS 880	CMR1153288	016684
1	EPSON	PRINTER	STYLUS 880	CMR1041800	016754
1	DELL	COMPUTER - CPU PC	DIMENSION X	5802701	016202
1	DELL	COMPUTER - CPU PC	DIMENSION X	7121701	016320
1	DELL	COMPUTER - CPU PC	DIMENSION X	3Y41701	016703
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1OP	016015
1	DELL	MONITOR - 19 INCH	M991	TW049VYR47800009JG1MN	016019
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH128	016197
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH08V	016203
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0WT	016275
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGG18D	016277
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGHOUS	016279
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH02S	016281
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0XH	016283
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0U9	016285
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH2FK	016287
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH07H	016289
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH078	016291
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0U8	016293
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0TV	016295
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH256	016297
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGHOUB	016299
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGHOUA	016301
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGHOXG	016303
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGHO3B	016305
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH00K	016307
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH2HU	016309
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH00H	016311
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH039	016313
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH02L	016315
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0U3	016317
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH2FO	016319
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH2FJ	016321
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH032	016323
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH02D	016325
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0U2	016327
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0U1	016329
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0U6	016331
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH2FL	016333
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH07G	016337
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH07G	016339
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0u7	016341
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0U4	016351
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH2FD	016353

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH029	016355
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH2HM	016357
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0NM	016359
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH2HP	016361
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH07W	016363
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH47H	016696
1	GATEWAY	MONITOR - 17 INCH	EV700	LIC04506529	017408
1	SHARP	VCR	XA-905	011715448	016565
1	SHARP	VCR	XA-905	011715439	016566
1	SHARP	VCR	XA-905	011714714	016567
1	SHARP	VCR	XA-905	011715465	016569
1	SHARP	VCR	XA-905	011715504	016570
1	GATEWAY	MONITOR - 17 INCH	EV700	HDE2K8106746	017488
1	GATEWAY	MONITOR - 22 INCH	VX1120	005032618	013990
1	DELL	COMPUTER - CPU PC	DIMENSION	2GY1701	016168
1	SHARP	VCR	XA-905	011715474	017678
1	GATEWAY	MONITOR - 17 INCH	VX730	LIC30306322	021113
1	GATEWAY	MONITOR - 17 INCH	VX730	LIC30704798	021111
1	GATEWAY	MONITOR - 17 INCH	VX730	LIC30704800	021112
1	GATEWAY	MONITOR - 19 INCH	VX900	u0b070483	014806
1	GATEWAY	COMPUTER - CPU PC	PERFORMAN	0015475703	014006
1	DELL	COMPUTER - CPU PC	DIMENSION	54Z1701	016154
1	GATEWAY	COMPUTER - CPU PC	E4200	0012633383	012488
1	EPSON	PRINTER	STYLUS 880	CMR1058004	016756
1	HP	PLOTTER COMPUTER	DJ450C	j456287n241	023633
1	HP	PRINTER - LASERJET	2100TN	USGR084918	016535
1	CISCO	6-SLOT STORAGE ARRAY	DIMENSION	IRE0036CB68032	019734
1	DELL	COMPUTER - CPU PC	DIMENSION	BML0701	016112
1	DELL	COMPUTER - CPU PC	DIMENSION	46Z1701	016284
1	DELL	COMPUTER - CPU PC	DIMENSION	H4Z1701	016288
1	DELL	COMPUTER - CPU PC	DIMENSION	8912701	016290
1	DELL	COMPUTER - CPU PC	DIMENSION	67Z1701	016292
1	DELL	COMPUTER - CPU PC	DIMENSION	4121701	016294
1	DELL	COMPUTER - CPU PC	DIMENSION	B5Z1701	016296
1	DELL	COMPUTER - CPU PC	DIMENSION	1B122701	016298
1	DELL	COMPUTER - CPU PC	DIMENSION	G5Z1701	016300
1	DELL	COMPUTER - CPU PC	DIMENSION	JW11701	016302
1	DELL	COMPUTER - CPU PC	DIMENSION	C5Z1701	016304
1	DELL	COMPUTER - CPU PC	DIMENSION	35Z1701	016306
1	DELL	COMPUTER - CPU PC	DIMENSION	95Z1701	016308
1	DELL	COMPUTER - CPU PC	DIMENSION	76Z1701	016310
1	DELL	COMPUTER - CPU PC	DIMENSION	H5Z1701	016312
1	DELL	COMPUTER - CPU PC	DIMENSION	16Z1701	016314
1	DELL	COMPUTER - CPU PC	DIMENSION	7B12701	016316
1	DELL	COMPUTER - CPU PC	DIMENSION	77Z1701	016318
1	DELL	COMPUTER - CPU PC	DIMENSION	56Z1701	016322
1	DELL	COMPUTER - CPU PC	DIMENSION	B6Z1701	016324
1	DELL	COMPUTER - CPU PC	DIMENSION	3SX2601	016326
1	DELL	COMPUTER - CPU PC	DIMENSION	3VXZ601	016328
1	DELL	COMPUTER - CPU PC	DIMENSION	B7Z1701	016330
1	DELL	COMPUTER - CPU PC	DIMENSION	15Z1701	016332
1	DELL	COMPUTER - CPU PC	DIMENSION	9W11701	016334

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	DELL	COMPUTER - CPU PC	DIMENSION	J5Z1701	016336
1	DELL	COMPUTER - CPU PC	DIMENSION	9X11701	016338
1	DELL	COMPUTER - CPU PC	DIMENSION	26Z1701	016340
1	DELL	COMPUTER - CPU PC	DIMENSION	6W11701	016342
1	DELL	COMPUTER - CPU PC	DIMENSION	7Z11701	016344
1	DELL	COMPUTER - CPU PC	DIMENSION	47Z1701	016346
1	DELL	COMPUTER - CPU PC	DIMENSION	96Z1701	016348
1	DELL	COMPUTER - CPU PC	DIMENSION	27Z1701	016350
1	DELL	COMPUTER - CPU PC	DIMENSION	HX11701	016352
1	DELL	COMPUTER - CPU PC	DIMENSION	DRXZ601	016354
1	DELL	COMPUTER - CPU PC	DIMENSION	FC12701	016356
1	DELL	COMPUTER - CPU PC	DIMENSION	43Z1701	016358
1	DELL	COMPUTER - CPU PC	DIMENSION	84Z1701	016360
1	DELL	COMPUTER - CPU PC	DIMENSION	57Z1701	016362
1	ROCKWELL	PRESS DRILL	I7022	1639591	005126
1	HP	PRINTER - LASERJET	LASERJET 5	JPHK0335833	010141
1	APPLE	PRINTER - LASERJET	LW PRO	nb00289325	007623
1	GATEWAY	CPU W/MONITOR	E4200	0113997492	013677
1	GATEWAY	CPU W/MONITOR	E4200	00345845612	012172
1	GATEWAY	CPU W/MONITOR	E4200	0012833413	012360
1	GATEWAY	CPU W/MONITOR	E4200	0013165786	012960
1	HP	PRINTER - LASERJET	LJ3	NH512424	001583
1	HP	PRINTER - LASERJET	LJ4	jbj042091	001600
1	GATEWAY	CPU W/MONITOR	E4200	0017733963	014507
1	APPLE	CPU W/MONITOR	G3	B8263S4CTA	024003
1	APPLE	PRINTER - LASERJET	LWSELECT	m2008	024004
1	GATEWAY	CPU W/MONITOR	e3110	224554563	010925
1	HP	PRINTER - LASERJET	LJ4	jpbh003150	000373
1	HP	PRINTER - LASERJET	LJ5m	ushb066768	009284
1	HP	PRINTER - LASERJET	LJ4	usbc087283	006878
1	HP	PRINTER - LASERJET	LJ4PLUS	jgk242019	008104
1	AMERICAN RO	UNIVERSAL ROBOT	MC245	2541lm5684	023568
1	AMERICAN RO	ROBOT ARM	6 AXIS	mr6260-109	023569
1	MICROTEK	SCANNER	6400XL	S839003019	013498
1	GATEWAY	COMPUTER - CPU PC	E4200	0016013660	014192
1	GATEWAY	MONITOR - 17 INCH	EV730	MUL17108G0151106	023264
1	DELL	COMPUTER - CPU PC	DIMENSION	8PXZ601	016382
1	DELL	COMPUTER - CPU PC	DIMENSION	6HY1701	016188
1	GATEWAY	MONITOR - 19 INCH	VX900	G8F069232	011025
1	DELL	COMPUTER - CPU PC	DIMENSION	6NL0701	016028
1	GATEWAY	MONITOR - 17 INCH	EV700	MU17026CM9374	017058
1	HP	PRINTER - LASERJET	CLJ5M	JPHF175997	012000
1	SHARP	VCR	XA605A	708722622	-----
1	SHARP	VCR	XA505	510725805	-----
1	SHARP	VCR	XA305	11326684	006136
1	PANASONIC	VCR	AG1350P	C4TB01712	-----
1	SHARP	VCR	XA605A	801729431	-----
1	SHARP	VCR	XA305	11326514	006557
1	SONY	VCR	SLUN88	2D0200986	-----
1	SHARP	VCR	XA505	510725477	-----
1	SHARP	VCR	XA905	104719135	017665
1	SHARP	VCR	XA505	510725474	-----

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	SHARP	VCR	XA505	510725463	-----
1	PANASONIC	VCR	AG1350	C4TB00974	018583
1	SHARP	VCR	XA305	106333003	006340
1	PIONEER	CD PLAYER	XA305	106333003	006876
1	SHARP	VCR	XA505	510725479	-----
1	SONY	VCR	SLVN88	2D0202354	018577
1	SONY	VCR	SLVN88	2D0267862	018579
1	SHARP	VCR	XA505	510725370	-----
1	SHARP	VCR	XA505	510725370	-----
1	SHARP	VCR	XA505	510725464	-----
1	SHARP	VCR	XA605	510725804	-----
1	SHARP	VCR	XA505	510725412	-----
1	SHARP	VCR	XA605	607714715	008720
1	SHARP	VCR	XA605	607714815	-----
1	SHARP	VCR	XA605	607714736	-----
1	SHARP	VCR	XA605	607714462	-----
1	SHARP	VCR	XA505	607714350	-----
1	HP	SCANNER	C5110A	SG7BJ110QB	-----
1	CANON	FAX	B640	YKK03066	-----
1	BROTHER	TYPEWRITER	ML300	E3E595726	-----
1	HP	PRINTER	1200C	USA3908919	006959
1	SHARP	FAX	F04900	B664	005466
1	GATEWAY	LAPTOP	SOLO2100	6973622	009338
1	HP	PRINTER	33449A	2945J69342	001583
1	GATEWAY	MONITOR	CPDGF200	8030921	009475
1	GATEWAY	MONITOR	EV700	M15416432436	010926
1	SMITHCORP	TYPEWRITER	NAIHH	7229686	-----
1	HP	SERVER	FA420	440495	002344
1	GATEWAY	MONITOR	CPDGF250	8075400	-----
1	GATEWAY	MONITOR	CPDGF250	8064929	-----
1	GATEWAY	MONITOR	CPDGF250	8070530	-----
1	SHARP	FAX MACHINE	UX460	7124508	-----
1	PACARDBE	PRINTER	1412SL	TGMN51052676	-----
1	HP	PRINTER	C2001A	JPBX020142	006875
1	IBM	MONITOR	25001	88A2253	005875
1	HP	SCANNER	5P	SG7161214C	-----
1	HP	SCANNER	5P	SG716120HD	-----
1	-----	MEASURING TABLE	MI761	11571M1761	-----
1	EPSON	PRINTER	P930A	3HR0096419	011910
1	HP	PRINTER	8700CXT	US6C111019	010116
1	GATEWAY	MONITOR	EV700A	17014D663759	-----
1	HP	SCANNER	C9880A	CN1C3AC1SD	-----
1	GATEWAY	MONITOR	VX900	T8J003639	-----
1	HP	PRINTER	500	US2C3120MN	012803
1	HP	PRINTER	C1676A	USA3908919	006959
1	SHARP	FAX MACHINE	F04900	548441	005466
1	EPSON	PRINTER	P110A	A6R1551643	012786
1	EPSON	PRINTER	P930A	3HR0096412	011926
1	EPSON	PRINTER	P320A	DQQK327959	018765
1	EPSON	PRINTER	P156A	CMR1457016	-----
1	HP	SCANNER	C7680A	CN07T180F6	-----
1	HP	SCANNER	C7680A	CN07L171FB	-----

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	HP	SCANNER	C5110A	SG716120HB	-----
1	HP	SCANNER	C6260A	SG77N1407Z	011251
1	EPSON	PRINTER	P110A	A6R1551654	012778
1	EPSON	PRINTER	P156A	CMR1174063	-----
1	EPSON	PRINTER	B161B	FAWY013310	022699
1	EPSON	PRINTER	P930A	3HR0096396	011902
1	EPSON	PRINTER	P930A	3HR0096382	011898
1	EPSON	PRINTER	P110A	A6R1551644	012766
1	EPSON	PRINTER	P320A	DQQY090969	016768
1	EPSON	PRINTER	P320A	DQQY088494	016766
1	NEWBURY	ANALYZER	HI-30RS	7I43730567	-----

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-9-c

Date: August 29, 2006

Subject: Surplus Property - Donation

Background: Education Code Section 81450 permits the Board of Trustees to declare District property as surplus if the property is not required for school purposes; is deemed to be unsatisfactory or not suitable for school use; or if it is being disposed of for the purposes of replacement. The District has determined that the property on the attached list does not exceed the total value of \$5,000 and is requesting the property to be donated to two non-profit organizations.

Recommended Action: It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; (2) find that the property does not exceed the total value of \$5,000; and (3) authorize the property to be donated to the Fender Museum of Music and Arts and the JFK High School to meet technology needs in their classrooms.

Salvatore G. Rotella
Chancellor

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

SURPLUS PROPERTY

EQUIPMENT

Plotter Computer
HP DJ450c

Asset Tag #

016168

Donate to the JFK High School for use in providing technology in classrooms and labs.

EQUIPMENT

6 Computers
Dell Dimension XPS B800

6 Monitors
Dell M991

Asset Tag #

Asset Tag #

016168	013990
016154	014566
016112	014965
016703	016203
016202	016197
016028	016015

Donate to the Fender Museum of Music and the Arts for use in providing technology in classrooms and labs.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-1

Date: August 29, 2006

Subject: 2005-2008 RCCD Transfer Center Plan

Background: Presented for the Board's review and consideration is Riverside Community College District's Transfer Center Plan 2005-2008. The Transfer Plan was developed by the Riverside Community College District Transfer Advisory Committee during 2005-06. The document was discussed on November 30, 2005, when over 30 RCCD students, staff, faculty, and administrators discussed strategies and activities to be incorporated into the plan. The information was compiled and a draft sent to all members of the Transfer Advisory Committee asking for input and feedback regarding the Transfer Plan Draft.

The document, which includes institutional research data, was reviewed, discussed, and approved on March 8, 2006. The 2005-2008 Transfer Center Plan will help map the future transfer initiatives throughout the District and provide a foundation to support and increase the District's transfer efforts.

Recommended Action: It is recommended that the Board of Trustees approve the 2005-2008 Transfer Center Plan.

Salvatore G. Rotella
Chancellor

Prepared by: Ellen Brown-Drinkwater
Counselor
Daniel Martinez
Associate Director, Institutional Research

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TRANSFER CENTER PLAN 2005 - 2008

RCCD MISSION STATEMENT

The Riverside Community College District (RCCD) is an accessible, comprehensive community college committed to providing an affordable post-secondary education, including student services and community services, to a diverse student body. The District provides transfer programs paralleling the first two years of the university offerings, pre-professional, career preparation, and occupational and technical programs leading to the associate of arts degree, the associate of science degree, and a variety of certificates. In the transition of the general education, the liberal arts and sciences and the occupational and technical programs and courses prepare students for intellectual and cultural awareness, critical and independent thought, and self-reliance. Consistent with its responsibility to assist those who can benefit from post-secondary education, the District provides pre-college, tutorial, and supplemental instruction for under-prepared students. The District works in partnership with other educational institutions, businesses, industry, and community groups to enhance the quality of life and the internal harmony of the communities it serves. The District serves Western Riverside County from three interrelated campuses in the cities of Riverside, Norco and Corona, and Moreno Valley.

COUNSELING DEPARTMENT MISSION STATEMENT

The mission of the Counseling Department at Riverside Community College District is to foster and promote the intellectual, emotional, social, and cultural development of students by offering a wide range of counseling, career consultation, transfer readiness, training and educational services. These services help students resolve personal difficulties and acquire the skills, attitudes, abilities, and knowledge that will enable them to take full advantage of their college experience and be successful. We support the academic goals of the District through consultation and collaboration with faculty, staff, and campus organizations. We seek to foster intercultural competence promoting awareness and empathy within a multicultural environment.

TRANSFER CENTER MISSION

The mission of Riverside Community College District Transfer Centers is to increase the transfer function and to increase the number of students prepared for transfer to baccalaureate-level institutions through coordination of college transfer efforts, with an emphasis on the preparation and transfer of underrepresented students, including disabled students, low-income students, first generation college students, and other groups of students underrepresented in the transfer process.

DISTRICT GOALS:

1. Improve student retention and success by strengthening certificate, degree, and transfer programs and by establishing new programs and course sequences that lead students to opportunities for transfer education and career preparation.
2. Ensure that the resources of the District support an effective learning process and ensure accountability by measuring and reporting on institutional effectiveness.
3. Utilize advances in information technologies to improve effectiveness of instruction, services, and administration.
4. Improve the capability for economic development and community services by strengthening partnerships with other educational institutions, businesses, labor, and government to enhance seamless educational opportunity and continuity for students.
5. Tailor programs and services to meet the needs of the students and communities served by the three-campus District.
6. Increase the college-going rate in the area by reaching out to underrepresented and underserved populations and designing programs, services, and approaches relevant to the diverse segments of the community.

COUNSELING DEPARTMENT GOALS:

1. Serve underrepresented and underserved populations by providing appropriate courses and counseling services based on understanding of differences among the populations we serve. (District Goal 6)
2. Increase knowledge and skills of counseling staff through continuous collaboration amongst faculty, and to offer adequate professional development opportunities for all counselors. (District Goals 1, 2, and 3)
3. To ensure program effectiveness we must develop a continuous cycle of monitoring and evaluating our guidance courses through collection and compilation of data in collaboration with RCCD Research Department. (District Goal 2)
4. Become a valued department throughout RCCD and the community and to be recognized as an integral factor in student retention and success. (District Goal 2 and 4)
5. Stay abreast of current and changing technologies to improve effectiveness of instruction, services, and counseling practices. (District Goal 3)

TRANSFER CENTER GOALS:

1. Coordinate college transfer efforts to provide quality transfer services, programs, and activities that support student success and retention. (*District Goals 1,3,5/Counseling Goals 2,5*)
2. Increase the number of students who choose to transfer and who are prepared to transfer, and ensure the inclusion of low-income, disabled, and first generation college students. (*District Goals 1,5,6/Counseling Goal 1*)
3. Work collaboratively with campus governing boards, administrators, academic senates, university representatives, and campus programs to ensure that quality transfer services are available to students throughout RCCD. (*District Goals 3,4,5,6/Counseling Goals 2, 4*)

4. Develop a continuous cycle of monitoring and evaluating District transfer services through collection and compilation of data in collaboration with RCCD Research Department. (*District Goal 2/Counseling Goal 3*)

MAJOR TRENDS IMPACTING COUNSELING AND TRANSFER EFFORTS (*Findings based on Environmental Scan*)

- Riverside and San Bernardino Counties are among the fastest growing counties in the state.
- Riverside County population estimated at or a little over 800,000 presently, and is consistently growing.
- In contrast to California, Riverside County has had a 45% domestic migration which affects consistency in educational opportunities for students.
- The 18-24 year old cohort will continue to grow.
- The rate of high school graduation in our areas has decreased. Fewer students are eligible for the universities.
- An influx in vocational areas (RN, general secretaries, teacher aides, health care paraprofessionals, LVN, welders and cutters, EMT, and dental hygienists).
- Growth of information technology jobs in the Inland Empire will be a function largely of the area labor force, much of which is trained by RCCD.
- Culture and environment will affect the lives of students attending RCCD. Values, lifestyles, family formation, and other factors affecting the quality of life; transportation, crime, air and water quality, childcare and the like can be expected as the District's service area population grows and the community becomes more multicultural. **THESE FACTORS WILL IMPACT HOW WELL INDIVIDUALS WILL BE ABLE TO LEARN AT RCCD.**
- Ever changing technology.

STATEWIDE BARRIERS FOR STUDENTS IN THE TRANSFER PROCESS

(*Cited by Transfer Center Directors; ranked by frequency of response, report dated March 2002*)

Major Category	Statewide Barriers:	Current RCCD Status:
Student-Related	<ul style="list-style-type: none"> ▪ Level of academic skills and/or preparation ▪ Transportation, housing, child care, family support ▪ Lack of understanding of the transfer process ▪ Changing goals/major 	<ul style="list-style-type: none"> ▪ Current RCCD assessment test results indicate that 41.6% of students being tested are entering Reading 81, 47.9% of students tested are entering into English 60AB, and 38.4% are entering Math 51. <i>According to a study done by RCCD. Institutional Research, "The Place of Basic Skills at RCCD: Informational Context" of 1,448 students in English 60A (Fall 98), only 89 (6%) successfully completed English 1A (October 04). Of 1,974 students in Math 51 in (Fall 98), only 6 (.3%) successfully completed Math 35 (October 04).</i> *According to research from the Chancellor's Office, academic preparedness is the biggest factor to affect transfer rates.
Academic	<ul style="list-style-type: none"> ▪ Insufficient course offerings ▪ Course scheduling 	<ul style="list-style-type: none"> ▪ Limited basic skills offerings to meet demand. ▪ Riverside Campus is currently looking at scheduling to meet students' needs.

	<ul style="list-style-type: none"> ▪ Course difficulty ▪ Lack of faculty involvement 	<ul style="list-style-type: none"> ▪ Faculty involvement through the Transfer Advisory Committee is needed to expand and include more disciplines.
Transfer Center Operations	<ul style="list-style-type: none"> ▪ Lack of adequate staffing ▪ Information (availability and accuracy) ▪ Inadequate budget ▪ Inadequate facilities/equipment 	<ul style="list-style-type: none"> ▪ Need to analyze number of students served and staffing at the three campuses. ▪ Need to ensure that centers are open during the hours of other services. ▪ Continue to provide accurate information to students. ▪ Budgets need to be addressed in plan – allocations and needed materials. ▪ Evaluation of facilities, best use of space is needed on all three campuses.
Four-Year Institutions	<ul style="list-style-type: none"> ▪ Geographic distance ▪ Admission process/policies ▪ Insufficient representative visits ▪ Admission limits (capacity) 	<ul style="list-style-type: none"> ▪ All three campuses have great geographic locations near various public and private universities. ▪ University representative visits have declined in the past year due to budget constraints – there is a need to establish partnerships and continue to provide this service at all three campuses.
Financial Aid	<ul style="list-style-type: none"> ▪ Perception of need ▪ Complicated process/lack of information 	<ul style="list-style-type: none"> ▪ RCCD Student Financial Services has a tremendous outreach and advertising campaign throughout the District to encourage and help students through workshops, individual appointments, and general information. ▪ Student Financial Services provides information to students at most transfer events. ▪ Student Financial Services works collaboratively with the Transfer Center to provide workshops to students.
Articulation	<ul style="list-style-type: none"> ▪ Lack of general articulation (volume) ▪ Lack of major preparation articulation 	<ul style="list-style-type: none"> ▪ The biggest area of concern is the lower division transfer pattern (LDTP) which is currently being developed between the UCs and the community colleges. This information needs to be articulated, put on ASSIST, and provided to counselors. ▪ Articulation for IGETC and CSU certification which shows dates of approved courses.
Data/information	<ul style="list-style-type: none"> ▪ Lack of student tracking ▪ Transcript information (need for electronic transcripts) 	<ul style="list-style-type: none"> ▪ Need to work with Institutional Research to collect and analyze data that impacts student success in the transfer process throughout RCCD.
Administration	<ul style="list-style-type: none"> ▪ Transfer not an institutional priority 	<ul style="list-style-type: none"> ▪ During the 2005-06 year there has been active participation from administration throughout the District with the transfer efforts. Administrative representation is present at all Transfer Advisory Committee meetings. ▪ Budget allocation and support of transfer efforts through District student services during the 2005-06 academic year.

(Cited by Transfer Center Directors; ranked by frequency of response, report dated March 2002)

MAJOR DEVELOPMENTS IN TRANSFER CENTER OPERATIONS 2000-2005

The Transfer Center serves as the focal point for transfer activities and is designed to strengthen the transfer function throughout RCCD by assisting students through the transfer process. It is our goal to empower students to take charge of their future through planning, research, utilization of Transfer Center resources, and ongoing collaboration with staff throughout their RCCD education.

The governing board of each community college district shall recognize transfer as one of its primary missions, and shall place priority emphasis on the preparation and transfer of underrepresented students, including disabled, low-income students, first generation college students, and other groups of students historically and currently underrepresented in the transfer process. [Title 5: Section 51027. Transfer Centers: Minimum Program Standards.]

RCCD recognizes transfer as one of its primary missions, and places an emphasis on the preparation and transfer of underrepresented student populations. The college transfer function is clearly conveyed in the catalog, class schedules, newsletters, and in the descriptions of many of the student services programs available at RCCD. It is clearly stated in the District Mission Statement as well as the Counseling Mission Statement.

Each community college district governing board shall direct the development and adoption of a transfer center plan describing the activities of the transfer center and the services to be provided to students, incorporating the provisions established in these standards, as outlined below. Plans shall identify target student populations and shall establish target increases in the number of applicants to baccalaureate institutions from these populations, including specific targets for increasing the transfer applications of those underrepresented among transfer students. Plans shall be developed in consultation with baccalaureate college and university personnel as available. [Title 5: Section 51027. Transfer Centers: Minimum Program Standards]

Riverside Community College District's Transfer Center Plan was developed by the Transfer Advisory Committee during the 2005-06 year and submitted to the Board for approval during Spring 2006. The plan incorporates the following five areas (Title V: Minimum Program Standards): required services, facilities, staffing, advisory committee, and evaluation and reporting throughout the action plan for improvement.

RCCD TRANSFER CENTER ACTION PLAN FOR IMPROVEMENT

GOAL 1: *Coordinate college transfer efforts to provide quality transfer services, programs, and activities that support student success and retention. (District Goals 1,3,5/Counseling Goals 2,5)*

Title 5 Minimum Program Standard:	Activities:	Person Responsible:	05/06	06/07	07/08	Evaluation:
Ensure that students receive accurate and up-to-date academic and transfer information through coordinated counseling services.	◆ In collaboration with Student Equity, Honors, Title V, Financial Aid, Puente, DSPS, and other campus specific programs, plan and provide field trips during each academic year during the spring semester.	Transfer counselor, educational advisors			→	Student sign-in sheet and record keeping, purchase order and receipt of services
	◆ Continue to meet with special programs and student services units to develop plans to assist them to meet the needs of their student populations in regards to transfer.	Transfer counselor			→	Agendas, minutes, SARS grid
	◆ Work with Honors to provide application workshops, transfer information workshops, utilizing ASSIST, etc., based on need.	Honors coordinator, ed. advisors, transfer counselor			→	SARS grid, Transfer Center database of presentations and dates presented
	◆ Encourage students to attend workshops in writing lab with Honors faculty when working on personal statements for the UC application.	Honors coordinator RCCD counselors, transfer counselor			→	Sign-in sheets
	◆ Require Honors students to have an SEP during the first semester of program.	Honors coordinators/ counselors			→	SARS data system, records of Honors coordinator
	◆ Coordinate with Teacher Prep to provide workshops district-wide during fall and	Educational			→	Sign-in sheets, SARS

	<p>spring.</p> <ul style="list-style-type: none"> ◆ Coordinate with financial aid to present financial aid and the transfer student workshop district-wide. Workshops to be offered during fall and spring semesters. ◆ All first time students are provided transfer information through mandated orientation. ◆ Increase advertising by developing a transfer brochure, placing information tables at Lovekin and in front of Admissions, making phone calls to students, and hosting an Open House with refreshments in fall. ◆ Initiated a student worker training for Transfer Center Fall 2005. Will be implemented at Norco/MoVal for Fall 2006 training program. ◆ Hold a variety of workshops in the Transfer Centers to provide students and classes with transfer information and informing them of resources and programs available to help them be transfer ready. ◆ Send faculty email updates of upcoming transfer events and services available during each full term semester. ◆ Provide faculty with sample assignment to encourage student participation in Fall 	<p>advisors, Teacher Prep counselor</p> <p>Educational advisors, financial aid counselors</p> <p>Counselors</p> <p>Transfer counselor and educational advisors</p> <p>Transfer counselor and educational advisors</p> <p>Educational advisors and faculty</p> <p>Transfer counselor and educational advisors</p> <p>Transfer counselor</p>				<p>Copies of agendas and sign-in sheets</p> <p>SARS, PowerPoint presentation</p> <p>Brochure distribution</p> <p>Agendas, minutes, sign-in sheets</p> <p>SARS data</p> <p>Copies of emails</p> <p>Assignment handouts</p>
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	<p>Transfer Day. Develop list of questions that students might ask the representatives.</p> <ul style="list-style-type: none"> ◆ Implement Transfer Recognition Wall of Fame for those students who bring in their transfer acceptance letter. ◆ Develop and implement a Student Services Flex Workshop in fall: financial aid, counseling, EOPS, clubs, etc. ◆ Increase collaboration with DSPS counselors and staff – plan bi-annual meeting to discuss strategies to increase DSPS transfer rates. 	<p>and educational advisors</p> <p>Transfer counselor and educational advisors</p> <p>Deans of Student Services</p> <p>Transfer counselor and DSPS staff</p>				<p>Transfer Center wall with students' pictures</p> <p>Sign-in sheets, evaluations, and agendas</p> <p>Agendas and sign-in sheets</p>
<p>Provide a resource library of college catalogs, transfer guides, articulation information and agreements, applications to baccalaureate institutions, and related transfer information.</p>	<ul style="list-style-type: none"> ◆ Annual inventory of Transfer Center resources and identify areas of need on all campuses. ◆ Maintain inventory records through database. ◆ Evaluate accessibility of reference materials at each site and submit remodel requests as needed. 	<p>Ed Advisors</p> <p>Ed Advisors</p> <p>Transfer Counselor/Ed Advisors</p>				<p>Database records, remodel plans, and updated inventory.</p> <p>Inventory Records</p> <p>Remodel Request Forms</p>
<p>Ensure the provision of academic planning for transfer, the development of TAAs, course to course articulation and major articulation agreements.</p>	<ul style="list-style-type: none"> ◆ Send letter to students who have successfully completed 15 transferable units and have not seen a counselor to make an appointment to develop SEP in fall 2006. Maintain database of those students for follow-up 	<p>Transfer Centers</p>				<p>Documentation of letter, database management</p>

GOAL 2: Increase the number of students who choose to transfer and who are prepared to transfer, and ensure the inclusion of low-income, disabled, and first generation college students. (District Goals 1,5,6/Counseling Goal 1)

Title 5 Minimum Program Standard:	Activities:	Person Responsible:	05/06	06/07	07/08	Evaluation:
Identify, contact, and provide transfer support services to students.	<ul style="list-style-type: none"> ◆ Develop and maintain data management system to identify students with transfer as their goal and then to send out announcements of transfer events and workshops, beginning fall 2006. 	Educational advisors and Information Services			→	Database records
	<ul style="list-style-type: none"> ◆ Work collaboratively with programs in Student Equity, Puente, DSPPS, Honors, and Title V programs to provide activities and workshops to increase transfer readiness with these students. Develop survey to ensure needs are met with workshop objectives. 	Program coordinators, transfer counselor, educational advisors			→	TCC sign-in records
	<ul style="list-style-type: none"> ◆ Develop bi-annual newsletter to send prior to fall and spring semesters to highlight upcoming events. 	Transfer counselor and educational advisor			→	Distribution of newsletter
	<ul style="list-style-type: none"> ◆ Develop a timeline of activities to identify services needed to increase transfer readiness and rate. 	Transfer advisory committee and student reps			→	Minutes and development of timeline
	<ul style="list-style-type: none"> ◆ Develop transfer mentor program by requesting transfer students' emails – enabling them to be contacted and to serve as mentor for future transfer students. Create survey for those students who have successfully transferred – what works? 	Educational advisors			→	Database management
	<ul style="list-style-type: none"> ◆ Implement transfer club/student advisory committee 	Transfer counselor, educational advisors, and			→	Club minutes

		students				
	<ul style="list-style-type: none"> ◆ Develop survey to be administered in the Transfer Center. Send with graduation application to evaluate programs and services offered through the Transfer Centers. ◆ Advertise and promote transfer recognition ceremony by including flier with graduation application notification from Evaluations. 	<p>Transfer counselor and Evaluations staff</p> <p>Transfer counselor</p>			→	<p>Survey results</p> <p>Flyer documentation</p>
Assist students in the transition process, including timely completion and submittal of necessary forms and applications.	<ul style="list-style-type: none"> ◆ Develop yearly planning calendar of dates and deadlines to ensure workshops are planned and organized to meet student deadlines. ◆ Update and maintain web page for transfer and increase information available through the web. 	<p>Educational advisors and transfer counselor</p> <p>Coordinator, educational advisors, and technical help</p>			→	<p>Calendar</p> <p>Web page updates</p>
Ensure provision of academic planning for transfer, the development and use of TAAs, course to course articulation and major articulation agreements.	<ul style="list-style-type: none"> ◆ Increase advertisement of Transfer Admission Agreements (TAAs), include in school newspaper in the fall along with flyers distributed to various student service units and collaborative programs on campus. ◆ Present TAA information to counseling staff at fall flex day; discipline meetings. ◆ Develop information flyer to send to all staff for clarification of TAA procedures, summer 2006. ◆ Schedule workshop for students early in 	<p>Educational advisors and student workers in Transfer Centers</p> <p>Transfer counselor</p> <p>Transfer counselor</p> <p>Transfer counselor</p>			→	<p>Documentation, pictures of events</p> <p>Agenda, minutes</p> <p>Distribution of flyer, documentation</p> <p>Calendar of events,</p>

	summer 2006 about TAAs, filling out the application, help with personal statement.					sign in sheets, PowerPoint presentations.
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GOAL 3: <i>Work collaboratively with campus governing boards, administrators, academic senates, university representatives, and campus programs to ensure that quality transfer services are available to students throughout RCCD. (District Goals 3,4,5,6/Counseling Goals 2, 4)</i>						
Title 5 Minimum Program Standard:	Activities:	Person Responsible:	05/06	06/07	07/08	Evaluation:
An advisory committee shall be designated to plan the development, implementation and ongoing operations of the transfer center(s). Membership shall be representative of campus departments and services. Baccalaureate institution personnel shall be included.	◆ Advisory Committee re-established fall 2005.	Transfer counselor			→	Agenda, minutes, and advisory committee membership form
Development of Transfer Plan and adoption of such plan by the Board of Trustees.	◆ Develop RCCD Transfer Center plan in collaboration with advisory committee and present to Board during spring 2006	Vice Chancellor Student Services and transfer advisory committee reps			→	Transfer Center Plan
Transfer recognized by Board of Trustees as one of the District's primary missions.	◆ Included in the District Mission Statement	District planning			→	District Strategic Plan, Mission, and Goals.
	◆ Designate a counselor at each site to assist with transfer presentations and to support educational advisors in transfer centers.	Vice Chancellor Student Services and Deans of Student Services			→	Workshop sign-in sheets and SARS data/appointment management system.
Ensure that students receive accurate and up-to-date academic and transfer information through	◆ The Transfer Center works in collaboration with and as a part of the Counseling Depart. All counselors provide transfer information and educational planning to students.	Counselors			→	SARS data management and discipline meeting agendas

<p>coordinated counseling services.</p>	<ul style="list-style-type: none"> ◆ Ensure that articulation occurs between the CSUs and RCCD regarding the MOU about the consistent LDTP for all CSUs and CCs. ◆ Continue to expand articulation efforts and to work with disciplines when major courses are not articulated as lower division. ◆ Provide counseling information and overview of transfer services at dept. mtgs. Fall 2006 send letters to dept. chairs to inquire about presenting counseling and transfer info & serv. at fall mtg. ◆ Annual presentation to Academic Senate and Curriculum Committee highlighting counseling services and transfer services and programs. ◆ Provide classroom presentations about Transfer Center services and activities. ◆ Design posters/SEP sheets to laminate and post in all classrooms encouraging students to make an appointment with a counselor. 	<p>Articulation Officer</p> <p>Articulation Officer, Counselor</p> <p>Counselors, Ed. Advisors</p> <p>Transfer counselor</p>	<p>→</p> <p>→</p> <p>→</p> <p>→</p> <p>→</p>	<p>Updated articulation & information disseminated to counselors at dept. mtgs.</p> <p>Articulation summaries</p> <p>SARS grid, presentations and agenda</p> <p>Agenda and minutes from Senate meeting</p> <p>SARS grid</p> <p>Postings in classrooms</p>
<p>Space and facilities adequate to support the Transfer Center and its activities. This location should be readily identifiable and accessible to students, faculty and staff.</p>	<ul style="list-style-type: none"> ◆ Request remodel of Transfer Centers District-wide to ensure adequate space for university representatives, center workshops and activities. ◆ Develop sub-committee to evaluate District-wide Transfer Center resources, services, personnel, and budgets to propose plan for implementation as separate colleges in 2008. 	<p>Transfer counselor and educational advisors</p> <p>Vice Chancellor Student Services and committee representatives</p>	<p>→</p> <p>→</p>	<p>Remodel request documentation</p> <p>Transfer proposal for separate colleges</p>
	<ul style="list-style-type: none"> ◆ 			

Clerical support shall be provided for the Transfer Center and college staff shall be assigned to coordinate the activities of the Transfer Center, and to serve as a liaison to articulation, student services, instructional programs and personnel from baccalaureate institutions.	<ul style="list-style-type: none"> ◆ Spring 2006 evaluate budget and staffing at Transfer Centers to ensure personnel for coverage when other services open for student access. ◆ Develop sub-committee to evaluate District-wide Transfer Center resources, services, personnel and budgets to propose plan for implementation as separate colleges in 2008. 	Deans of Student Services and transfer counselor				→	Agenda and minutes
						→	Transfer proposal for separate colleges

<p>In cooperation with baccalaureate institution personnel develop and implement a schedule of services for transfer students.</p>	<ul style="list-style-type: none"> ◆ Throughout the District provide university application and personal statement workshops prior to application filing periods. 	Educational advisors, university representatives and transfer counselor				SARS data system
	<ul style="list-style-type: none"> ◆ Coordinate with university representatives to provide workshops to address student needs specific to each RCCD college. 	Educational advisors				Calendar of events
	<ul style="list-style-type: none"> ◆ Increase advertisement about university representative visits and individual appointments for students. 	Educational advisors				SARS comparison
	<ul style="list-style-type: none"> ◆ Monthly calendar of Transfer Center activities and university representative visits available via web fall 2006. 	Educational advisors and transfer counselor				Annual reporting
	<ul style="list-style-type: none"> ◆ Invite university representatives to various counseling meetings to share updated information regarding the UC/CSU/and private institutions, including LDTP updates. 	Transfer counselor and department chair				Counseling agendas and minutes
	<ul style="list-style-type: none"> ◆ Work with university representatives to develop classroom presentations regarding transfer and then offer them to faculty on sign up basis. 	Faculty, transfer counselor and university representatives				SARS data

GOAL 4: *Develop a continuous cycle of monitoring and evaluating District transfer services through collection and compilation of data in collaboration with RCCD Research Department. (District Goal 2/Counseling Goal 3)*

Title 5 Minimum Program Standard:	Activities:	Person Responsible:	05/06	06/07	07/08	Evaluation:
<p>The transfer plan shall include a plan of institutional research for ongoing internal evaluation of the effectiveness of transfer efforts and achievement of Transfer Center plan.</p>	<ul style="list-style-type: none"> ◆ The IR office will work with the Transfer center to develop a research plan to include data collection techniques and regular reporting. 	Associate Director, Institutional Research			→	Advisory committee agenda and minutes with Board meeting minutes August 2006.
	<ul style="list-style-type: none"> ◆ Develop RCCD Transfer Center plan in collaboration with advisory committee with representation from Institutional Research. 	Transfer advisory committee			→	2005/06 year, Board minutes
	<ul style="list-style-type: none"> ◆ Develop continuous cycle to analyze and review data to guide program direction. 	Institutional Research			→	Transfer Center plan
	<ul style="list-style-type: none"> ◆ Evaluate District's Transfer Center record keeping and formulate plan for consistency throughout the District. 	Educational advisors and transfer counselor			→	Evaluate spring 2006 and implemented fall 2006
	<ul style="list-style-type: none"> ◆ Utilize survey collecting transfer data to be attached to graduation application and transcript request – with statement to bring completed survey to Transfer Center to claim prize. 	Transfer counselor			→	Analyze survey results advisory committee minutes
	<ul style="list-style-type: none"> ◆ Fall 2006 District to participate fully with the National Clearinghouse to provide meaningful, accurate transfer data. 	Dean Admissions			→	Dissemination of transfer data
<p>An annual report shall be submitted to California Community</p>	<ul style="list-style-type: none"> ◆ Action plans to be included in three-year District transfer plan to be developed 2005/06 and approved by the Board in 	Advisory committee	→			Transfer advisory minutes and Board of Trustees minutes

Colleges Chancellor's Office describing the status of the District's efforts to implement its Transfer Centers, achievement of transfer plan goals and expenditures.	summer 2006.				
	<ul style="list-style-type: none"> ◆ Annual report to be developed by transfer counselor and reviewed by vice-chancellor of Student Services. ◆ Develop a District-wide annual reporting form. 	Transfer Center counselor			Annual report documentation to the state Chancellor's Office.
Support the progress of transfer students through referral, as necessary, to instructional and student support systems.	<ul style="list-style-type: none"> ◆ Develop tracking system for referrals from counseling to support services. ◆ Utilize student ID cards for tracking in collaboration with student services. 	Transfer counselor & Inst. Research			Report documentation
		Associate Director, Institutional Research and transfer counselor			Implementation of tracking system and development of follow-up activities.
		Dean Admissions and transfer counselor			Tracking system data

Transfer Service Outcome: Report District-wide transfer readiness and transfer numbers for three consecutive years 2006, 2007, and 2008.				
Date:	Person Responsible:	Transfer #:	Ready #:	Analysis:
10/2006	Associate Director, Institutional Research			
10/2007				
10/2008				

Transfer Service Outcome: Increase the number of TAAs completed throughout RCCD each consecutive year, to be compiled November 30 in 2006, 2007, 2008 with data used for Chancellor's Year End Report.				
Academic Year:	Date:	Person Responsible:	# TAAs:	Analysis:
2005/06	11/2006	Transfer Counselor	63	This will serve as the base year for TAAs to compare with subsequent years.
2006/07	11/2007			
2007/08	11/2008			

Transfer Service Outcome: Students who place into English 50 or higher and Math 35 or higher will be sent a letter with transfer information and those students will enroll in transfer English and math courses within one year of initial enrollment date, thus increasing the number of students who enroll in transferable English and math courses during their first year of enrollment at RCCD.

Date:	# of Students Testing Into:				# of Students Enrolling In:			
	English 50:	English 1A:	Math 35:	Transferable Math:	English 50:	English 1A:	Math 35:	Transferable Math:
7/31/06								
7/31/07								
7/31/08								

1. Run list of students testing into classes on July 14 each summer prior to fall term.
2. Send letter with transfer information by July 31.
3. Check availability of courses on August 8 (the date for new students to enroll).

Student Outcome: Students in Title V, DSPS, Puente, Honors, and Student Equity programs will participate in a Transfer Center workshop to increase the number of students who are transfer prepared (TP1).

Progress towards transfer preparedness for those students who ARE NOT enrolled in transfer level English or math. (Those students who continued with English or math progression or enrolled the following semester winter or spring).						
	Fall 2006 Attended/DNA	July 2007 Attended/DNA	Fall 2007 Attended/DNA	July 2008 Attended/DNA	Fall 2008 Attended/DNA	July 2009 Attended/DNA
DSPS:						
Honors:						
Puente:						
Student Equity:						
Title V:						

Progress towards transfer preparedness for those students who ARE enrolled in transfer level English course. (Those students who were successful in completing their transfer level English course during fall semester.)						
	Fall 2006 Attended/DNA	July 2007 Attended/DNA	Fall 2007 Attended/DNA	July 2008 Attended/DNA	Fall 2008 Attended/DNA	July 2009 Attended/DNA
DSPS:						
Honors:						
Puente:						
Student Equity:						
Title V:						

	Progress towards transfer preparedness for those students who ARE enrolled in transfer level math course. (<i>Those students who were successful in completing their transfer level math course during fall semester.</i>)					
	Fall 2006 Attended/DNA	July 2007 Attended/DNA	Fall 2007 Attended/DNA	July 2008 Attended/DNA	Fall 2008 Attended/DNA	July 2009 Attended/DNA
DSPS:						
Honors:						
Puente:						
Student Equity:						
Title V:						

1. Workshops will be provided during fall semester each year by transfer counselor to increase knowledge of transfer preparation and to provide strategies and services available to assist students in being successful.
2. Institutional Research will analyze those participating in workshops and the number of them that are transfer prepared (TP1) and compare to those who did not participate.

WHAT EVIDENCE DO WE NEED TO TRACK OUR PROGRESS?

Institutional Research will conduct research to demonstrate acceptable measures of success outlined from the Chancellor’s Office: transfer readiness, transfer rate, transfer volume and goal completion throughout RCCD.

RCCD TRANSFER DEFINITIONS OF TRANSFER PREPARATION

RCCD Definitions

Transfer Prepared 1: First-time students* in fall 2000 who met the following criteria:

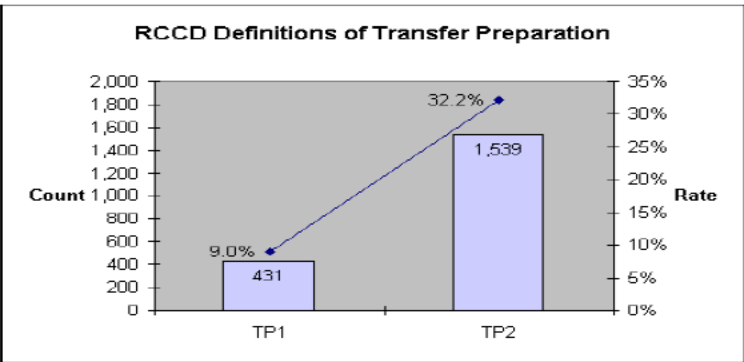
- Successfully completed transfer-level English course
- Successfully completed a transfer-level math course
- Completed 60 or more transferable units within 5 years* (spring 2005)

Transfer Prepared 2: First-time students* in fall 2000 who met the following criteria:

- Attempted transfer-level math or transfer level English
- Completed 12 or more units within 5 years* (spring 2005)

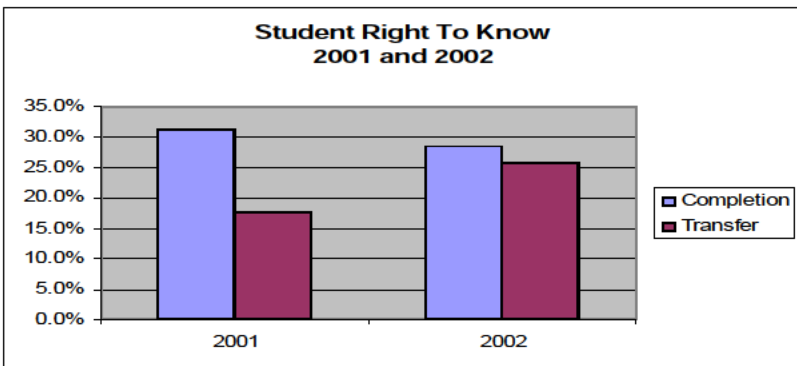
NOTES: These definitions should be 6 years, but the count of first-time students in fall 1999 was not useable. First-time students in fall 2000 were 4,809, but only 4,778 had a corresponding Datatel ID. The percentages are based on 4,778.

<i>First-time Student:</i>	4,778	
TP 1	431	9.0%
TP 2	1,539	32.2%



STUDENT RIGHT-TO-KNOW RATES/Fall 2001 Cohort

<i>Cohort:</i>	2001	2002
Completion	31.3%	28.6%
Transfer	17.6%	25.7%



Student Right-to-Know

Beginning in fall 2002, a cohort of all certificate, degree, and transfer seeking first time, full-time students were tracked over a three-year period. Their completion rate and transfer rates are listed above. These rates do not represent the success rates of the entire student population at the District nor do they account for student outcomes occurring after this three-year tracking period.

Based upon the cohort defined above, a Completer is a student who attained a certificate or degree or became ‘transfer prepared’ during a three year period, from fall 2002 to spring 2004. Students who have completed 56 transferable units with a 2.0 or better are considered ‘transfer prepared’. Students who transferred to another post-secondary institution prior to attaining a degree, certificate, or becoming ‘transfer-prepared’ during a five semester period, from spring 2002 to spring 2004, are transfer students.

PARTNERSHIP FOR EXCELLENCE REPORTS

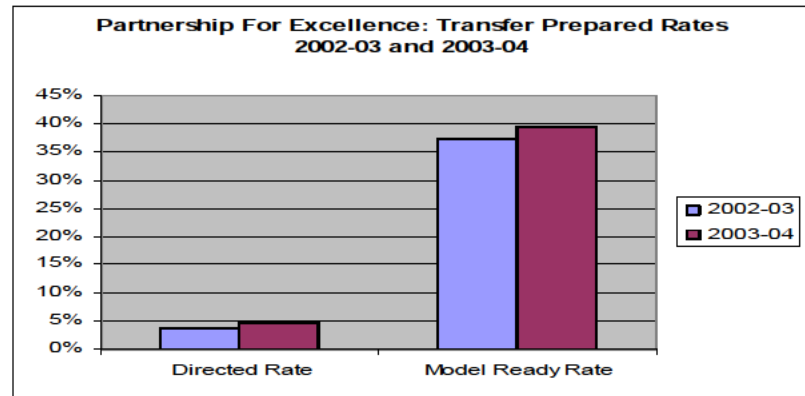
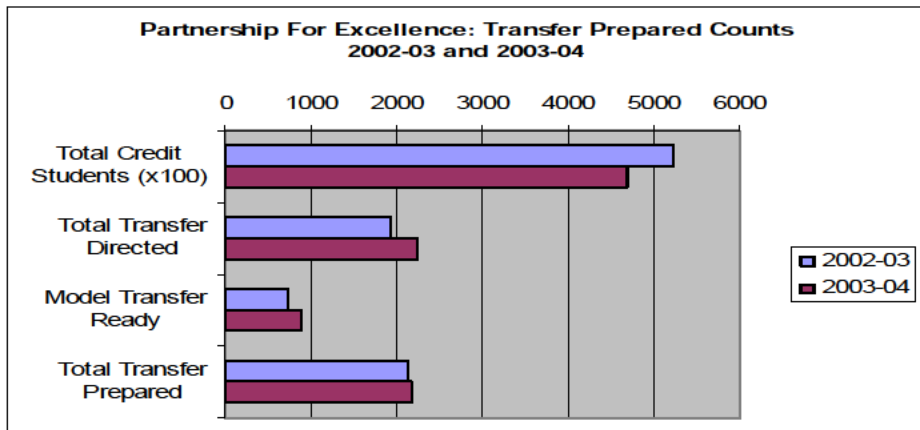
TRANSFERS				
Transfers	2001-02	2002-03	2003-04	2004-05
UC	279	328	*248	258
CSU	827	950	*777	1085
TOTAL:	1106 (5%)	1278 (16%)	1025 (-20%)	1343



**During 2003/04 the CSUs and UCs started to limit the intake of transfers. The transfer prepared figures indicate an increase each year, even in 03/04 despite the -20% that actually transferred. There was still an increase in the amount of students who were transfer ready.*

TRANSFER PREPARED				
	Total Credit Students	Total Transfer Directed	Model Transfer Ready	Total Transfer Prepared
2002-03	5,229.1	1,942	725	2,144
2003-04	4,680.0	2,243	884	2,187

TRANSFER PREPARED		
	Directed Rate:	Model Ready Rate
2002-03	3.71%	37.33%
2003-04	4.79%	39.41%



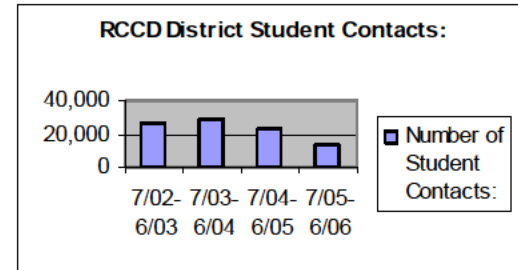
- Total credit students: count of all the students who had a Headcount Status (STD7) of A, B, C, D or E at sometime during the 03/04 academic year.
- Total transfer directed: students who enrolled in and earned a grade of "A", "B", "C" or "CR" in a transferable mathematics course and a transferable English course sometime between the summer term of 1998 and the spring term of 2004.
- Model transfer ready: students who were transfer directed and had earned 56+ transferable units with a minimum 2.00 GPA as of the spring term 2004.
- Total transfer prepared: all students who had earned 56+ transferable units with a minimum GPA of 2.00 as of the spring term 2004.
- Directed rate: total transfer directed/total credit students.
- Model ready rate: model transfer ready/total transfer directed.

CURRENT RESOURCES IN TRANSFER CENTER STAFFING:

RCCD Transfer Center works in conjunction with the Counseling department and works collaboratively with the Counseling staff. All counselors provide students with transfer information, transfer educational planning, and awareness of transfer support services and programs. The center staff consists of dedicated individuals who are committed to the students and community served. Personnel allocations to the transfer centers clearly make a significant difference to services offered which has a direct impact on student success and retention. There is 50% release time for one counselor to serve as Transfer Center coordinator for the District. There is one full time educational advisor at the Riverside campus, 50% educational advisor at the Norco and Moreno Valley campuses. There is a need to evaluate services, hours of operation, and personnel allocations at the three campuses.

RCCD Students Utilizing Transfer Center Resources

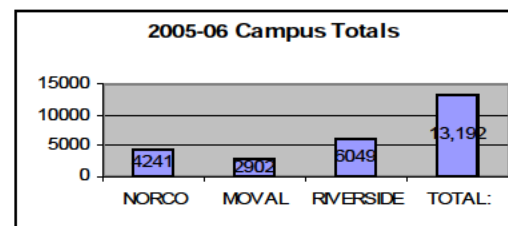
School Year:	7/02-6/03	7/03-6/04	7/04-6/05	7/05-6/06
Number of Student Contacts:	26,839	28,885	23,047	13,192



RCCD Campus Totals/Students Utilizing Transfer Center Resources

Number of Student Contacts:	NORCO	MOVAL	RIVERSIDE	TOTAL:
7/04 – 6/05	5168	3199	14,680	23,047
7/05 – 6/06	4241	2902	6049	13,192

The number of students accessing the Transfer Centers has declined from 02/03 to 04/05 due to a change of resources: limited tours, less college representatives, reduction of coordinator from full time to 50%, less transfer/career staff. In addition, during the 05/06 academic year, with this update of the Transfer Center plan, a change in reporting of data from Transfer Centers to promote consistency was a necessity. That change will be in effect during the 05/06 reporting cycle and will serve as a baseline for future numbers reported.



ANNUAL REPORTING/STUDENTS UTILIZING TRANSFER SERVICES 2005-2008

Student Contact:	2005/06 (7/05 to 6/06)				2006/07 (7/06 to 6/07)				2007/08 (7/07 to 6/08)			
	MoVal	Norco	Riv	Total	MoVal	Norco	Riv	Total	MoVal	Norco	Riv	Total
# students indicate transfer/ sign-in	1623	991	*207	2821								
# of students/transfer workshops	64	27	94	185								
# of students university rep. appts.	301	309	870	1480								
# of students at information tables	870	3	48	921								
# of students university visits/tours	20	180	38	238								
# of students/class visits to center	150	470	34	654								
# of students/TCC class presentations	338	0	24	362								
Total:	3366	1980	1315	6661								

(*05/06 The Riverside Campus was affected by remodeling efforts with no operating Transfer Center from April to June which affects number of student contacts for the year. Also, 05/06 sign-in sheets in District storage.)

RCCD TRANSFER CENTER COLLABORATIVE EFFORTS

PROGRAMS:	Current Efforts:	Suggestions to Increase Collaboration:
<p>ARTICULATION The articulation officer is responsible for developing formal, written agreements with four-year institutions that specify which Riverside Community College District classes may be transferred to meet general education, major requirements and electives. These agreements facilitate the successful transfer of students from RCCD to baccalaureate level colleges and universities.</p>	<p><i>RCCD's articulation officer is a member of the Counseling department and serves as the department chair for Counseling. She is very involved in all counseling services including Transfer Center activities and services.</i></p>	<ol style="list-style-type: none"> 1. <i>Develop articulation with all CSUs regarding the LDTP program.</i> 2. <i>Continue to articulate and update most common majors with local universities.</i>
<p>COUNSELING The Counseling departments throughout RCCD work in conjunction with the Transfer Centers and center staff members. All counselors participate in providing students with updated and accurate information regarding transfer and educational planning to meet their goals. The center does not operate in isolation but in collaboration with counseling.</p>	<p><i>The Counseling department continues to provide workshops, educational planning and updated and accurate transfer information to students.</i></p>	<ol style="list-style-type: none"> 1. <i>Develop presentation to present to governing boards indicating counseling services and programs including transfer center operations.</i>
<p>DISABLED STUDENT SERVICES A comprehensive program of support services to students with a documented disability. Students who have a hearing impairment, visual impairment, physical disability (permanent or temporary), or a learning disability are eligible for the services which are provided according to individual need.</p>	<p><i>Invited to participate on advisory committee, need to expand collaboration efforts to increase the number of disabled students eligible to transfer.</i></p>	<ol style="list-style-type: none"> 1. <i>Identify personnel to participate in Transfer Advisory Council.</i> 2. <i>Collaboration to provide necessary services to increase transfer rate of DSPS students.</i>
<p>HONORS PROGRAM The Honors program provides enriched educational experiences in the classroom and a community of students committed to achieving academic excellence. To complete the program, students must take and successfully complete 6 honors courses and maintain an overall GPA of 3.0.</p>	<p><i>Invited to participate in advisory committee, collaboration efforts with services for students to increase transfer readiness and provide services to those students in program. Collaboration with center and workshops offered through center and Honors program.</i></p>	<ol style="list-style-type: none"> 1. <i>Partnership with coordinators throughout the District with Transfer Centers to:</i> <ul style="list-style-type: none"> ✓ <i>Coordinate campus tours</i> ✓ <i>Coordinate workshops for transfer</i> ✓ <i>Offer personal statement workshops</i>
<p>PUENTE The Puente program is an academic and community leadership program to help students transfer to four-year colleges and universities. Puente is open to all students and is offered at all three campuses.</p>	<p><i>Invited to participate on advisory committee, collaboration efforts with services for students to increase transfer readiness and provide services to those students in their program.</i></p>	<ol style="list-style-type: none"> 1. <i>Continue coordination of campus tours and Transfer Center services.</i>
<p>STUDENT EQUITY Throughout RCCD there are programs in place to increase student success through connecting students with mentors, enriching academic programs, incorporate African American emphasis within the educational experience, increasing</p>	<p><i>Invited to participate on advisory committee, collaboration efforts with services for students to increase transfer readiness and provide services to those students in their program.</i></p>	<ol style="list-style-type: none"> 1. <i>Continue coordination of campus tours and transfer center services.</i> 2. <i>Develop research data to show increase in African American transfer rate.</i>

degrees earned, transfer rate, vocational skills training, and developing leaders.		
<p><i>STUDENT GOVERNMENT</i></p> <p>The student government is responsible for representing the social, political, and educational concerns of our students. The main purpose of student government is to provide student leaders with skills beyond what they learn in the classroom. Interpersonal communication, budget control, entrepreneurial skills, creativity, and activity planning are a few of the skills that our very active student leaders learn.</p>	<p><i>Invited to participate on advisory committee and would like to collaborate and work together to address any educational concerns of students in regards to transfer opportunities.</i></p>	<ol style="list-style-type: none"> <i>1. Develop Transfer/Student Advisory Committee.</i> <i>2. Calendar regular meetings and report at Transfer Advisory Committee meetings.</i>
<p><i>STUDENT FINANCIAL SERVICES</i></p> <p>The mission of the Student Financial Services office is to provide eligible students with financial assistance by providing support in applying for a variety of programs that will help them with their educational expenses.</p>	<p><i>Invited to participate on advisory committee, collaboration with department and provide student workshops to help in the transition process. Working together to address the needs of students indicating transfer as goal.</i></p>	<ol style="list-style-type: none"> <i>1. Dean of Financial Student Services provides active participation in advisory council.</i> <i>2. Representatives from Student Financial Services to provide services during transfer events.</i> <i>3. Workshops provided to increase financial aid awareness affecting transfer students.</i>
<p><i>TITLE V</i></p> <p>The Title V program throughout the District is designed to provide a successful transition from basic skills courses to college level. The following services are provided: an opportunity to build strong relationships with peers and faculty through learning communities; learning through classroom technology; faculty accessibility; assistance from tutors in the classroom; developing the skills for college success; career counseling for undecided majors; and counseling that will assist students in accomplishing their educational goals.</p>	<p><i>Invited to participate on advisory committee, collaboration efforts with services for students to increase transfer readiness and provide services to those students in their program.</i></p>	<ol style="list-style-type: none"> <i>1. Associate Dean of College Program Support provides active participation in Transfer Advisory Committee.</i> <i>2. Develop tracking system to identify services through Transfer Center for Title V students.</i> <i>3. Continue coordination of campus tours.</i>
<p><i>TRIO/STAR</i></p> <p>The Student Transfer and Academic Retention (STAR) program offers qualifying students a strong academic support system and learning community that will assist them in mastering their college transitions. The primary goal of the program is to increase the retention and graduations rates of students who are committed to transferring to a four-year institution by increasing their access and opportunity to higher education.</p>	<p><i>Will continue to keep the STAR program informed of all transfer activities; will invite to participate in Spring Transfer Fair; will collaborate to plan at least 1 workshop and 1 tour per semester.</i></p>	<ol style="list-style-type: none"> <i>1. Continue to work collaboratively with STAR/TRIO Programs and Transfer Center services.</i>

TRANSFER CENTERS BUDGET REVIEW/ANNUAL REPORTING 2004/05

OBJECT CODE:	NORCO	MOVAL	RIV	RCCD:	TOTAL:
1000 Academic Salaries (.5 Counselor/Transfer Coordinator)				41,573 (.5)	41,573
2000 Classified Employees	25,506 (.5)	23,106 (.5)	46,212 (1)	0	94,824
2000 Hourly	4,182	0	2,106	0	6,288
3000 Employee Benefits	9,554	8,684	15,774	16,253	50,265
4000 Supplies and Materials	1,575.82	0	2199	0	3,774.82
5000 Other Operating Expenses and Services	385.71	0	576	0	961.71
6000 Capital Outlay	0	0	0	0	0
TOTAL:	41,203.53	31,790	66,867	57,826	197,686.53

RIVERSIDE COMMUNITY COLLEGE
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-2

Date: August 29, 2006

Subject: Agreement with Loma Linda University, Department of Psychology

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Loma Linda University, acting through its Department of Psychology. Currently, the Health Services office provides counseling services by a licensed marriage and family counselor to students. The addition of psychological services will serve to enhance the current program and provide greater access to students seeking care. The agreement provides for the services of the Department of Psychology doctoral interns, at a cost of \$26.00 for up to 34 hours per week. They will be under the supervision of Loma Linda University Department of Psychology faculty at a cost of \$49.00 for up to 8 hours per week, to provide psychological counseling to RCCD students. The anticipated services shall be rendered for 45 weeks per year at a total cost not to exceed \$44,024.00 per year. The term of this agreement is from August 30, 2006 through June 30, 2008. Funding source: Health Services Restricted Funds.

This agreement has been reviewed by Ruth Adams, Director of Contracts, Compliance and Legal Services/Assistant to the Chancellor, and Linda Lacy, Vice Chancellor, Student Services and Operations.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for the period of August 30, 2006 through June 30, 2008, at a cost not to exceed \$44,024.00 each year, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Renee Kimberling
District Director, Health Services

AFFILIATION AGREEMENT
BETWEEN
LOMA LINDA UNIVERSITY DEPARTMENT OF PSYCHOLOGY
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into by and between Loma Linda University, a California religious, non-profit corporation, acting through its Department of Psychology, hereinafter referred to as "Group" and Riverside Community College District hereinafter designated as "DISTRICT (RCC)" which is comprised of three campuses: Riverside, Moreno Valley and Norco. Group and District (RCC) mutually agree as follows:

WHEREAS, pursuant to State Law and Education Code Section 76401, DISTRICT (RCC) is authorized to contract for special services with persons specially trained, experienced, expert and competent to perform the special services; and

WHEREAS, Group has the expertise, special skills, knowledge, and experience to perform those services required herein,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I

DESCRIPTION OF SERVICES: Group shall provide all services as outlined and specified in Exhibit A consisting of one (1) page, attached hereto and by this reference incorporated herein.

II

PERIOD OF PERFORMANCE: It is mutually agreed and understood that the obligation of DISTRICT (RCC) is limited by and contingent upon the availability of DISTRICT (RCC) funds for the reimbursement of the GROUP'S expenditures. In the event that such funds are not forthcoming for any reason, DISTRICT (RCC) shall immediately notify GROUP in writing. This Agreement shall be deemed terminated and of no further force and effect immediately on receipt of DISTRICT (RCC's) notification by GROUP. In the event of such termination, GROUP shall be entitled to reimbursement of its costs in accordance with Paragraph III COMPENSATION.

This agreement shall be effective August 30, 2006, and continue in effect through June 30, 2008, unless terminated as above or as specified in Paragraph VIII, TERMINATION.

III

COMPENSATION: In consideration of services provided by GROUP pursuant to this Agreement, GROUP shall be entitled to receive payment as specified in Exhibit A. Payment Provision, attached hereto and incorporated herein.

IV

INDEPENDENT GROUP: It is understood and agreed that GROUP is an independent contractor and that no relationship of employer-employee exists between the parties hereto. GROUP shall not be entitled to any benefits payable to employees of DISTRICT (RCC) including DISTRICT (RCC) Workers Compensation Benefits, and hereby hold DISTRICT (RCC) harmless from any and all claims that may be made against DISTRICT (RCC) based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

It is further understood and agreed by the parties hereto that GROUP in the performance of its obligation hereunder is subject to the control or direction of DISTRICT (RCC) merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

GROUP agrees to indemnify DISTRICT (RCC) for any and all Federal/State withholding or State retirement payments which DISTRICT (RCC) may be required to make by the Federal or State government. If for any reason GROUP is determined not to be an independent GROUP to DISTRICT (RCC) carrying out the terms of this Agreement, such indemnification shall be paid in full to DISTRICT (RCC) upon sixty (60) days written notice to GROUP of a Federal and/or State determination that such payment is required.

V

HOLD HARMLESS: GROUP hereby agrees to defend, indemnify, and hold harmless DISTRICT (RCC) from any liability to damages DISTRICT (RCC) may suffer as a result of claims, demands, costs, or judgments against it resulting from the operation of the programs covered by this Agreement resulting from the negligence of GROUP, its employees or authorized agents, including doctoral students. DISTRICT (RCC) agrees to give GROUP notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

DISTRICT (RCC) agrees to defend, indemnify, and hold harmless the GROUP from any liability or damages GROUP may suffer as a result of claims, demands, costs, or judgments against it resulting from the operation of the programs covered by this Agreement resulting from the negligence of DISTRICT (RCC), its employees or authorized agents. The GROUP agrees to give DISTRICT (RCC) notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

VI

INSURANCE: Without limiting GROUP'S indemnification it is agreed that the GROUP shall maintain in force at all times during the performance of this Agreement Worker's Compensation insurance and a policy or policies of insurance or self insurance covering all of its operations including but not limited to malpractice, and any liability incurred under this Agreement, with no less than \$1,000,000 per occurrence and \$3,000,000 aggregate. A certificate satisfactory to DISTRICT (RCC) Risk Manager evidencing the maintenance of such insurance and/or self-insurance coverage shall be filed with DISTRICT (RCC) prior to providing any services pursuant to this Agreement. DISTRICT (RCC) shall be given notice in writing at least thirty (30) days in advance of cancellation, modification or reduction in coverage.

Without limiting DISTRICT (RCC's) indemnification, it is agreed that the DISTRICT (RCC) shall maintain in force at all times during the performance of this Agreement a policy or policies of insurance or self insurance covering all of its operations including any liability incurred under this Agreement, with no less than \$1,000,000 per occurrence and \$3,000,000

aggregate. A certificate satisfactory to GROUP'S Risk Manager evidencing the maintenance of such insurance and/or self-insurance coverage shall be filed with GROUP.

VII

TERMINATION: This Agreement may be terminated by either party by giving thirty (30) days written notice of intention to terminate.

VIII

ASSIGNMENT: This Agreement shall not be assigned by GROUP, either in whole or in part, without prior written consent of DISTRICT (RCC).

IX

ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. Only DISTRICT (RCC) may authorize any alteration or revision of this Agreement. The parties expressly recognize that DISTRICT (RCC) personnel are without authorization to change or waive any requirements of this Agreement.

X

ELIGIBILITY: Services and benefits shall be provided by GROUP to individuals without reference to their religion, color, sex, national origin, age, physical, or mental handicaps or condition.

XI

CONFIDENTIALITY: GROUP agrees to maintain confidentiality of patient records and information in accordance with all State and Federal laws, regulations, guidelines, and directives relating to confidentiality of patient mental health records.

XII

LICENSES: GROUP shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. GROUP shall notify DISTRICT (RCC) immediately, in writing, of inability to obtain or maintain such license. Said inability shall be cause for termination of this Agreement.

XIII

NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the Unites States mail, postage prepaid:

DISTRICT (RCC)

Dr. James Buysse
Riverside Community College District
4800 Magnolia Ave
Riverside, California 92506-1299

With copy to:

Renee Kimberling
District Director, Health Services
Riverside Community College District
4800 Magnolia Ave
Riverside, California, 92506

GROUP

Richard H. Hart, M.D., Dr.PH
Chancellor
Loma Linda University
Loma Linda, California, 92354

Ronald L. Carter, Ph.D.
Dean, School of Science & Technology
Loma Linda University
Loma Linda, California, 92354

Louis E. Jenkins, Ph.D.
Chair, Department of Psychology
Loma Linda University
Loma Linda, California, 92354

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

Riverside Community College District
Riverside, CA 92506

Loma Linda University
Loma Linda, CA 92350

By: _____

Dr. James Buysse
Vice Chancellor, Administration & Finance

Date: _____

By: _____

Richard H. Hart, M.D., Dr.PH
Chancellor

Date: _____

By: _____

Ronald L. Carter, Ph.D.
Dean, School of Science & Technology

Date: _____

By: _____

Louis E. Jenkins, Ph.D.
Chair, Department of Psychology

Date: _____

EXHIBIT A

RIVERSIDE COMMUNITY COLLEGE DISTRICT AND
LOMA LINDA UNIVERSITY DEPARTMENT OF PSYCHOLOGY

August 30, 2006 through June 30, 2008

1. Loma Linda University Department of Psychology shall provide Riverside Community College District with psychological counseling services for up to 34 hours per week by doctoral interns and up to 8 hours per week by licensed mental health professional intern supervisor for the period August 30, 2006 to June 30, 2008. Their responsibilities and duties will be mutually determined by GROUP and the DISTRICT (RCC).
2. Reimbursement to GROUP for services rendered between August 30, 2006 and June 30, 2008, shall be calculated on the basis of \$49.00 per hour for the supervising licensed mental health professional and \$26.00 per hour for the doctoral interns. It is anticipated that services will be rendered 45 weeks per year and will not exceed \$44,024 per year.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-3

Date: August 29, 2006

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

Background: Attached for the Board's review and consideration is a contract agreement between Riverside Community College District and the Riverside County Economic Development Agency (RCEDA). With this agreement, RCEDA awards \$164,631.00 to the District to provide career orientation, group workshops, group career assessment, financial aid and general job development services to Workforce Investment Act eligible participants through the Community College Education Assistance Center. The term of the agreement is September 1, 2006 through June 30, 2007. Funding source: Workforce Investment Act Funds.

The agreement has been reviewed by Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the contract agreement, from September 1, 2006 through June 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Michael Wright
Director, Workforce Preparation Grants and Contracts



WIA TITLE I
COMMUNITY COLLEGE EDUCATION ASSISTANCE CENTER
PROGRAM YEARS 2006/2007

Contractor:	<u>Riverside Community College District</u>
Agreement Amount:	<u>\$164,631</u>
WIA Agreement Type:	<u>Cost Reimbursement</u>
WIA Agreement Number:	<u>2006/2007-179-201-501</u>

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RECITALS PAGE

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

WITNESSETH

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

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

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

WHEREAS, on the 1st day of September 2006, County and Contractor entered into an agreement pursuant to which the Contractor agreed to provide services to universal customers WIA Title 1B Adult participants; and

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

Article I. TERMS AND CONDITIONS

Section 1.01 Term of Agreement

The term of this Agreement shall commence on September 1, 2006, and end on June 30, 2007. The Agreement shall expire at midnight on the last day of the agreement term and cannot be renewed without a modification to the existing Agreement or execution of a new agreement.

Section 1.02 Parties to the Agreement and Their Representatives

The parties to this Agreement are the County of Riverside (County), through the Economic Development Agency (EDA) and the Workforce Development Board, and Riverside Community

College District. The Contractor, if a corporation, certifies it is registered with the Secretary of State of the State of California.

Section 1.03 Service of Notices

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

If to County:

Economic Development Agency (EDA)
1151 Spruce Street
Riverside, California 92507
Attention: Kathryn Fortner,
Workforce Development Administrator
951.955.3100
951.955.3131 Fax

If to Contractor:

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506
Attention: James Buysse, Vice Chancellor of Administration and Finance
951.222.8600
951.222.8544 FAX

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

Section 1.04 Conditions Precedent to the Execution of the Agreement

- (a) Prior to the execution of this Agreement, the Contractor shall have on file with County completed and certified attachments required in the Request for Proposal (RFP), which are incorporated herein by this reference. The Contractor must notify the County in writing of any changes or revisions to the required documentation. The Contractor understands that this Agreement cannot be executed until the County has approved all documentation.

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

Article II. SCOPE OF WORK (SOW)

The Contractor shall operate the Riverside Community College Education Assistance Center Program as recommended by the County. Contractor shall provide enhanced linkages to education and will provide WIA workforce preparation services on their Riverside City College campus to WIA Title I participants, September 1, 2006 through June 30, 2007, as described in the RFP, and the Contractor's submitted proposal.

Section 2.01 Description of Services to be Provided

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

Section 2.02 Contractor's Performance Measures

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

Article III. COMPENSATION

Section 3.01 Contractor's Compensation

(a) Program Year Compensation

The County shall pay the Contractor an amount not to exceed \$164,631, for complete and satisfactory performance of the terms of this Agreement for the period of September 1, 2006, through June 30, 2007, and subject to the provisions outlined in this Agreement and all Exhibits. In no event shall the total compensation for the periods specified herein exceed the compensation set forth above, except by an amendment to this Agreement. County has agreed to reimburse Contractor for all costs associated with direct support of this Agreement, based on the cost reimbursement budget submitted by Contractor and attached to this Agreement as EXHIBIT 2. If there are any unexpended (undocumented) funds, these amounts will revert to the County in accordance with regulatory close out procedures. The Contractor may exceed any line item up to 20% as long as the adjustment does not result in exceeding the total contract amount. The Contractor must notify the County of the line item change when submitting an invoice for payment along with a revised budget that indicates the amount of the adjustment, and to what budget line item the amount should be taken from and allocated to.

(b) Reimbursement for Mileage and traveling Expenses

The Contractor may only seek reimbursement for mileage and traveling expenses that are directly related to the performance of services related to this Agreement. Reimbursement for mileage travel expense claims will be made according to the Contractor's standard policy for mileage and traveling expense reimbursement for all employees within the Contractor's organization. According to OMB Circular A-87, section 41 Travel Cost,

under Federal Awards; “Cost incurred by employees and officers for travel, including cost of lodging, other subsistence, and incidental expenses, shall be considered reasonable and allowable only to the extent such cost do not exceed charges normally allowed by the governmental unit in its regular operations as a result of the governmental unit’s policy”. In no instance shall the Contractor be reimbursed at a rate which is higher than the standard set by the County of Riverside, California Board of Supervisors Policy Number D-1 or its successor for all employees. See Exhibit 10 for Board of Supervisors Policy Number D-1. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County.

(c) Budget Modifications

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

(d) Invoicing and Documentation

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

(e) Program Income and Interest Income

The Contractor shall use the addition method described at 29 CFR 95.24 or 29 CFR 97.25(g) (2) (as appropriate) to track all program or interest income generated under this Agreement. The cost of generating program income will be subtracted from the amount earned to establish the net amount of program income available for use under this

Agreement. Contractors shall maintain records sufficient to determine the amount of program income received and the purpose for which such income is expended.

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

(f) Notice of Questioned and Disallowed Costs

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

Article IV. REPORTING AND FILE RECORDS

Section 4.01 Reporting Requirements

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

spent and that term has ended. All sub recipients will submit the property inventory log and any reimbursements due to EDA with the Closeout Package. Closeout documents will be provided by EDA staff and are to be completed and mailed to:

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

Section 4.02 Maintenance of Records and Participant Files

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

Section 4.03 Confidential Information

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

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

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

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

Article V. DUTIES AND RIGHTS OF CONTRACTOR

Section 5.01 Independent Contractor/Sub recipient Status

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

Section 5.02 Assurances and Certifications

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

Section 5.03 Purchase of Fixed Assets, Equipment or Property

Purchase of Fixed Assets, equipment, or property using funds provided by cost-reimbursement agreements requires prior approval of the County. Any property, equipment or assets furnished

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

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

- (a) Should the Contractor require the services of a sub-tier entity to carry out the responsibilities outlined in the Agreement the Contractor MUST comply with the WIA Final Rule, Sections 667.200(a)(3) and (4), (6)(d)-(g) and the Riverside County Economic Development Agency Policy and Procedures on Procurement Standards. Both provide guidance regarding procurement and refer the sub-recipient and sub-grantees to additional regulatory sites. The applicability of the aforementioned rules and regulations are limited to sub-tier sub recipients as defined in Section 5.01(b) above. The intent of the federal government is to provide consistent procurement policies that ensure free and open competition and will secure the best possible price.

- (b) Unless otherwise allowed, the Contractor, under this Agreement, shall document such services with an executed formal agreement, either financial or non-financial. Copies of all executed Sub-contracts/sub-agreements/Memorandums of Understanding (MOU) must be forwarded to the County within ten working days after their execution. Additionally, the Contractor acknowledges the requirements and agrees to furnish such documents as a condition to receiving payment for contracted line-item services. The Contractor shall develop written agreement formats that shall include, but are not limited to, the following requirements:
 - 1) compliance with applicable federal regulations
 - 2) compliance with all WIA requirements
 - 3) compliance with all legislation, regulations, policies, directives and/or procedures which may replace WIA
 - 4) stipulation to hold the County harmless as a result of Contractor collaborations
 - 5) contracted services to program participants
 - 6) indemnification and insurance requirements imposed on the collaborative partner
 - 7) a code of conduct for employees conducting procurements, including criteria regarding conflict of interest (see Section 6.02 of this Agreement)
 - 8) selection procedures for procurement transactions
 - 9) different types of procurement and how to use them

10) requirements for a price or cost analysis and limited conditions under which sole source may occur

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

Section 5.05 Monitoring of Sub recipients

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

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

Section 5.06 WIA Fund Restrictions

The Contractor shall assure that funds provided by this Agreement must be used exclusively for activities that are authorized under this WIA program. Co-mingling and/or diverting of funds to

support the activities of other programs are not authorized. Documentation supporting expenditures will be kept on file at the Contractor's office and made available during normal business hours at all times for audit and monitoring purposes.

Section 5.07 Fraud and Abuse

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

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

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

Section 5.08 Failure to Perform

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

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

Section 5.09 Deobligation/Reobligation

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

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

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

Deobligation/Reobligation

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

Article VI. DUTIES AND POWERS OF THE COUNTY

Section 6.01 Performance Monitoring

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

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

and determine compliance with government financial systems, expenditure rate and cost guidelines.

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

Section 6.02 Availability of Funds

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

Section 6.03 Withholding of Funds

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

Section 6.04 Debt Collection

Where liability for debt collection is determined by the County to be at the Contractor's level, the Contractor will be responsible for the debt. When a debt is established as a result of an audit,

a monitoring finding, an investigation or other means, appropriate action will be taken by the County to collect the debt from the Contractor, pursuant to the EDA Debt Collection Procedures, Policy Number 10-02. Such repayment will be from funds (non-federal), other than those received under WIA.

Article VII. TERMINATION AND OTHER REMEDIES

Section 7.01 Termination for Cause with Cure Period

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

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

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

Section 7.02 Request for Waivers and Waiver of Breach

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

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

Section 7.03 Termination without Cause

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

Section 7.04 Obligations upon Termination

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

Section 7.05 Business Interruption

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

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

Section 7.06 Other Remedies Reserved by the County

(a) Notice to Correct Performance and Notice of Probation

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

(b) Suspension

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

Article VIII. DISPUTE RESOLUTION

Section 8.01 Dispute Resolution

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

Section 8.02 Arbitration

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

Section 8.03 Dispute Resolution Costs

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

Article IX. GENERAL PROVISIONS

Section 9.01 Amendment to Agreement

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

Section 9.02 Auditing and Monitoring

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

- (1) The County reserves the right to monitor and visit, announced or unannounced, the Contractor's program, including visits to all locations, offices and training sites at any time during normal business hours. The monitoring shall be conducted in accordance with the EDA Program Monitoring Guide, WIA and regulations.
- (2) The Contractor shall establish such internal fiscal controls and accounting procedures as required by WIA and state and federal or local regulations or as may be deemed necessary to assure proper disbursement of, and accounting for, funds paid to the Contractor under the WIA, its legislative requirements and governing regulations.
- (3) The County, the U.S. Department of Labor, the Office of the Inspector General and the State of California, shall have the right to monitor and/or evaluate all conditions and activities in the Agreement, and to investigate/audit all records, books, papers or documents related to the conduct of programs funded by the County.
- (4) The Contractor shall maintain and make available to the auditors/monitors adequate records and documents cooperate with all auditors/monitors, comply with federal, state and local laws and regulations as they related to the utilization of funds or operation of the WIA program.
- (5) The County will be notified by the auditors/monitors performing audits of any incidents of fraud, misuse of funds, abuse or other criminal activity in relation to this Agreement, the Act or regulations.
- (6) The Contractor agrees to retain all records pertaining to all grants and agreements under the WIA program for a period of four years after termination of this Agreement. If, at the end of four years, there is an ongoing litigation or an audit involving those records, the Contractor shall retain the Records until the resolution of such litigation or audit is completed.
- (7) The non-profit Contractor shall be responsible for the procurement of an audit under the provisions of Office of Management and Budget (OMB) Circular A-133. These requirements are found at 29 CFR 97.26 for governmental organizations and at 29 CFR 95.26 for institutions of higher education, hospitals, and other non-profit organizations.

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

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

Any audits with findings will require submission of finding resolution.

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

Section 9.03 Compliance with Laws and Regulations

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

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

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

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

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

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

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

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

Section 9.05 Grievance and Complaint System

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

Section 9.06 Indemnification

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

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

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

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

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

Section 9.07 Insurance Requirements

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

(1) Worker's Compensation

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

(2) Commercial General Liability:

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

(3) Vehicle Liability

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

- a) CONTRACTOR shall maintain vehicle liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. The Policy shall name the County of Riverside, its Agencies, Districts, WDB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, or representatives as Additional Insureds.
- b) CONTRACTOR shall maintain vehicle liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$5,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. The Policy shall name the County of Riverside, its Agencies, Districts, WDB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, or representatives as Additional Insureds.
- c) If Contractor elects to transport Participants in any manner other than public transportation the Contractor agrees to maintain, or have their subcontractor providing transportation maintain, vehicle liability insurance with a limit of at least \$5,000,000 per occurrence combined single limit and such insurance shall name the County of Riverside, its Agencies, Districts, Workforce Development Board, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials or representatives as Additional Insureds.

(4) General Insurance Provisions-all lines:

- (a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California shall have an A.M. BEST rating of not less than an A: VIII. (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

- (b) The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent from the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions, as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration and defense costs and expenses.
- (1) The Contractor shall cause its insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original standard ACCORD Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material change, cancellation or expiration of such insurance. In the event of a material change, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original standard ACCORD form Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (2) Contractor shall not commence operations until the County of Riverside has been furnished original standard Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do soon its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

Section 9.08 Inventions, Patents and Copyrights

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

determine whether to seek protection on the invention or discovery. DOL or its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the following Patent Policy found at 29 CFR 95.36 and 29 CFR 97.34:

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

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

Section 9.09 Labor Standards

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

A participant in a program or activity authorized under Title I of WIA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work,

wages, or employment benefits) any currently employed employee (as of the date of the participation).

- (e) No participant shall be employed or job opening filled: (1) when any other individual is on layoff from the same or any substantially-equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a participant.
- (f) The Agreement will not result in the displacement of currently employed workers (including partial displacement, such as reduction in the hours of non-overtime work, wages or employment benefits). The Contractor will assure that no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- (g) The Contractor will assure that no funds under this Contract shall be used to assist, promote or deter union organizing activities.
- (h) The Contractor (if not a public entity), by signing this Agreement, do hereby specifically warrant and represent, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the National Relations Board.

Section 9.10 Non-duplication of Service

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

Section 9.11 Payment of Benefits (where applicable)

- (a) When applicable, participants employed in activities authorized under this Agreement shall be paid wages which shall not be less than the highest: (1) the minimum wage under § 6(a) (1) of the Fair Labor Standards Act of 1938, (2) the minimum wage under the applicable state or local minimum wage law, or (3) the prevailing rates of pay for individuals employed in similar occupations by the same employer.
- (b) When applicable, participants employed in paid work experience activities funded under the Act may receive related benefits in the public, private, for-profit or non-profit sectors where the objective assessment and individual service strategy indicate that work experiences are appropriate. (WIA sec. 129(c) 92) (D).)

- (c) A participant shall receive no payments for training activities in which the trainee fails to participate without good cause.

Section 9.12 Permits and Licenses

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

Section 9.13 Purchase, Inventory, and Disposal of Equipment

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

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

Section 9.14 Prohibition of Activities

- (a) The Contractor will assure that no funds under this Contract shall be used to assist, promote or deter union organizing activities.

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

Section 9.15 Press Releases/Published Announcements

In all communications with the press, television, radio or any other means of communicating with the general community regarding any items which are related to the program funded by this Agreement, the Contractor shall use County language in all written material and shall use this

language in any audio or video production. The Contractor will obtain approval from the County prior to publication or production.

Section 9.16 Assignment

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

Section 9.17 Standards of Conduct

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

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

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

Section 9.18 Integration of Entire Agreement

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

Section 9.18a Filing Legal Action

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

Section 9.19 Signatures

AGREEMENT # 2006/2007-179-201-501

County: Riverside County Economic Development Agency
By:
Date:
Print Name: Kathryn Fortner
Print Title: Workforce Development Administrator

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

<u>County Counsel Approval</u>

Exhibit 1 Scope of Work

Contractor Scope of Work

1. Career Orientation: Contractor to provide Core A services under the Workforce Investment Act (WIA) to all potential participants. Contractor to provide outreach workshops to include introduction to educational options, available resources, basic orientation to college life, study skills, and student rights and responsibilities; graduation and transfer requirements for majors; student academic and support services; admissions process and self-assessment to identify one's strengths and interests. Exploration of values, interests and abilities, transitional issues; life problem-solving and self management skills; changes that occur over the life span; and self-assessment to identify participants skills and match of personality to work. Contractor staff will advise participants of resources available in the community to meet their identified needs in the areas of medical care, child care, housing, food, and legal aid.
2. Group Workshops: Contractor will offer Success Workshops that will include such topics as time management, study skills (including test taking), and goal setting.
3. Group Career Assessment: Contractor will offer group career assessment utilizing the CAPS, COPS, and COPES. Group assessments are lead by a qualified proctor and may be from one and a half to three hours depending on the assessments utilized, and would include a self-scoring as an activity. The proctor will guide the self-assessment process and will answer participant questions.
4. Financial Aid: Contractor's Student Financial Services Office will provide group workshops to inform participants of the federal, state and private scholarship funding that is available for those interested in learning and applying for student financial aid. Financial aid staff will assist participants in the admission, records and financial aid applications. In addition, this information will be made available through special events, community activities, publications, web-sites and other mechanisms to educate participants on financial resources available.
5. General Job Development: Participants will have access to Contractors Career Center, where postings and on-line materials will be made available identifying vocational and career opportunities. Participants will be able to access Contractors Job Placement Technician who will provide local job market information, qualifications and characteristics that employers are seeking to help guide participants in their career decisions, current job market and employment trends, and general information on resume writing, interview skills and job search strategies. The Career Center will also make available occupational outlook projections, physical/cognitive/educational/experience requirements of various occupations. Current job leads and information on job fairs will be posted.

6. Programmatic controls will be instituted by the Contractor to ensure:

- a) Reports and/or documents contain complete and correct information.
- b) Existing Management Information System (MIS) or ability to implement a comprehensive MIS tracking system to track customer data.
- c) Discrepancies in reports and/or documents are to be resolved in a timely manner as prescribed by the County's WIA program. Contractors must submit all billing information/invoices in a timely manner as specified by the County's Fiscal Unit and County's Policy and Procedures number 16-01, and as outlined in Section 3.01 of this Agreement. Late billings may be rejected, and cost may be disallowed.
- d) Yearly monitoring and as needed, all records shall be made available to County for auditing.
- e) The Contractor will comply with the federal, State of California and County policies and procedures

g) CCEAC Location:

Riverside City College Campus
4800 Magnolia Avenue
Riverside, CA 92506
951.222.8600

h) Hours of Operation –The CCEAC is open Monday through Friday 8:00 a.m. to 5:00 p.m.

i) Consent for use of advertisement, photo or image

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

SUBJECT: PROGRAM MONITORING

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

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

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

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

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

SUPERCEDES: Riverside County EDA Policy and Procedures 93-12, dated October 1, 1993, and Draft Program Monitoring Field Memorandum dated March 8, 2001.

LOCALLY IMPOSED
REQUIREMENTS:

Locally imposed requirements are indicated in bold, italic type.

EFFECTIVE DATE: January 1, 2003

BACKGROUND:

Title IV Part A of the Social Security Act which governs the Provisions of the Welfare-to-Work grants, the Workforce Investment Act and the Code of Federal Regulations, as cited above, require local boards establish policies to monitor service providers on a yearly basis to ensure the following:

- Compliance with applicable uniform cost principles included in the appropriate Office of Management and Budget (OMB) circulars for the type of entity receiving the funds

1. OMB Circular A-21 Institutions of higher educations
2. OMB Circular A-87-State, Local, and Indian tribal governments
3. OMB Circular A-122-Nonprofit organizations

- Compliance with appropriate uniform administrative requirements for grants and agreements applicable for the type of entity receiving funds as regulated by OMB circulars
- Compliance with Workforce Investment Act (WIA) and applicable federal, state and local regulations
- Tangible positive outcomes at a cost in line with planned expenditure
- Procurement, receipt, and payment for goods and services from vendors comply with OMB Circular A-133 and provisions of the vendor agreements
- Fiscal integrity
- Safe training and working environment for both program participants and staff
- Compliance with contract stipulations and assurances
- Participant eligibility certification and verification
- Compliance with nondiscrimination and equal opportunity in contracts, job training plans and policies and procedures

POLICY:

EDA Workforce Development Division's (WDD) Program Development staff will monitor Workforce Investment Act and other federally funded training programs in accordance with the mandated provisions and provisions contained herein.

Service providers will be monitored once a year during the term of the contract. WDD Program Development staff may conduct both a technical assistance visit and a monitoring review of contractual, programmatic and fiscal areas. The technical assistance review may be conducted in preparation for the monitoring review.

The monitoring review will provide service providers with an assessment of the contracted programs that will result in, if applicable, improved operations, systems and/or communication. The desired result is to enhance program services to the participant by coordination and collaboration with the service provider and other Riverside County EDA WDD units. Specific information to be provided includes:

- Provision of technical assistance regarding contractual, fiscal, and/or programmatic requirements
- Provision of technical assistance review summaries identifying areas requiring follow-up
- Monitoring reports identifying significant areas of noncompliance and recommended, corrective action plans

- Identification of timelines identifying date corrective action plans will be in place.
- Follow-up timelines and information

The technical assistance and monitoring system shall also make special note and recognition of service provider(s) with effective program performance and best practices.

PROCEDURES:

Scheduling

Notification of visit and/or reviews will include both a telephone call and a confirmation letter with advisement of date and time of visit. The confirmation letter will be sent to the service provider approximately two weeks prior to the visit identifying the following:

- Date
- Time
- Place of review
- Purpose of review
- Areas and materials to be reviewed
- Documents to be completed by service provider

Desk Review

Prior to the technical assistance or monitoring visit, the Desk Review will be conducted. The Desk Review will consist of a comprehensive review of current program information and reports on file at the EDA Workforce Development Center relating to the service provider's contract and performance.

Review of the contract will be conducted with special attention to language or practices that would be inconsistent with program goals or cause inconsistencies in the field of service. EDA Program Administrator (PA) will cite any discrepancy with the contract and present it to the assigned Program Development (PD) staff. The PA will make recommendations for corrective action that may include one or more of the following actions:

- Contract modification
- Clarification of contract language to ensure consistency in the field
- Revision of the scope of work allowing for consistency in both practice and the contract

The corrective action will be documented in the contract monitoring file, prior to the Technical Assistance Summary or Monitoring Report once the on-site visit has been conducted. Performance summaries obtained from EDA Management Information Systems staff will be reviewed for planned versus actual performance and compared for consistency and accuracy with

data obtained from Program Outcomes Performance report (POP) or from the contractor during the on-site visit.

The Desk Review will also include, but is not limited to, a review of fiscal data, previous monitoring reports, contact information, correspondence and participant files. The data will be analyzed to determine areas of strengths and weaknesses that will be reviewed in the field during the on-site technical assistance and/or monitoring visit. Information obtained as a result of the Desk Review will also assist in focusing and, if necessary, expanding the scope of review in specific areas.

On-Site Visit

The on-site visit will permit Program Development staff to verify or negate data and information obtained from the Desk Review that may lead to identification of areas of non-compliance. The review will be conducted using standard review guides designed to identify strengths and weaknesses. The process and major areas of focus during the on-site review are:

- Entrance interview-Staff will conduct an entrance conference with the service provider's program administrator or designee to convey the purpose and focus of the visit and to inform the service provider of specific tasks to be completed during the visit.
- Evaluation of Performance-Staff will review and determine the degree of contractual compliance in meeting program performance goals. Staff will also identify the causes in those areas where non-performance is identified.
- Facility Observation-A tour of the training site will be conducted to assess the adequacy of the facility as it relates to, but is not limited to, accessibility for disabled, health and safety, comfort, and adequacy of training equipment.
- Records Review-Validation of information from the Desk Review will be completed by review of administrative records, contract files, fiscal records, participant files, and other records deemed to be pertinent to the review.
- Interviews-Interviews will be conducted with service provider staff, participants and employers to obtain information about program administration, operations, and the quality of the training.
- Exit Conference/Interview-An exit conference will be conducted with the service provider's program administrator or designee to discuss results of the monitoring or technical assistance review, identify required corrective actions and offer technical assistance.

Review Summaries and Reports

A technical assistance summary or a monitoring report will be drafted reflecting the analysis of the data and information gathered through the desk review, the technical assistance visit or the on-site monitoring.

Technical Assistance Summary

The technical assistance summary will identify areas needing improvement and provides PD staff and service provider(s) with an opportunity to amend, modify or correct any problem area

identified by the PA prior to the monitoring review. These must occur prior to the monitoring visit. The service provider and/or the PD staff must report the corrective action taken within the designated time frame determined by the PA.

Monitoring Report

The monitoring report will identify areas of non-compliance noted as findings with the required corrective actions. Both the technical assistance summary and the monitoring report will be submitted to the Workforce Development Administrator and/or designee for review and/or signature prior to submission to the service provider.

The service provider will respond and implement corrective action within 30 working days from the receipt of the monitoring report. Service provider's responses to the monitoring report are submitted to EDA Program Development staff to determine if the corrective action is sufficient. Service provider's response will be included as part of the monitoring file.

Should the service provider fail to respond to the monitoring report, the service provider may fall under contract sanctions including, but not limited to, the following:

- Reduction of the contracted budget
- Modifications and/or changes to the scope of work
- Withholding of payments or reimbursements until provision of required documentation or corrective actions has been implemented and reviewed by EDA staff
- Notification of unresolved performance deficiencies and questioned or disallowed costs
 - Suspension of program operations or
 - Termination of the contract

If the service provider's response is determined to be insufficient to remedy deficiencies, EDA staff will further delineate required action.

Follow-Up

Follow-Up will be conducted following receipt of the monitoring report response to ensure the service providers have initiated appropriate corrective action in the areas noted in the monitoring report and/or technical assistance summary. This may necessitate subsequent on-site visits.

Technical Assistance

Needs identified during the on-site Technical Assistance visit will be addressed and scheduled as soon as possible with the appropriate EDA Program Development staff. Service providers shall be advised technical assistance is available on an ongoing basis.

Summary/Report Format

Technical Assistance Summary

The Technical Assistance summary will be completed after the technical assistance visit. The summary will consist of a cover letter and an attached summary outline. This will be submitted to all affected parties and service provider's Program Compliance file.

- The cover letter will identify:
 1. Date of the visit
 2. Contract or program reviewed
 3. Purpose of the Technical Assistance visit
 4. EDA Program Development staff conducting the technical assistance visit
 5. Attached summary outline

- The summary outline will identify:
 1. Programmatic areas requiring modification or improvements
 2. Fiscal areas requiring modification or improvements
 3. Corrective action necessary prior to monitoring
 4. Effectiveness of collaboration
 5. Provision of technical assistance provided

Monitoring Report

The monitoring report shall be submitted to the service provider approximately 30 days after the monitoring review has been completed. The monitoring report will consist of information specific to the program and contract reviewed within the introductory paragraph. The body of the report will identify review results regarding the following:

- Fiscal Management-Evaluation of appropriate actions and documentation of all fiscal matters relating to the contract
- Program Management-Assessment of the overall management of the program and systems. Areas included are, but not limited to, staffing, organizational structure, curriculum, staff qualifications, adherence to the Workforce Investment Act and Riverside County EDA policies, procedures and regulations. The service provider's ability to implement planned services and meet required completion and submission of required paperwork are also assessed.
- Program Performance-Assessment of planned performance or provision of services to date
- Previous Monitoring Findings-Review and status of previous findings, recommendations, and corrective actions from the previous monitoring review, if applicable
- Findings-Areas requiring corrective action or process and a specific date for implementation
- Corrective Actions Required-Corrective actions are stipulated immediately following a finding of obvious or evident violations of law, regulations or policy as well as breaches of contract provisions.
- Recommendations-Included to assist the provider's resolution, performance improvement

or service enhancement for program participants

- Disclaimer-Because the monitoring is conducted on a sample basis, the report should not be considered a comprehensive assessment of the program factors monitored. It is the responsibility of the service provider to ensure systems, programs, and outcomes comply with Workforce Investment Act law and regulations, the Family Economic Security Act, the American with Disabilities Act and all other applicable state and federal policies. Therefore, deficiencies identified in a subsequent review, such as an audit, would remain the sole responsibility of the service provider

Report Response

Upon receipt of the monitoring report, the service provider has approximately 30 working days in which to respond with corrective action taken or the timeline indicated when corrective action will be completed. Should the monitoring report indicate the contract to be in general compliance, no response is necessary.

Sufficient Response Letter

Once the service provider has submitted a response to the monitoring report, EDA staff will review for sufficient corrective action. Once this has been determined, a letter of sufficient response will be sent to the service provider approximately 30 days of receipt from the monitoring report response. Should it be determined the response was insufficient, then an insufficient response letter will be sent to the service provider, and the response process will be repeated.

Please direct any questions or concerns regarding this Policy and Procedure to the Workforce Development Division's Program Development Manager.

WORKFORCE INVESTMENT ACT
 INTERNET AND OTHER RESOURCES

Agency/Document	Web Site/Other Reference
Department of Labor Employment Administration	http://www.doleta.gov
Employment Development Department	www.edd.ca.gov
National Association of Counties	www.naco.org
National Governor's Association	www.nga.org
U.S. Chamber of Commerce	www.uschamber.org
Small Business Administration	www.sba.gov/
Federal Debarment List	http://www.ctdol.state.ct.us/wgwkstnd/wgfeddbr.htm

OMB CIRCULARS, RELATED REGULATIONS
 AND INTERNET RESOURCES

Circulars and Regulations	
Cost Principles	
OMB Circular A-21	Cost Principles for Institutions of Higher Education
OMB Circular A-87	Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-122	Cost Principles for Non-profit Organizations
Regulations	
48 CFR Part 31	Cost Principles for Commercial Organizations
Administrative Requirements	
29 CFR Part 95	Uniform Administrative Requirements for Institutions of Higher Education, Hospitals and other Non-profit Organizations and Commercial Organizations (OMB Circular A-102)
29 CFR Part 97	Uniform Administrative Requirements for State, Local and Indian Tribal Governments (OMB Circular A-102)
Audit Regulations and Requirements	
29 CFR Part 96	Department of Labor Audit Resolutions
29 CFR Part 99	Audit Requirements for Recipients of Federal

	Financial Assistance (OMB Circular A-133)
OMB Circular A-50	Audit Follow-up
Miscellaneous Provisions	
29 CFR Part 93	Department of Labor Lobbying Regulations
29 CFR Part 98	Department of Labor Debarment and Suspension Regulations

Internet Resources	
National Archives and Records Administration site for the Code of Federal Regulations. Provides links to specific regulations, Federal Register Notices, public laws and Privacy Act issuances.	http://www.nara.gov
General Accounting Office (GAO) web site. Provides links to a financial audit manual, Comptroller General decisions and GAO audit reports.	http://www.gao.gov
Office of Management and Budget (OMB) web site. Provides links to all OMB circulars, compliance supplements and OMB policy.	http://www.whitehouse.gov/OMB
OMB site provides an index of all OMB circulars categorized by subject area. Provides links to actual circulars.	http://www.whitehouse.gov/OMB/html/index2.html
Department of Labor's (DOL) Office of Administrative Support and Management (OASAM). Provides links to DOL regulations for OMB circulars.	http://www.dol.gov/dol/public/regs/main.htm
DOL/OASAM Indirect Cost Rate Determination Guide, Non.	http://www.dol.gov/dol/oasam/public/programs/guide.htm
Department of Health and Human Services site for ASMB-10, Implementation Guide for Circular A-87	http://www.whitehouse.gov/omb/circulars/a087.html
Federal government-wide financial requirements and information	http://www.financenet.gov
Treasury Department financial information site. Provides links to other financial resource pages	http://www.fms.treas.gov
Federal Inspectors General site. Contains audit requirements, standards, and links to other audit-related sites.	http://ignet.gov/ignet
DOL. Employment and Training Administration (ETA) site.	http://www.doleta.gov
Federal Debarment List	http://www.ctdol.state.ct.us/wgwkstnd/wgfeddb.html

Resource List for Applicable Laws, Rules and Regulations

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

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

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

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

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

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

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

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

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

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

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

1. The importance of child and family support obligations and shall fully comply with applicable state, and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders. Reporting requirements are provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, State Assembly Bill 196, Chapter 478/1999, State Senate Bill 542 (expanded reporting requirements), and Chapter 480/1999 that added Section 1088.8 to the Unemployment Insurance Code.
2. That to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment

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

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

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

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

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

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).

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

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

Environmental Protection Regulations under the:

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

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

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

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

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

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

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

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

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

- No federal appropriated funds have been paid or will be paid, by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an of a Member of Congress, in connection with this Agreement, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress. Or an employee of a Member of Congress, in connection with this federal contract, grant loan and cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure to Report Lobbying”. In accordance with its instruction.
- The undersigned shall required that the language of this certification be included this Agreement if the Agreement includes compensation over \$100,000 (per OMB) at all tiers (including sub-contractors) under this Agreement and that all sub-contractors shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance is placed when this Agreement is executed. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

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

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

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

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

Political Reform Act (of 1974, amended in 1996) requires each state and local agency to adopt a conflict of interest code. Conflict of interest codes are required to prohibit officials of any state

or local government agency from making, participating or in any way attempting to use their official position to influence a governmental decision in which the official knows or has reason to know that he or she has a financial interest.

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

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

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

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

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

Definitions

Adult Mentoring	Youth advocacy, instruction and constructive critiquing of youth's academic performance and social behavior provided by a caring adult to challenge youth to attain short-term goals that will ultimately lead to becoming self-sufficient and successful adults.
Apprenticeship	A qualified apprenticeship is a program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency.
Assessment	An independent and comprehensive evaluation of an individual to identify skills, abilities, aptitudes and interest, used to design an Individual Service Strategy (ISS).
Basic Skills Deficient	An individual who has English reading, writing, or computing skills at or below the 8 th grade level on a generally accepted standardized test or a comparable score on a criterion-referenced test.
Basic Skills Training	Remedial training in reading comprehension, math computation, writing, speaking English at a level to function on the job, in the individual's family, or in society, listening, problem solving, reasoning and the capacity to use these skills. Remedial training should measurably increase the individual's level above the 8 th grade.
Career Planning	Exposure of individuals to various career options, through guest speakers, job shadowing, and learning to use Labor Market Information (LMI), etc.
Classroom Training	Training conducted in a classroom setting designed to train participants in specific skills and/or vocation.
Case Management	The provision of a client-centered approach in service delivery <ul style="list-style-type: none">• to prepare and coordinate comprehensive service strategies for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies and• to provide job and career counseling during program participation and after job placement.
Co-enrollment	Participants, 18-21, who simultaneously receive services in both the Youth and the Adult WIA program.
Collaborative	A mutual and well-defined relationship entered into by the Lead Agency and its partners, to achieve common youth service goals. The relationship includes a commitment for mutual relationships and goals; jointly developed structure and shared responsibility; mutual authority and accountability for success; sharing of resources – either financial or non-financial; and, leveraging of funds.

Core Services	Include: recruitment and outreach, comprehensive assessment of academic and occupational skill levels and service needs, development of an Individual Service Strategy (ISS), and intensive case management service.
Credential Attainment	Attainment of a nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED or other recognized equivalent, post-secondary degree/certificate, recognized skill standards, and licensure or industry-recognized certificates.
Department of Labor (DOL)	Means the U.S. Department of Labor, including its agencies and organizational units.
Designated Region	Means a combination of local areas that are partly or completely in a single labor market area, economic development region, or other appropriate contiguous sub-area of a State, that is designated by the State under WIA.
Foster Youth	A youth aged 14 through 19 years, who is receiving child welfare services through the Department of Public Social Services.
Guidance and Counseling	A service provided to develop positive attitudes towards learning and social behavior, self-esteem building, decision making leading towards the future and responsible citizenship – all leading towards future careers/employment.
Indirect Cost Rate	The rate a contractor may charge the contract for indirect costs that is approved by a cognizant federal agency.
Individual Service Strategy (ISS)	A standard tool used to reflect comprehensive youth service needs, program goals and strategy and timelines for achieving these goals throughout and following the program.
Intermediary	An entity or organization which brokers and supports relationships between schools and employers to provide students with real work experience. These agencies may recruit employers for schools, match youth with work-based learning opportunities, provide technical assistance to teachers, employers, parents or other stakeholders and help students connect what they are learning on the job with classroom activities. Intermediary organizations may include, but are not limited to non-profit organizations, chambers of commerce, workforce development or employment entities, or schools.
Leadership Development Opportunities	Activities that foster positive social behavior, decision making, teamwork and other activities, including: a) exposure to post-secondary educational opportunities b) community and service learning projects c) peer-centered activities, including peer mentoring and tutoring d) organizational and teamwork training, including team

	<p>leadership training</p> <p>e) training in decision-making, including setting priorities</p> <p>f) citizenship training, including skills training such as parenting, work behavior training and budgeting of resources.</p>
Literacy	The ability to read, write, and speak in English, compute and solve problems, at the levels of proficiency necessary to function on the job, in the family of the individual and in society.
Low Income Individual	<p>An individual who:</p> <p>a) receives, or is a member of a family that receives, cash payments under a federal, state, or local income-based public assistance program</p> <p>b) received an income, in relation to family size, that does not exceed the higher of (1) the poverty line, for an equivalent period; or (2) 70 percent of the lower living standard income level, for an equivalent period;</p> <p>c) is a member of a household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.);</p> <p>d) qualified as a homeless individual;</p> <p>e) is a foster child;</p> <p>f) is an individual with a disability whose own income meets the requirements of a program described in a) or b) but who is a member of a family whose income does not meet such requirements.</p>
Memorandum of Collaborative	An agreement developed and executed between the Contractor and collaborative partners in relation to the operational management of a WIA Youth Program Collaborative.
Occupational Skills Goal	Primary occupational skills encompass the proficiency to perform actual tasks and technical functions required by a certain occupational field at entry, intermediate or advanced level.
Occupational Skills Training	Training that includes apprenticeship programs and/or training opportunities in local growth industries.
Offender	<p>Any juvenile:</p> <p>a) who is or has been subject to any stage of the criminal justice process, for whom services under this Act may be beneficial; or</p> <p>b) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.</p>
Outcome	Documented effect or impact of a service or intervention upon a youth.

Out-of-School Youth	Out-of-school youth means: a) an eligible youth who is a school dropout; or b) an eligible youth that has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed.
Participant	An individual who has been determined to be eligible to participate in and who is receiving services (except follow-up services) under a program authorized by this title. Participation commences on the first day, following determination of eligibility, on which the individual begins receiving training or other services provided under WIA Title I.
Partnership	See “Collaborative”
Performance Measures	Indicators that measure program outcomes and performance imposed by the Department of Labor and State of California on EDA and its WIA contractors.
Pre-employment/ Work Maturity Skills	The skills that assist a youth to find and keep employment, such as, resume writing, completing job applications, interviewing techniques, how to dress for a job, punctuality and attendance, attitudes/behavior, task completion, etc.
Program Activities	Direct or indirect services provided by a Contractor, collaborative or outside agency, designed to achieve youth program outcomes. Examples are adult mentoring, client management, computer literacy training, work experience, etc.
Program Exit	The term “exit” is being used to determine when to count an individual in a specified reporting period. Each individual becomes part of an exit cohort, a group who is determined to be “exiters” within a particular quarter and are looked at together for performance measurement purposes. There are two ways to determine <u>exit</u> during a quarter: a) a participant who has a date of case closure, completion or known exit from WIA or non-WIA funded partner service within the quarter, or b) a participant who does not receive any WIA-funded or non-WIA funded partner service for 90 days and is not scheduled for future services except follow-up services.
School Dropout	A school dropout is defined as an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.
School-to-Career	A method of teaching to prepare students for college and the job market, by academic studies integration with real-world applications and work-based learning experiences. Work-based learning may include job shadowing, internships or participation in school-based business enterprises.

Sub-contract	A legal agreement whereby an organization agrees to provide services, activities or materials necessary to fulfill the agreement.
Supportive Services	Supportive services for youth may include the following: a) linkages to community services; b) assistance with transportation costs; c) assistance with child care and dependent care costs; d) assistance with housing costs; e) referrals to medical services; and f) assistance with uniforms or other appropriate work attire and work-related tool costs, including such items as eyeglasses and protective eye gear. [(WIA sec. 129©(2)(G)]
The Secretary's Commission on Achieving Necessary Skills (SCANS)	The Secretary's Commission on Achieving Necessary Skills (SCANS), incorporates competencies, foundation skills and personal qualities that are needed for solid job performance. For more information, visit: WWW.SCANS.JHU.EDU .
Unemployed	Means an individual who is without a job AND who wants AND is available for work.
WIA Local Area	Local workforce investment areas within the state that take into consideration: a) geographic areas served by local educational agencies, intermediate educational agencies, post-secondary educational institutions and vocational education schools; b) extent to which such local areas are consistent with labor market areas; c) distance that individuals will need to travel to receive services; d) resources of such local areas that are available to effectively administer the activities carried out under WIA.
WIA Youth Eligibility Requirements	A Riverside County resident who is a) not less than age 14 and not more than age 21; b) who is a low-income individual; c) who is one or more of the following: (i) deficient in basic literacy skills (ii) a school dropout (iii) homeless, a runaway, or a foster child (iv) pregnant or a parent (v) an offender (vi) an individual who requires additional assistance to complete an educational program, or to secure and hold employment.
Work Experience	Planned, structured learning experiences that takes place in a workplace for a limited period of time and may be paid or unpaid, in the private, for-profit sector; the non-profit sector; or the public sector. Work experiences are designed to enable youth to gain

	exposure to the working world and its requirements.
Work Readiness Skills Goal	Includes world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques. They also encompass survival/daily living skills such as using the telephone, telling time, shopping, renting an apartment, opening a bank account and using public transportation, et al.
Youth Opportunity Center	A safe, comfortable youth-friendly environment where youth can access a variety of services to meet their needs. The facility must be accessible by public transportation and must be Americans with Disabilities Act compliant.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:	Policy Number
REIMBURSEMENT FOR GENERAL TRAVEL AND OTHER ACTUAL AND NECESSARY EXPENSES	D1

1. Scope

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

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

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

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

1. Communicating with representatives of regional, state and national government on county adopted policy positions;

2. Attending educational seminars designed to improve officials' skill and information levels;
3. Participating in regional, state, and national organizations whose activities affect the county's interests;
4. Attending county events;
5. Implementing a county approved strategy for attracting or retaining businesses to the county, which will typically involve at least one staff member and;
6. Attending meetings for which a meeting stipend is expressly authorized.

All expenses that do not fall within this policy shall be considered for approval by the Board of Supervisors prior to incurring the expense, unless the expense involves a meeting in which a member of the Board of Supervisor is required to make a public report (see section 12)

2. Lodging

Actual cost for lodging, not to exceed \$159 inclusive of all occupancy and accommodation taxes and other room related taxes and fees, is allowed provided such cost is reasonable for the location and is consistent with government and/or conference/convention rates, if available, or usual charges established for the general public. For lodging in high cost cities (e.g., San Francisco, New York, Washington D.C.) actual cost not to exceed \$239 is allowed. Lodging costs exceeding the established limit may be reimbursed at a higher rate if a written statement explaining the reason for the expense is submitted by the department head with employee reimbursement form. Lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of a legislative body at the time of the booking.

An employee reimbursement claim for lodging must provide an explanation of the business purpose of the stay and be supported by a receipt.

A government rate, if available, should be requested when booking a room (county employees should be prepared to provide proof of employment with the county). Only the single occupancy rate may be claimed for the reimbursement except a multiple occupancy rate may be claimed when county employees share, when appropriate, a room.

Extended lodging may be approved if the cost of extended lodging is less than return travel expenses without the extended stay.

3. Meal Expenses

Actual (not to exceed maximum, see below) cost shall be allowed for meals related to attendance at conventions, scheduled meetings, conferences, seminars, special assignments or an assignment that requires an overnight stay away from home.

- a. The maximum reimbursement for meals is \$10, \$15, and \$25 for breakfast, lunch and

dinner respectively, inclusive of taxes and tip. The maximum reimbursement for meals in high cost cities is \$15, \$20, and \$30 for breakfast, lunch and dinner respectively, inclusive of taxes and tip

b. An employee reimbursement claim is based on actual (not to exceed maximum) cost. Meal maximums may not be aggregated to create a daily maximum.

c. Reimbursement for meals may exceed the maximum amounts for breakfast, lunch, dinner, or banquet only if the meal is organized by a non-county entity where the established price of the meal usually includes facility, speaker, or other costs. A written statement explaining the necessity for incurring such expense and documentation (e.g. flyer or brochure) must be submitted with an employee reimbursement claim.

d. Where the cost of a meal is included as part of a registration charge or fee, no employee reimbursement may be claimed for that meal.

e. For same day travel, expenses for meals are limited to activities outside normal work duties. No reimbursement for lunch shall be made for same day travel. Reimbursement for a meal is provided when it is not reasonable for a person to provide their own meal (e.g. when attending a non-county sponsored conference, non-county sponsored training course, or other special situations which may be considered on a case-by-case basis). Travel to a temporary worksite does not qualify for meal reimbursement.

f. No reimbursement shall be made for alcoholic beverages of any kind.

4. Public Transportation

Actual cost of common carrier services, including taxicabs and car rentals, when necessary shall be allowed. The county's designated travel agent should be used for booking air transportation or rental cars. Reservations for air transportation should be booked as early as is reasonable to take advantage of lower cost air fares. Coach class airfares should be used if such seating is available. Government and group rates must be used when available. County group purchased air coupons should be used if available. Flight insurance is covered in Policy D5. Claims for payment or employee reimbursement shall be accompanied by a receipt or other voucher for common carrier expense.

5. Rental Cars

If available, a county issued corporate rental vehicle card shall be used for all travel requiring the use of a rental vehicle. Government and group rates must be used when available. Actual costs evidenced by a receipt and inclusive of all related taxes and other rental fees should be submitted along with actual gas receipts obtained for the purchase of tax for the rental vehicle.

If a county issued corporate card is unavailable, the county requires employees to purchase the Loss Damage Waiver (LDW) so the employee is not held responsible for damage (under normal circumstances) to the rental vehicle and such cost will be reimbursed. However, the county will not reimburse employees for the cost of other optional insurance. (e.g. liability, uninsured/underinsured motorist, personal accident & personal effects), since the county is self-insured for vehicle liability & third party physical damage and provides worker's compensation coverage.

Employees are required to notify Human Resources, Risk Management Division at (951) 955-3530 and the employee's supervisor as soon as possible (within 24 hours) of any event, incident or accident related to the rental car. Complete County of Riverside, "County Vehicle Accident/Incident Report," Form 9426 (Safety Division form).

6. Private Automobile

Reimbursement for use of a private vehicle shall be allowed upon authorization of the Department Head, County Executive Officer, or the Board of Supervisors. The county's private vehicle mileage reimbursement rate is to be the same rate as the Internal Revenue Service (IRS) standard mileage rate for private vehicles and will be effective concurrently with IRS' periodic establishment of such rate.

If an employee is required to use his/her personal vehicle while in the course and scope of his/her employment, the employee must, prior to using said vehicle, do the following:

A. Complete County of Riverside "Authorization to Drive Riverside County Vehicle or Private Vehicle for County Business," Form 30, authorizing the employee to use his/her personal vehicle which must be approved by the department head. County shall confirm that each employee with an approved Form 30 has a valid driver's license.

B. Insure the vehicle to the minimum limits required by the State of California, or if registered/licensed out of state, equal to or greater than the limits required by the State of California. In addition, employees must have their policies of automobile liability insurance endorsed to reflect business use. Such insurance must be maintained at all times while employed in a position where it is required or may be required to use a personal vehicle while in the course and scope of employment. In the event of an incident or accident, the county does not assume responsibility for any physical damage to an employee's personal vehicle.

C. Maintain a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

The use of motorcycles, mopeds, and similar types of vehicles for the conduct of County business is expressly prohibited, with the exception of the Sheriff's Department sworn personnel.

When a department head authorizes use of a private vehicle for the convenience of the driver, instead of more economical travel by air, reimbursement shall not exceed the cost of usual airfare plus related subsistence and surface common carrier expenses. Employees are required to notify Human Resources, Risk Management Division's representative, and the employee's supervisor as soon as possible (within 24 hours) of any incident or accident. Complete County of Riverside, "County Vehicle Accident/Incident Report," Form 9426 (Safety Division form).

7. Private Aircraft

The use of private aircraft for the conduct of county business is expressly prohibited unless prior authorization is given by the Board of Supervisors.

8. Miscellaneous Expenses

Miscellaneous expenses, including charges for business telephone calls, fax service, email services, telegrams, the cost of usual or necessary services and supplies, including emergency repairs, parts or towing for county vehicles, conference registration fees, vehicle parking, bridge tolls, and any other justifiable business expenses shall be allowed.

A satisfactory explanation of the circumstances may be required for expenditures that are large or unusual. An employee reimbursement for actual miscellaneous expenses, except for telephone, fax, email services, and telegrams, shall be accompanied by an original receipt or other original voucher. Personal telephone calls shall not be reimbursed.

9. Special Provisions for County Employees on Indefinite Assignments

When approved by the department head and County Executive Officer, employees assigned indefinitely (for periods of 90 days or more) out of town are provided the following compensation options:

A. Standard reimbursements as provided herein (or limited by program provisions); or

B. Commuter model compensation:

Meals: \$50.00 per day or portion thereof in travel status

Lodging: \$1,500 per month (prorated at \$50.00 per day)

Transportation Allowance: \$600 per month (Parking, Car Rental, etc):

Under the commuter model, no receipts or records are required by the County. However, the employee must substantiate deductible expenses on his/her personal tax return. No tax deduction is allowed by IRS if assignment is expected to exceed one year. The "commuter model compensation" will be grossed up by a factor of 20% to recognize this tax impact for employees whose assignments are expected to exceed one year. C. Relocation model – reimbursement for relocation expenses pursuant to existing county policy of up to 15% of current pay or \$7,500, whichever is greater. Employees who fail to complete at least 18 months of indefinite assignment, will be required to repay the County based on the following schedule:

1. Termination within twelve (12) months of hire date 100% of paid relocation expenses.

2. Termination after twelve (12) months from hire date, but less than eighteen (18) months, prorate percentage of paid relocation expenses (calculated at month end):

a. Twelve (12) Months – 86% of paid relocation expenses

- b. Thirteen (13) Months – 72% of paid relocation expenses
- c. Fourteen (14) Months – 58% of paid relocation expenses
- d. Fifteen (15) Months – 44% of paid relocation expenses
- e. Sixteen (16) Months – 30% of paid relocation expenses
- f. Seventeen (17) Months – 16% of paid relocation expenses

3. No repayment is required after eighteen (18) months of employment (19th month of employment).

10. Travel Authorization

Reimbursement for travel expenses require prior authorization as follows, unless approved by the Board of Supervisors in the departmental budget:

A. By County Executive Officer:

All travel wherein the estimated total cost (including transportation, lodging, and meals) is \$1,000 or more per person.

B. By Department Head:

All travel wherein the estimated total cost (including transportation, lodging and meals) is less than \$1,000 per person.

11. Use of Claim Form

Employee expense claim must be filed on a form approved by the county, and must include date, business destination, amount, and business purpose. Claims shall be filed promptly, normally no later than the end of the month following that in which the travel and/or other necessary expenses occurred. Commuter model compensation and relocation model compensation will be processed as additional pay, and no other form will be required. Receipts are required for reimbursement of any amount. All claim forms and associated documents related to reimbursable county expenditures are considered public records, which are subject to disclosure under the California Public Records Act {Chapter 3.5 (Commencing with Section 6250) of Division 7 Title 1}.

12. Reports

Per California Government Code Section 53232.3 subparagraph (d), legislative body members are required to provide brief reports on meetings attended at the expense of the county at the next regularly scheduled meeting of the legislative body.

13. Penalties

Penalties for the misuse of public resources or falsifying expense reports in violation of expense reporting policies may include, but not be limited to, the penalties specified in government Code section 53232.4.

Reference:

Minute Order dated 01/21/1975
Minute Order 3.3 of 04/29/1997
Minute Order 3.3 of 10/16/2001
Minute Order 3.8 of 04/08/2003
Minute Order 3.7b of 05/02/2006

Community College Education Assistance Center Budget for 2006-07

SECTION A – STAFF COST							
Staff Position & Name of Staff	Number in Position	% Time Spent on WIA (b)	Annual Hours	% of Total Hours	Hourly Rate	TOTAL COST	TOTAL %
							10 Months
District Dean-Workforce Preparation-Shelagh Camak	1	5.5%	2080	114.4	63.28	7,239	6,033
District Dean-Occupational Education-Ron Vito	1	5.5%	2080	114.4	67.85	7,762	6,468
Assistant Director-Student Financial Services-Grace Plascentia	1	20.0%	2080	416.0	45.57	18,957	15,798
Outreach Specialist-Student Financial Services-Susan Avery	1	20.0%	2080	416.0	26.62	11,074	9,228
Outreach Specialist-Student Financial Services-Stacy Williams	1	20.0%	2080	416.0	25.98	10,808	9,006
Support Specialist-Student Financial Services- Nelya Castro	1	20.0%	2080	416.0	20.38	8,478	7,065
Support Specialist-Student Financial Services- Erma Bluitt	1	20.0%	2080	416.0	23.56	9,801	8,167
Counselor/Instructor-Student Financial Services-Jeff Townsell		20.0%	2080	416.0	40.80	16,973	14,144
Job Placement Technician-Greg Ramirez	1	45.0%	2080	936.0	28.61	26,779	22,316
Secretary IV-Outreach-Michelle Davilla	1	20.0%	2080	416.0	25.99	10,812	9,010
Educational Advisor-Outreach-Sinar Lomeli	1	6.0%	2080	124.8	18.85	2,352	1,960
Outreach Specialist-Tony (Gustavo) Ortiz	1	25.0%	2080	520.0	25.98	13,510	11,258
SUBTOTAL: STAFF SALARIES						144,545	120,454

SECTION B – BENEFIT COST						
Benefits (Describe)		Rate (%)	Salaries			
Staff Benefits Rate-Combined		28.939 0%	120,45 4			34,858
						0
SECTION C-INDIRECT COST RATE						
Indirect Cost Rate		6.0%	155,31 2			9,319
SUBTOTAL: STAFF BENEFITS						0
TOTAL STAFF COSTS – (Section A)						120,454
TOTAL STAFF BENEFITS – (Section B)						
						34,858
SUBTOTAL PROGRAM COSTS – (Total of Sections A+B)						155,312
Indirect Cost Rate -(Section C)						9,319
TOTAL PROGRAM COSTS						164,631

Note 2: If indirect cost rate is charged, you must submit cost rate letter from a cognizant federal agency.

Note: For staff salaries and other contract expenses that are supported by more than one project fund, the Contractor must develop a Cost Allocation Plan for those charges. This plan must be submitted with the proposal and must be updated as budget changes occur. This plan must be on file and available at all times for audit and monitoring.

Community College Education Assistance Center
 Cost Allocation Plan
 2006/07 BUDGET

Cost Category	WIA FUNDING	NON-WIA FUNDING
TOTAL-SECTION A- STAFF COSTS		
District Dean-Workforce Preparation-Shelagh Camak	6,032.69	
District Dean-Occupational Education-Ron Vito	6,468.37	
Assistant Director-Student Financial Services-Grace Plascentia	15,797.60	
Outreach Specialist-Student Financial Services-Susan Avery	9,228.27	
Outreach Specialist-Student Financial Services-Stacy Williams	9,006.40	
Support Specialist-Student Financial Services- Nelya Castro	7,065.07	
Support Specialist-Student Financial Services- Erma Bluitt	8,167.47	
Counselor/Instructor-Student Financial Services-Jeff Townsell	14,144.00	
Job Placement Technician-Greg Ramirez	22,315.80	
Secretary IV-Outreach-Michelle Davilla	9,009.87	
Educational Advisor-Outreach-Sinar Lomeli	1,960.40	
Outreach Specialist-Tony (Gustavo) Ortiz	11,258.00	
SUB-TOTAL STAFF COSTS	120,454	
SUB-TOTAL STAFF BENEFITS @29.33%	34,858	
TOTAL - SECTION A-B - STAFF SALARIES & BENEFITS		
SUB-TOTAL PROGRAM COSTS (SECTIONS A-B)		
INDIRECT EXPENSES @6%	9,319	
UNRECOVERED INDIRECT @ 30.5% OF FUNDED DIRECT COSTS		47,370
TOTAL PROGRAM COSTS	164,631	47,370

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-4

Date: August 29, 2006

Subject: Agreement with Fender Museum of Music and the Arts

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Fender Museum of Music and the Arts for facilities use. This agreement provides a venue for Norco Campus classes. The term of this agreement is August 30, 2006 to September 1, 2007, and includes a use fee not to exceed \$96,000.00. Should the number of classes offered drop significantly, the use rate of \$25.00 per hour per class and a \$25.00 per hour fee for a Fender Museum of Music and Arts staff member will apply. Total amount not to exceed \$96,000.00. Funding source: General Fund.

This agreement has been reviewed by Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor, Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from August 30, 2006 to September 1, 2007, for an amount not to exceed \$96,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Dawn Lindsay
Dean of Instruction



AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
FENDER MUSEUM OF MUSIC
AND THE ARTS

WHEREAS, Riverside Community College District (RCCD) desires to use the facilities and premises of Fender Museum of Music and the Arts, 365 N. Main Street, Corona, California 92860 for the purpose of holding college level educational classes; and

WHEREAS, Fender Museum of Music and the Arts desires to cooperate with RCCD in the use of its facilities;

NOW THEREFORE, the parties agree as follows:

1. For the use of classrooms at the Fender Museum of Music and the Arts, RCCD will contribute an amount not to exceed \$96,000.00 for the period August 30, 2006 thru September 1, 2007 (Fall, Winter, Spring and Summer). Should the number of classes being offered at Fender Museum show a substantial reduction during any semester the use fee will be the sum of \$25.00 per hour per class and \$25.00 per hour for a Fender Museum of Music and Arts staff fee. Fees will be billed and processed for payment approximately 7 days after the start of each semester.
2. RCCD will be responsible for any damages sustained to the building or equipment up to \$10,000 occurring as a direct result of occupancy of the building by RCCD.
3. Fender Museum of Music and the Arts will hold harmless and indemnify RCCD for any claims, lawsuits or liabilities of any type suffered by RCCD arising from the Fender Museum of Music and the Arts' acts or omissions in the performance of this contract. RCCD will hold harmless and indemnify Fender Museum of Music and the Arts for any claims, lawsuits, or liabilities of any type suffered by the Contractor arising from RCCD's acts or omissions in the performance of this contract.
4. RCCD shall not make or permit other persons to make any alterations to premises without first obtaining the written consent of Fender Museum of Music and the Arts.
5. Fender Museum of Music and the Arts shall bear all costs of utilities for heat, light, and power. Fender Museum of Music and the Arts shall provide all

comforts conducive to an educational class, such as lighting, air conditioning, heat, and water.

6. Fender Museum of Music and the Arts and RCCD will share the use of said facility for Fall, Winter, Spring and Summer Sessions on mutually agreeable dates and times throughout the period August 23, 2006 to August 30, 2007. RCCD holidays are as follows:

<u>Holidays:</u>	Sept. 4, 2006	Nov. 10, 2006	Nov. 23-26, 2006
	Dec. 25, 2006	Jan. 1, 2007	Jan. 15, 2007
	Feb. 16-19, 2007	April 9-13, 2007	May 28, 2007
	July 4, 2007		

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

RIVERSIDE COMMUNITY
COLLEGE DISTRICT

FENDER MUSEUM OF MUSIC
AND THE ARTS

By: _____

By: _____

Title: James L. Buysse
Vice Chancellor, Administration & Finance

Title: _____

Date: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-5

Date: August 29, 2006

Subject: Agreement with Network International Exports, Inc.

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Network International Exports, Inc. to provide project management assistance in the Market Development Cooperator Program (MDCP) grant and provide export assistance services for clients of the Center for International Trade Development (CITD) in connection with the MDCP grant. This assistance will be provided for a fee of \$40 per hour, not to exceed \$16,000.00 (maximum 400 hours). Additionally, international/ domestic travel expenses incurred by Network International Exports, Inc. will be reimbursed up to a maximum of \$6,000.00. The amount of the agreement will not exceed \$22,000.00. The term of the agreement is from September 1, 2006 through December 31, 2006. Funding source: U.S. Department of Commerce, International Trade Administration Market Development Cooperator 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. Activities connected with this contract are deemed to be low-risk by the staff. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor, Instruction, John Tillquist, Dean, Business, CIS, Economic Development and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement for the period of September 1, 2006 through December 31, 2006, for \$22,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Jeff Williamson
Statewide Director, Centers for International Trade Development

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND NETWORK INTERNATIONAL EXPORTS INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 30th day of August 2006, by and between the Riverside Community College District, hereinafter referred to as "RCCD," and Network International Exports, Inc., hereinafter referred to as "CONSULTANT".

2. RECITALS.

2.1 CONSULTANT is a professional consultant, experienced in providing International Trade Counseling and Business Assistance services to public agencies and familiar with the purposes and powers of RCCD; and

2.2 Because of CONSULTANT's expertise, RCCD desires to retain CONSULTANT to render certain International Trade Counseling and Business Assistance services in connection with "The Market Development Cooperator Program" as set forth herein.

3. SERVICES OF CONSULTANT; TERM.

3.1 General Description of Services. CONSULTANT shall furnish all technical and professional services, including labor, materials, equipment, transportation, supervision and expertise, necessary to perform fully and adequately the tasks set forth in the Scope of Work attached hereto as Exhibit "A" and herein incorporated by reference ("Services") so as to complete the Project in a good and workmanlike manner.

3.2 Term. The Term of this Agreement shall be from September 1, 2006 until December 31, 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 under this contract 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 \$22,000 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 Mark Matsumoto 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:

Mark Matsumoto
Network International Exports, Inc.
3972 Barranca Parkway, Suite 296-J
Irvine, CA 92606
Tel: (949) 752-7696
EIN #: 33-0967777

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: _____
Mark Matsumoto
President

Date: _____

Date: _____

EXHIBIT "A" TO RCCD CONSULTANT AGREEMENT

SCOPE OF WORK

- 1) Project management assistance as outlined in the Market Development Cooperator Program and provision of export assistance services for clients of the Center for International Trade Development in connection with the Market Development Cooperator Program, in coordination with the Statewide Director, Centers for International Trade Development, in agreement with the intent and allowable activities established by the funding source (U.S. Department of Commerce, International Trade Administration).
 - a. Execution of project plan and activities
 - b. Market development activities and marketing communications
 - i. Development of foreign markets for the U.S. export of education services through communications with potential cooperators and end-users in targeted foreign markets
 - ii. Communication and facilitation of export opportunities to education service providers (private firms, education institutions, and other as outlined in the Market Development Cooperator workplan)
 - iii. Web portal content development
 - c. Development of partners and cooperators
 - i. Planning and coordination with U.S. Embassies (Commercial and Educational interests sections), associations (both domestic and foreign); and other parties to facilitate achieving the objectives of the Market Development Cooperator program
 - d. Outbound and Inbound trade mission organization
 - i. organization and promotion of activities to targeted clients, through various marketing communications, and event management activities
 - e. Reporting & Recordkeeping
 - i. collection of data and information as it relates to the program objectives

EXHIBIT "B" TO RCCD CONSULTANT AGREEMENT

COMPENSATION SCHEDULE

- A maximum of 400 hours of service @ \$40 dollars per hour for a maximum of \$16,000. this amount includes all costs incurred by the Service Provider in the provision of contract services with the exception of travel noted below.
- Actual expenses up to a maximum of \$6,000 for international/domestic travel reimbursements related to achievement of objectives in the Outbound Trade Promotion and Inbound Trade Promotion sections of the Market Development Cooperator Program narrative.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-6

Date: August 29, 2006

Subject: Sublease Agreement with County of Riverside Economic Development Agency
for the Culinary Academy

Background: Presented for the Board's review and consideration is an agreement between the Riverside Community College District and County of Riverside Economic Development Agency, to supply office space and adequate classroom and laboratory facilities to operate the Culinary Academy. The term of the agreement is from September 1, 2006 through June 30, 2007. Total expenses will be \$99,232.50, which represents rent at the rate of \$9,923.25 per month. Funding source: General Fund.

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor, Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for September 1, 2006 through June 30, 2007, for an amount of \$99,232.50, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia McKee-Leone
Interim Vice President, Academic Affairs

SUBLEASE
(ECONOMIC DEVELOPMENT AGENCY
1151 SPRUCE STREET, RIVERSIDE, CALIFORNIA)

The COUNTY OF RIVERSIDE, herein called County, Subleases to Riverside Community College District called Sublessee, the property described below upon the following terms and conditions:

1. Recitals. County holds a leasehold interest, as Lessee, under that certain Lease Agreement between Daniel C. Burke, Michael P. Burke, Adrienne C. Burke and Elaine Ortuno, Lessor and County (herein defined as the "Master Lease") pertaining to the property described below.

2. Description. The subleased premises hereby consist of approximately 6,600 square feet of office space and 5,435 square feet of shared common space located within that certain building located at 1151 Spruce Street, Riverside, California, as more particularly described in Exhibit "A", attached hereto and by this reference made a part of this Sublease.

3. Use.

(a) The premises are subleased to Sublessee solely for the purpose of providing office space with non-proprietary rights.

(b) Sublessee shall have the use of the subleased premises and common usage of the walkways, rest rooms, driveways, vehicular parking spaces, and other similar facilities maintained by Lessor for Lessee and the public.

(c) The subleased premises shall not be used for any other purpose without first obtaining the written consent of County, which consent shall be in the absolute discretion of County.

4. Term.

(a) The term of this Sublease shall be for a period of ten months effective as of September 1, 2006 and terminating June 30, 2007.

(b) Any holding over by Sublessee after the expiration of said term shall be deemed a month-to-month tenancy upon the same terms and conditions of this Sublease.

5. Rent. Sublessee shall pay the sum of \$9,923.25 per month to County through its Economic Development Agency as rent for the subleased premises, payable, in advance, on the first day of the month. In the event Sublessee cannot take useful occupancy of the subleased premises until after the first day of the month, the rentals for the first and last months shall be prorated on a 30 day calendar basis, payable on the date of occupancy for the first month and on the first day of the last month.

6. Custodial Services. County shall provide custodial services in connection with the subleased premises.

7. Utilities. Sublessee shall provide and pay for telephone services. County shall provide and pay all other utility services.

8. Maintenance. County shall maintain the interior and exterior of the subleased premises in good working order and repair.

8. Security. County shall provide security Monday through Friday, 6:30am to 6:00pm. Riverside Community College District agrees to provide regular college security for students Monday through Sunday beyond regularly scheduled building security.

10. Furniture, Furnishings and Equipment.

(a) Furnishings are the sole property of the Riverside County Development Agency that permits its usage during the term of the Sublease. The following equipment is included in the Sublease: 12 computer workstations for classroom and staff, one computer for the cash register system, two print servers, one CD Writer, one Laser Jet 1300 printer and one HP Laser Jet 2200. Furniture and equipment usage fees are included in the monthly license cost.

(b) As part of this agreement, Sublessee agrees to lease from County certain furniture, furnishings, and equipment.

(c) At or prior to the termination of this sublease, Sublessee shall remove, or cause to be removed, all such furniture, furnishings, equipment and office supplies from said building, which were not leased from County, in which the subleased premises are located, and in the event such removal injures or damages the premises, Sublessee, at Sublessee's expense, shall restore the subleased premises.

11. Signs. Sublessee shall not erect, maintain or display any signs or other forms of advertising upon the subleased premises without first obtaining the written approval of County, which approval shall not be unreasonably withheld.

12. Improvements by Sublessee. Any alterations, improvements or installation of fixtures to be undertaken by Sublessee shall have the prior written consent of County. Such consent shall not be unreasonably withheld by County.

13. Rights of County. County, through its authorized representatives, shall have the right to enter the subleased premises for the purpose of inspecting, monitoring and evaluating the obligations of Sublessee hereunder and for the purpose of doing any and all things which it is obligated and has a right to under this Sublease.

14. Compliance with Government Regulations. Sublessee shall, at its expense, comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to the subleased premises. The final judgment, decree or order of any court of competent jurisdiction, or the admission of Sublessee in any action or proceedings against Sublessee, whether Sublessee is a party thereto or not, that Sublessee has violated any such statutes, regulations, rules, ordinances or orders, in the use of the subleased premises, shall be conclusive of that fact as between County and Sublessee.

15. Termination by County. County shall have the right to terminate this Sublease forthwith:

(a) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of Sublessee as debtors.

(b) In the event that Sublessee makes a general assignment, or Sublessee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

(c) In the event of abandonment of the subleased premises by Sublessee.

(d) In the event Sublessee fails or refuses to perform, keep or observe any of Sublessee's duties or obligations hereunder; provided, however, that Sublessee shall have thirty (30) days in which to correct Sublessee's breach or default after written notice thereof has been served on Sublessee by County.

(e) County shall have the right to terminate this sublease with ninety (90) days advance written notice to Sublessee in the event that funding from county, state, or federal sources is reduced or eliminated.

16. Insurance. Sublessee shall during the term of this Sublease:

(a) Procure and maintain Workers' Compensation Insurance as prescribed by the laws of the State of California.

(b) Procure and maintain comprehensive general liability, and professional and malpractice liability insurance coverage that shall protect Sublessee from claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from Sublessee's use of the subleased premises or the performance of its obligations hereunder, whether such use or performance be by Sublessee, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall name County as an Additional Insured with respect to this sublease and the obligations of Sublessee hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00 per occurrence.

(c) Cause its insurance carriers to furnish County by direct mail with Certificate(s) of Insurance showing that such insurance is in full force and effect, and that County is named as an Additional Insured with respect to this Sublease and the obligations of Sublessee hereunder. Further, said Certificate(s) shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to County prior to modification, cancellation or reduction in coverage of such insurance. In the event of any such modifications, cancellation or reduction in coverage and on the effective date thereof, County shall have the right to cancel this sublease with thirty (30) days advanced notice in writing to Sublessee, unless County receives prior to such effective date another certificate from an insurance carrier of Sublessee's choice that the insurance required herein is in full force and effect. Sublessee shall not take possession or otherwise use the subleased premises until County has been furnished Certificate(s) of Insurance as otherwise required in this Paragraph 15.

17. Hold Harmless.

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

(b) Indemnification by EDA, through the County of Riverside. EDA,

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

(c) The specified insurance limits required in Paragraph 15 above shall in no way limit or circumscribe Sublessee's obligations to indemnify and hold County free and harmless herein.

18. Assignment. Sublessee cannot assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties or obligations hereunder to any person or entity without the written consent of County being first obtained, which consent shall be in the absolute discretion of County. In the event of any such transfer, as provided in this Paragraph 17, Sublessee expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Sublease.

19. Toxic Materials. During the term of this Sublease and any extensions thereof, Sublessee shall not violate any federal, state or local law, ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the subleased premises, including, but not limited to, soil and groundwater conditions. Further, Sublessee, its successors, assigns and Sublessees, shall not use, generate, manufacture, produce, store or dispose of on, under or about the subleased premises or transport to or from the subleased premises any petroleum products, flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials, (collectively, "hazardous materials"). For the purpose of this sublease, hazardous materials shall include, but not be limited to, substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; The Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in Sections 25115 and 25117 of the California Health and Safety Code or as "hazardous substances" in Sections 25316 and 25501 of the California

Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

20. Free from Liens. Sublessee shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to Sublessee, in, upon, or about the subleased premises, and which may be secured by a mechanics', materialman's or other lien against the subleased premises or County's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Sublessee desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, Sublessee shall forthwith pay and discharge said judgment.

21. Employees and Agents of Sublessee. It is understood and agreed that all persons hired or engaged by Sublessee shall be considered to be employees or agents of Sublessee and not of County.

22. Binding on Successors. Sublessee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Sublease, and all of the parties thereto shall be jointly and severally liable hereunder.

23. Waiver of Performance. No waiver by County at any time of any of the terms and conditions of this Sublease shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms and conditions contained herein or of the strict and timely performance of such terms and conditions.

24. Severability. The invalidity of any provision in this Sublease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

25. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Sublease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

26. Attorneys' Fees. In the event of any litigation or arbitration between Sublessee and County to enforce any of the provisions of this Sublease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to

the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment or award rendered in such litigations or arbitration.

27. Notices. Any notices required or desired to be served by either party upon the

other shall be addressed to the respective parties as set forth below:

NOTICES/RENT:

County of Riverside
Economic Development Agency
1151 Spruce Street
Riverside, California 92507

SUBLESSEE:

Riverside Community College District
4800 Magnolia Avenue
Riverside, California 92506

or to such other addresses as from time to time shall be designated by the respective parties.

ADDITIONAL INFORMATION:

County of Riverside
Department of Facilities Management
3133 Mission Inn Avenue
Riverside, California 92507-4199

or to such other addresses as from time to time shall be designated by the respective parties.

28. Permits, Licenses and Taxes. Sublessee shall secure, at its expense, all necessary permits and licenses as it may be required to obtain, and Sublessee shall pay for all fees and taxes levied or required by any authorized public entity. Sublessee recognizes and understands that this sublease may create a possessory interest subject to property taxation and that Sublessee may be subject to the payment of property taxes levied on such interest.

29. Paragraph Headings. The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Sublease.

30. County's Representative. County hereby appoints the Director of Facilities Management as its authorized representative to administer this Sublease.

31. Agent for Service of Process. It is expressly understood and agreed that in the event Sublessee is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, Sublessee shall file with the County's Director of Facilities Management, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Sublease, and the delivery to such agent of a copy of

any process in any such action shall constitute valid service upon Sublessee. It is further expressly understood and agreed that Sublessee is amenable to the process so served, submits to the jurisdiction of the court so obtained and waives any and all objections and protests thereto.

32. Entire Sublease. This sublease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements, and understandings, oral or written, in connection therewith. This sublease may be changed or modified only upon the written consent of the parties hereto.

33. Subject to Master Lease. Sublessee expressly understands and agrees that this Sublease is subject to, and bound by, the terms and conditions set forth in the Master Lease as herein defined.

34. Interpretation. The parties hereto have negotiated this Sublease at arms length and with advice of their respective attorneys, and no provision contained herein shall be construed against County solely because it prepared this Sublease in its executed form.

35. Director of Facilities Management Authority. The authority for the Director of Facilities Management to execute this Sublease is contained in Resolution No. 97-251, heretofore approved by County's Board of Supervisors on December 9, 1997.

36. Approval. This Sublease shall not be binding or consummated until its approval by the Director of the Department of Facilities Management.

Dated: _____ (Sublessee)
Riverside Community College District

By: _____
Dr. James L. Buysse
Vice Chancellor of
Administration and Finance

Dated: _____

COUNTY OF RIVERSIDE
(Sublessor)

By: _____
ROBERT FIELD, Director
Department of Facilities Management

CONSENT TO SUBLEASE:

By: _____

By: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-7

Date: August 29, 2006

Subject: Memorandum of Understanding with Jurupa Unified School District College Academies Program

Background: Presented for the Board's review and consideration is a Memorandum of Understanding between Riverside Community College District and Jurupa Unified School District (JUSD), which specifies the terms and conditions that apply to the grant funding received from the James Irvine Foundation for the Jurupa Early College Academies Program. The term of this Memorandum is August 30, 2006 through June 13, 2008. Funding paid to JUSD under this Memorandum will not exceed \$137,885.00. Funding source: James Irvine Foundation.

This Memorandum of Understanding has been reviewed by Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approving the Memorandum of Understanding, for August 30, 2006 through June 13, 2008, for an amount not to exceed \$137,885.00, and authorize the Vice Chancellor, Administration and Finance, to sign the Memorandum of Understanding.

Salvatore G. Rotella
Chancellor

Prepared by: Ron Vito
District Dean, Occupational Education

Memorandum of Understanding
Between Riverside Community College District
And Jurupa Unified School District

This Agreement, entered into this August 30, 2006, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, and Jurupa Unified School District, whose address is 4850 Pedley Road, Riverside, CA 92509, is effective to cover activities beginning August 30, 2006 and ending June 13, 2008.

It is agreed that Jurupa Unified School District will provide the following match resources throughout the duration of the Memorandum of Understanding (MOU) in direct support of the operation of the Jurupa Early College Academies Program, to be located on the Opal St. Rubidoux High School campus:

- On-Site Program Director @ 20% FTE (estimated value \$42,845, including benefits)
- Principal/Assistant Principal @ 100% FTE (estimated value \$238,000, including benefits)
- General office supplies, including printing, copying and postage costs @ \$1,527
- Substitutes, if needed, to allow Jurupa Early College Academies Program faculty to participate in program-related activities at 50% of the cost (estimated at \$6,000)
- Indirect costs incurred on total match of \$288,372 @ 4.06% (\$11,708)

The estimated total value of these match resources, which will be committed between August 30, 2006 and June 13, 2008 is \$300,080.

Riverside Community College District will reimburse Jurupa Unified School District, using funds awarded by the James Irvine Foundation, for the following costs incurred in the operation of the Jurupa Early College Academies Program:

- On-Site Program Director @ 50% FTE in year one (August 30, 2006 – June 30, 2007) and 35% in year two (July 1, 2007 – June 13, 2008) at a maximum cost of \$90,416
- General office supplies, including printing, copying and postage costs at a maximum of \$7,869
- Substitutes, if needed, to allow Jurupa Early College Academies Program faculty to participate in program-related activities at 50% of the cost (estimated at \$6,000)
- Stipends, if needed, to allow Jurupa Early College Academies Program faculty to participate in program-related activities at maximum total cost of \$30,000
- Lunch for Jurupa Early College Academies Program staff participating in program-related activities at a maximum total cost of \$3,600

The goal of the Jurupa Early College Academies Program is to develop and assess a new early college high school model in Riverside County that offers a college preparatory curriculum plus academically rigorous career and technical education and lower division college classes in health and public safety in an effort to increase the college going rate and student retention.

In an effort to achieve this goal, Jurupa Unified School District agrees to work collaboratively with Riverside Community College District to fulfill the following objectives and to the extent possible, following the general time periods provided:

By Spring 2006

1. To outreach to parents and students in an effort to recruit 150 to 300 middle and high school students to apply to the Jurupa Early College Academies at the revitalized Rubidoux High School.

By Summer 2006

2. Under the supervision of the joint program coordinating committee, a two-day program retreat will be held for staff identified for service at the new site to train them for their new responsibilities, with particular reference to their roles in implementing organizational change and developing learning communities between students and across subject areas.
3. Staff retreats will be held for Jurupa and RCCD faculty to plan for initial offerings beginning in the fall, 2006.
4. Align curricula to be used in the instructional programs of the two academies and identify learner outcomes.

By Fall 2006

5. To initiate the two planned academies - college preparation and health and public safety - at the old Rubidoux High School site with approximately 150 to 300 students (freshmen and juniors) enrolled in each academy.
6. RCCD institutional research department will establish base line measures of student achievement.
7. Program evaluation plan will be refined and initial data will be collected.

By Winter 2007

8. To prepare and revise courses as needed.

By Spring 2007

9. To refine course sequences and program transfer options for students in the college preparation and health and public safety academies.

By Summer 2007

10. To initiate new courses and change existing courses and course sequences as needed by RCCD.

11. Assisted and guided by a consultant, Jurupa and RCCD academy faculties will review data related to the learning community experience from the first year, make program corrections as needed, and engage in team building activities.

By Fall 2007

12. To enroll additional students (sophomores and seniors) into each academy.

13. To arrange for first career-oriented student internships.

14. To initiate planning for an additional academy (if feasible and desirable).

15. To continue faculty development and planning seminars.

By Winter 2008

16. To continue faculty development and planning seminars.

By Spring 2008

17. To continue faculty development and planning seminars.

By Summer 2008

18. To arrange the first civic internships and foreign travel opportunities for academy students.

Total payment to be made under this MOU from grant funds shall not exceed \$137,885 for the period of August 30, 2006 through June 13, 2008. Jurupa Unified School District will invoice Riverside Community College District on a quarterly basis for grant-funded expenses incurred under the terms of this agreement and concurrently provide documentation of its match contribution for the same period.

Signature Authorization Page

Riverside Community College District

Jurupa Unified School District

James L. Buysse
Vice Chancellor, Administration and Finance

Elliot Duchon
Superintendent

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-8

Date: August 29, 2006

Subject: Memorandum of Understanding with Jurupa Unified School District for the Rubidoux Annex

Background: Presented for the Board's review and consideration is a Memorandum of Understanding between the Riverside Community College District and Jurupa Unified School District, to supply office space and adequate classroom and laboratory facilities to offer and support RCCD classes at the Rubidoux Annex. The term of the agreement is from July 1, 2006 through June 30, 2007. Total cost for this project not to exceed \$1.00. Funding source: General Fund.

This Memorandum of Understanding has been reviewed by Sylvia Thomas, Associate Vice Chancellor, Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees ratify the Memorandum of Understanding, for July 1, 2006 through June 30, 2007, for a cost of \$1.00, and authorize the Vice Chancellor, Administration and Finance, to sign the Memorandum of Understanding.

Salvatore G. Rotella
Chancellor

Prepared by: Ron Vito
District Dean, Occupational Education

MEMORANDUM OF UNDERSTANDING
RELATED TO THE
PROGRAMS AND OPERATION OF THE RUBIDOUX ANNEX

This Memorandum of Understanding ("MOU"), dated and effective as of this 1st day of July, 2006, is entered into by and between the Jurupa Unified School District, a public school district organized and existing pursuant to California law, ("Jurupa") and the Riverside Community College District, a public community college organized and existing pursuant to California law ("RCCD"). Jurupa and RCCD may hereinafter be referred to individually as Party and collectively as Parties.

RECITALS

A. Jurupa is a public school district providing educational services for children in kindergarten through grade 12. RCCD is a public community college district providing educational services primarily to adults in grade 13 and beyond. The Parties desire to participate jointly in the creation and administration of a new type of school: Career oriented academies organized into small learning communities in accordance with the early college high school model.

B. The proposed mission statement for the Rubidoux Annex is set forth in this Recital. However, as the Parties develop newer conceptual models for the educational programs and services to be offered at the Annex, they may modify the Mission Statement. The Mission Statement initially shall be as follows:

"The Rubidoux Annex is designed to serve two major educational goals in service to the people of Jurupa. One goal is to provide a fresh chance for adolescents to succeed in life by offering them enhanced opportunities for academic learning and career development in academies organized into small learning communities. Academic and career oriented programs will be included, both leading to post-secondary education and to success in life. A second goal is to provide a sustained program of post-secondary educational opportunities for adults within the Jurupa community."

C. In fulfilling the proposed mission the Parties understand that each has designated and limited educational authority and responsibilities under the laws of California. With regard to the small learning community academies within the Rubidoux Annex, the Parties intend to establish program development and governance mechanisms for reaching shared and collaborative decisions concerning the programs and operations of the academies. This notwithstanding, in the event of conflict, the Parties further understand and agree that with respect to academy programs and operations Jurupa's educational policies, regulations and decisions shall supersede any program, policy, decision or action of RCCD. Similarly, RCCD will remain mindful and sensitive to the expressed desires of the Jurupa community for particular

post-secondary program offerings, but RCCD's educational policies, regulations and decisions will be final in regard to RCCD course and program offerings.

D. The purpose of this MOU is to set forth the Parties' general intent with respect to the program and operation of the Rubidoux Annex. The governing board of each Party has determined that the construction of the Annex and the proposed use thereof, as set forth herein and as the Parties may subsequently agree, is consistent with the Party's authorized purposes and that it has authority to implement the Parties' joint intent as outlined in this MOU.

NOW, THEREFORE, the parties to this MOU do acknowledge and state as follows:

1. The recitals stated above are hereby incorporated as operative and effective parts of this MOU.

2. This MOU sets forth the intent and understanding of the Parties hereto with regard to the Rubidoux Annex and its intended use. This MOU shall not be deemed to constitute or create any binding legal duty, right, or obligation for or on behalf of any Party hereto.

3. Jurupa will consult with RCCD on the design and classroom utilization of the Rubidoux Annex, but all authority and responsibility for the construction of classrooms, laboratories, and other facilities utilized by the Center shall reside with Jurupa.

4. In making classroom and laboratory space available for use by RCCD, both Jurupa and RCCD will consider student and program needs. Following a mutually agreed to assessment of those needs, Jurupa and RCCD will enter annually into an "Agreement for Use of District Facilities." Said Agreement will be in accordance with Jurupa policies and procedures governing facility use by outside entities. The specific terms of the agreement shall be reviewed annually and may change by mutual consent. The initial annual fee to be charged by Jurupa will be \$1.00, and will remain in effect for a period to be determined by the parties.

5. Subject to the limitations specified elsewhere in this MOU, each Party shall have responsibility for implementing and maintaining the mission of the Rubidoux Annex through the curriculum and programs that have been developed and approved by the Parties for the identified components of the Center. The Parties intend that any contracts or grants received to advance identified programs of the Center shall be managed according to the terms agreed to in the grant or contract award.

6. In the event that the Parties decide that the post-secondary part of the Center's mission should be terminated, RCCD will be given reasonable time, as provided in a subsequent agreement, to vacate the premises. Equipment owned by each Party shall remain the property of the same Party.

7. The signatories to this MOU represent and warrant that they are duly authorized to execute this MOU on behalf of the institution they represent.

Jurupa Unified School District

Riverside Community College District

By: _____
Elliott Duchon, Superintendent

Dr. James L. Buysse
Vice Chancellor, Administration
and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND DEVELOPMENT

Report No.: VI-B-1

Date: August 29, 2006

Subject: CEQA Amendment - School for Performing and Media Arts

Background: The College District needs to secure the services of a Civil Engineer to amend CEQA documents associated with the future site of the School for Performing and Media Arts. The amended CEQA study is needed in order to demolish the existing buildings on the site.

Staff proposes that the District enter into an agreement with KCT Consultants, Inc. to complete the CEQA study, including a full Environmental Impact Report (EIR). The agreement term would be from August 30, 2006, to the estimated project completion date of June 30, 2007, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance or his designee, without a formal amendment to this agreement. Total Cost of the Agreement: \$191,586.50

Funding source: District Funds, Resource 4130.

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement with KCT Consultants, Inc., in the amount of \$191,586.50, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

AGREEMENT BETWEEN KCT CONSULTANTS, INC.
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on the 30th day of August, 2006, by and between KCT CONSULTANTS, INC., hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services for the School for Performing and Media Arts Project: Reference Exhibit I and Exhibit I A attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s) and at the job site for the project.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction.
4. The term of this agreement shall be from August 30, 2006, to the estimated completion date of June 30, 2007, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this agreement shall not exceed \$191,585.50 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. All data prepared by Consultant and LSA Associates, Inc. hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement (Reference Exhibit I and Exhibit I A), except that the Consultant shall have the right to retain copies of all such data for Consultant's records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (Consultant 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 Consultant shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by District), District, its officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any liability whatsoever, based or asserted upon any acts or omission of the District, its agents, independent contractors, consultants and employees, for property damage, bodily injury, or death (District employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold Consultant 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.
10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an

additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

11. 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.
12. Consultant services under this agreement may not be assigned without the advance written consent of the District.

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

KCT Consultants, Inc.

Riverside Community College District

Don J. Edison
Principal

James L. Buysse
Vice Chancellor
Administration and Finance

Agreement Between KCT Consultants, Inc.
and
Riverside Community College District

Exhibit I

Scope of Services

Task 1: RSA Master Plan pre-submittal meetings: As a result of the review of the RSA Mitigated Negative Declaration, the City of Riverside has requested pre-submittal meetings to go over the scope of the RSA project and the proposed building elevations and parking structures. This will include meetings and coordination with the RSA project team for this pre-submittal of application materials, discussion of CEQA compliance with Planning Director and the meeting with City Representatives for the RSA package submittal.

Fee for Task 1: \$ 8,600.00

Task 2: Master Plan Submittal: As a result of the approval of the Riverside School of the Performing and Media Arts project and the above pre-submittal meetings, the next of step of project implementation is to prepare and process a Master plan submittal with the City of Riverside. This submittal will include:

- Design Review level site plan:
- Building elevations (by architect)
- Landscaping plans (by others)
- City Applications
- Environmental Information Questionnaire
- Environmental Information form
- Hazardous Material questionnaire
- Hazardous Site review
- Written statement of compliance with Downtown Specific Plan, indicating that the appropriate section of the Zoning regulations for the City of Riverside and that the applicant intends to comply with the regulations

Fee for Task 2: \$ 15,500.00

Exhibit I (continued)

Task 3: Street Vacation

A portion of Whittier Place and Fairmount Boulevard will need to be vacated to allow development of the RSA project. This portion of the implementation of the RSA project will require a street vacation package to be processed through the City of Riverside and will include:

- Preparation of Street Vacation exhibit
- City application forms
- Preparation of legal descriptions
- Processing of the Street Vacation

Fee for Task 3: \$ 5,000.00

Task 4: CEQA Documentation, Environmental Analysis, Environmental Impact Report (EIR): Under a separate agreement with KCT Consultants, Inc., LSA Associates, Inc. (LSA) will complete the tasks identified in the attachment Exhibit I A. The total fee for KCT's management of LSA's work and LSA's work as defined in Exhibit I A will be \$162,486.50. Billings for LSA's work will be made directly to KCT. Any increase in the scope of work or additional charges for services provided by LSA must be approved by the District in writing prior to the additional work commencing.

Fee for Task 4: \$162,486.50

Total fees for Tasks 1 through 4 \$191,586.50

Agreement Between KCT Consultants, Inc.
and
Riverside Community College District

Exhibit I A

Scope of Services

Scope of Service to be provided by LSA Associates, Inc. under agreement with KCT, Associates, Inc. on behalf of Riverside Community College District

Scope of Services for the CEQA documentation, the preparation of environmental analysis, and an Environmental Impact Report for the Riverside Community College District (RCCD), School for Performing and Media Arts (RSA). (LSA Proposal No. ZZZ1735D1)

LSA Associates, Inc., will evaluate and prepare an Environmental Impact Report (EIR) and process the environmental documents for the Riverside Community College, School for Performing and Media Arts pursuant to RCCD's *Local Guidelines for Implementing the California Environmental Quality Act*. The RSA project is to be located at the northwest corner of Market Street and University Avenue in the City of Riverside.

PROJECT UNDERSTANDING

The RSA project has an approved Mitigated Negative Declaration, State Clearinghouse Number 2005101119, for a slightly smaller project site. This proposed supplemental RSA project will include the demolition and redevelopment of the Riverside Community College System Office Building, 3835 Market Street, the potentially historic Heiting Building, 3855 Market Street and the Holyrood Hotel, 3801–3823 Market Street/3824–3832 University Avenue. The project requires the approval of the supplemental RSA project and certification of an EIR by RCCD as Lead Agency.

SCOPE OF WORK

LSA is to complete an EIR necessary for the evaluation of potential environmental impacts associated with the demolition of existing buildings and the development of the proposed project. The EIR will focus on historic resources, traffic, and air quality.

Task 1.0: Project Initiation

To ensure the orderly flow of project efforts, a project kick-off meeting will be undertaken at the outset of the work effort. The meeting will be held with staff and the development team to:

- Establish a mutual understanding of the EIR program objectives and key issues, explore community concerns regarding the retail center, and discuss expectations for the consultant's work effort;
- Refine the scope of work to be performed for the EIR and related technical studies;
- Define protocols for requesting information of RCCD staff and the development team;

- Refine the project schedule, establish protocols for product review and coordination with RCCD and define project milestones and decision points;
- Obtain relevant plans, reports, ordinances, and studies applicable to the project; and
- Confirm mailing list for environmental documents.

Prior to the kick-off meeting, LSA will identify its document and information needs to assist staff in accumulating the background information necessary to initiate the program.

Output: Clear project objectives; confirm scope of work and schedule, a mutual understanding of the process and protocols that will be followed, and an identification of key stakeholders in the program.

Task 2.0: Initial Study and Notice of Preparation

Task 2.1: Project Description. LSA will prepare a draft project description, defining the project to be evaluated in the EIR. The project description will be based on the most recent information provided by the KCT, RCCD, and the design team. In addition to providing a detailed narrative of the proposed project, the project description will discuss geographical setting and will summarize the approvals necessary from RCCD and other agencies. Each of the CEQA requirements for an Initial Study/Notice of Preparation project description will be included in this section. The project description will be submitted to KCT and RCCD for review and approval prior to commencement of work on the Initial Study and Notice of Preparation.

Output: Draft project description for KCT and RCCD review prior to substantial investment of time and project cost in analyzing the proposed project.

Task 2.2: Initial Study. LSA will prepare an Initial Study to identify and focus significant environmental effects of the project requiring further analysis in the EIR. The Initial Study will include analysis supporting any determination of non-significant impacts that do not warrant further analysis in the EIR. Analysis and data from available documents provided by the RCCD and/or development team will also be used as the basis for the Initial Study conclusions. It is anticipated that that potential impacts to agriculture, biological resources, archaeological resources and paleontology, geology and soils, hazardous materials, water quality and hydrology, mineral resources, noise, population and housing, recreation, schools, and police and fire will be identified as less than significant and will not require further analysis in the EIR. LSA will prepare a Screencheck Initial Study for the proposed project using the format preferred by the RCCD.

After receiving written comments from the RCCD, LSA will revise the Screencheck Initial Study. The Draft Initial Study will be produced for distribution with the Notice of Preparation (NOP).

Task 2.3: Notice of Preparation. A NOP to prepare an EIR has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments in the public record as to what issues they require to be addressed in the EIR. The NOP will indicate that the EIR is in preparation, and will request input

from each agency and members of the general public regarding the scope and content of the environmental information to be included in the EIR.

LSA will prepare a draft NOP using RCCD's format. The draft NOP will be submitted to RCCD for review and approval as part of the review of the Screencheck Initial Study discussed in Task 2.1. Once final, the NOP will be packaged with the Draft Initial Study for distribution. Using RCCD's distribution list, Responsible Agencies, Trustee Agencies (if any), and other interested parties and members of the public that should receive the Notice of Preparation/Initial Study will be identified by LSA.

Output: Preparation and submittal of 5 copies of the Screencheck Initial Study for review. Preparation of 30 copies of the Draft Initial Study documenting the project's potential for producing significant environmental impacts in accordance with CEQA procedures. LSA will distribute and mail up to 45 copies of the Notice of Preparation (with or without the Initial Study), including 15 copies to the State Clearinghouse.

Task 3.0: Technical Studies

Task 3.1: Air Quality Impact Analysis. The air quality analysis will be conducted to satisfy state and federal environmental requirements. Baseline and project setting meteorological and air quality data in the South Coast Air Basin area developed through the California Air Resources Board (ARB) and climatological and air quality profile data gathered by the South Coast Air Quality Management District (AQMD) will be utilized for the description of existing ambient air quality. LSA will prepare a technical air quality analysis consistent with all applicable procedures and requirements.

Air quality impacts from grading and construction sources will be analyzed based on available information regarding these activities. Fugitive dust emissions would result from wind erosion of exposed soil and soil storage piles, grading operations, and vehicles traveling on paved and unpaved roads. Emissions associated with asphalt paving will be calculated when specific data are available. Emission factors obtained from the EPA's AP-42 document, the AQMD's CEQA Handbook or the manufacturers will be used for construction dust emission estimates. Standard measures for construction activities recommended by the SCAQMD will be identified and incorporated as part of the project's standard conditions.

Changes in regional emissions under the proposed project will be estimated from changes in the regional travel activity (vehicle miles traveled). It is anticipated that project-related traffic trips included in the traffic study will be provided for this air quality analysis. Emissions will be calculated with the CARB's EMFAC 2002 and URBEMIS 2002 air quality models. A screening level and/or detailed carbon monoxide (CO) hot spot analysis will be conducted based on the peak traffic hour volumes projected along roadways in the project vicinity, and turn volumes projected at key affected intersections in the project vicinity that would be affected by the project. The Caltrans Transportation Project Level Carbon Monoxide Analysis Protocol and/or CALINE4 model will be used for the detailed CO hot spot analysis, if necessary. Air quality receptors will be selected according to EPA recommended criteria and will include locations of expected maximum concentrations. A localized significance analysis will be performed to

determine potential impacts on nearby sensitive receptors, such as residences. The air quality analysis will analyze changes in regional pollutant emissions and localized emissions. LSA will work with the RCCD, the City of Riverside and the AQMD, if necessary, to identify feasible mitigation measures. Mitigation measures will be developed as indicated in the impact analysis. LSA will provide responses to review comments from the City and AQMD, and revise the air quality report accordingly.

Output: Preparation and submittal of three (3) copies of the Air Quality Impact Analysis

Task 3.2: Traffic Study. LSA will prepare the Traffic Study for submittal to RCCD and the City of Riverside. Based on City guidelines, traffic conditions will be examined for three analysis scenarios:

- Existing conditions;
- Project completion conditions; and
- Cumulative conditions (includes other approved and pending projects).

Traffic conditions will be examined for the weekday a.m. and p.m. peak hours for each of these scenarios. Specific locations that the City will require to be examined will be confirmed prior to beginning the traffic analysis. It is anticipated that up to five intersections will be included in the analysis.

Specific sub-tasks to be performed during preparation of the Traffic Study follow.

- Task 3.2.1: Project Trip Characteristics. Weekday a.m. and p.m. peak-hour trip generation and distribution for the proposed project will be developed using trip rates contained in the Institute of Transportation Engineers (ITE) Trip Generation (7th Edition) or other rates approved by the City.
- Task 3.2.2: Coordination with City Staff and Study Area Determination. Prior to preparation of the Traffic Study, LSA will submit a signed Scoping Agreement for traffic impact study to the City. This scoping agreement will include the following information:
 - Calculated a.m. and p.m. peak-hour project trip generation;
 - Project trip distribution;
 - Proposed study area and analysis intersections;
 - Opening year conditions to be examined in the traffic analysis; and
 - Cumulative conditions to be examined in the traffic analysis.

City guidelines require analysis of intersections of collector or higher classification streets that will experience growth in peak-hour volumes of 50 or more trips as a result of project traffic. For purposes of this scope and budget, we anticipate that the traffic analysis will examine up to five intersections.

City staff is expected to provide a list of approved and pending projects to be included in the opening year analyses. For purposes of this scope, it is assumed that up to ten approved and pending projects will need to be included in the analyses. If City staff requires that additional

intersections, projects, or operational issues be addressed in the Traffic Study that are not covered in this scope of work, it may be necessary to adjust the scope of work and budget to accommodate these additional requirements.

- Task 3.2.3: Data Collection. The following data will be required to prepare the Traffic Study for the proposed project.
 - Existing Intersection Turn Volumes. Existing weekday a.m. and p.m. peak-period intersection counts will be obtained by LSA for the intersections identified for analysis. As noted above, the actual locations to be analyzed will be determined as part of Task 3.2.2, with final approval by the City. For purposes of this scope and budget, it is anticipated that counts will be collected at up to five intersections.
 - Other Engineering Studies. Traffic studies for any approved or committed projects in the vicinity of the proposed project will need to be collected so that any committed roadway improvements may be incorporated into the project impact analysis, as appropriate.
- Task 3.2.4: Existing Traffic Conditions. Existing weekday a.m. and p.m. peak-hour conditions and levels of service (LOS) will be assessed for the intersections identified for examination. LOS for signalized and unsignalized intersections will be calculated using *Highway Capacity Manual* (HCM) methodologies.
- Task 3.2.5: Project Completion Year Traffic Conditions. As noted above, the specific definition of the opening year conditions analyzed will need to be determined in consultation with City staff, via the Scoping Agreement. Similarly, the growth rate to be used for development of future year background volumes will need to be identified in consultation with City staff. Forecast traffic volumes with the proposed project will be developed by adding the project traffic assignment to the opening year without project traffic conditions. The resulting intersection LOS for each scenario will be calculated using the previously discussed methodologies.
- Task 3.2.6: Cumulative Traffic Conditions. Traffic volumes from approved and pending projects will be added to project completion year traffic volumes. The resulting intersection LOS for each scenario will be calculated using the previously discussed methodologies.
- Task 3.2.7: Project Impact Assessment. Project completion and cumulative intersection LOS will be compared to existing LOS to determine potential project impacts per City level of service criteria.
- Task 3.2.8: Mitigation Measures. Mitigation measures will be identified to offset significant project impacts and to maintain minimum level of service standards. These mitigation improvements may include intersection turn lanes, signalization, and segment lane additions, as appropriate. The LOS with mitigation will be calculated and summarized, along with a comparison of the LOS without mitigation.
- Task 3.2.9: Screencheck Draft Traffic Study Preparation and Submittal. LSA will prepare a Screencheck Draft Traffic Study documenting analysis methodologies, existing conditions, future year conditions, project impacts, and mitigation measures. The Screencheck Draft Traffic Study will be submitted to the client for review.
- Task 3.2.10: Draft Traffic Study Preparation and Submittal. Upon completion of the review by the client and RCCD, LSA will revise the Traffic Study for submittal to the City.
- Task 3.2.11: Traffic Analysis Revisions and Final Traffic Study. Upon completion of RCCD and City review of the Traffic Study, LSA will coordinate with staff to respond to any comments. LSA will then revise the Traffic Study for final review and approval. This task and the associated budget are based on the need to address comments directly related to the analysis and scope of work agreed to in the City's Scoping Agreement. There is a possibility that the City may require analysis of additional

intersections and/or inclusion of additional cumulative projects. In the event the City does expand the scope of the analysis, it will be necessary to adjust the scope of work and budget accordingly.

Output: Preparation and submittal of three (3) copies of the Traffic Study

Task 3.3: Cultural Resources Assessment. LSA proposes to complete a cultural resources assessment of the project area in accordance with the requirements of CEQA. There are three buildings in the project area; two have been previously surveyed and determined eligible for designation under the City of Riverside's Cultural Resources Ordinance (Title 20 of the Municipal Code). LSA key staff for the project will include Janet Hansen, Senior Cultural Resources Manager, who will act as lead architectural historian. LSA staff members meet or will work under the direct supervision of staff who meet the Secretary of the Interior's Professional Qualification Standards in their respective fields.

Specific sub-tasks to be performed during preparation of the Cultural Resources Assessment follow:

- Task 3.3.1: Review Existing Information. LSA will gather and review existing reports and studies relating to the project area as well as the project plans.
- Task 3.3.2: Records Search. LSA will contact the Eastern Information Center (EIC) located at the University of California, Riverside, to obtain an up-to-date cultural resource records search for the project area. The EIC is the State-designated repository for records concerning cultural resources in Riverside County. The objectives of this research will be to establish the status and extent of previous cultural resource studies and surveys in the project area, and to note what types of resources might be expected to occur. Data sources that will be consulted at the EIC include archaeological site and artifact records, historic maps, reports from previous studies, and the State Historic Resource Inventory (HRI) for Riverside, which contains listings for the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), California Historical Landmarks (CHL), and California Points of Historical Interest (CPHI).
- Task 3.3.3: Field Survey. An LSA architectural historian will conduct an intensive-level historic resources survey of the properties to record any alterations to the buildings since the previous surveys. Digital photographs will be taken of all building elevations, character-defining features, and context views.

An LSA archaeologist will conduct a pedestrian field survey of portions of the parcels that are not obscured by asphalt, concrete, or buildings for evidence of prehistoric (Native American) or historic (non-Native American) archaeological materials. Negative findings are assumed for archaeological resources. If archaeological resources are identified, LSA will advise the KCT and RCCD and prepare an adjustment to the budget and scope of the project.

- Task 3.3.4: Research. LSA will conduct archival research on the history and development of the properties as needed, to supplement previous surveys. Research locations may include the City of Riverside, Riverside County Assessor's Office, and the Riverside Public Library Local History Room. Research may utilize primary and secondary sources of information such as building permits, historic maps and photographs, newspaper articles, City directories, and written histories of Riverside.
- Task 3.3.5: Prepare/Update DPR 523 Survey Forms. LSA will prepare or update the State of California Department of Parks and Recreation (DPR) 523 survey forms as needed.

- Task 3.3.6: Report. LSA will prepare a technical report, which will describe the following:
 - Research and field methods used in identifying cultural resources;
 - Historical resources identified in the project area;
 - History and development of the project area;
 - The potential of the project to adversely impact any historic resources; and
 - Mitigation and recommendations.

The completed DPR forms will be attached to the report as an appendix.

- Task 3.3.7: Meeting Attendance.
- Task 3.3.8: Response to Comments.

Output: Preparation and submittal of three (3) copies of the Cultural Resources Assessment

Task 4.0: Administrative Draft EIR

Task 4.1: Project Description. Based on the Initial Study/NOP, LSA will update the project description, if necessary, for inclusion in the EIR. The project description will be based on the most recent information provided by RCCD. In addition to providing a detailed narrative of the proposed project, the project description will discuss project objectives (as defined by RCCD), geographical setting, and related projects, and will summarize the approvals necessary from RCCD and other agencies. Each of the requirements in CEQA for an EIR project description will be included in this section. The project description will be submitted to the RCCD for review and approval prior to the commencement of work on the Administrative Draft EIR.

Output: Draft project description for client and RCCD review prior to substantial investment of time and project cost in analyzing the proposed project.

Task 4.2: Administrative Draft EIR. The Administrative Draft EIR will include a thorough assessment of the potential impacts that may result from the development and operation of the proposed uses and will contain the information set forth in *Local Guidelines for Implementing the California Environmental Quality Act*.

- Task 4.2.1: Identification and Assessment of Less than Significant Impacts. In the event an Initial Study is not prepared for the proposed project, the Administrative Draft EIR will include a thorough analysis of the issues cited in Section 7.08 of the RCCD *Local Guidelines for Implementing the California Environmental Quality Act* determined to be less than significant. The determination of significance will be based on provided material, existing environmental documentation, and/or other information provided by the RCCD and/or other responsible agencies. The Administrative Draft EIR will include a summary of the analysis supporting the determination that potential impacts related to these issues are less than significant.
- Task 4.2.2: Identification of Potentially Significant Impacts. Development of the proposed project is anticipated to result in potentially significant impacts in the following areas. Each of these issues will require further assessment in the EIR.
 - Air Quality

- Traffic
- Historic Resources

LSA will analyze the environmental consequences of the proposed project for these issues. This analysis will consist of the following tasks:

- Evaluation and analysis of specific characteristics of the RCCD as they affect and will be affected by the proposed project.
- Assessment of the direct and indirect environmental impacts that will be created by the proposed project based on established thresholds of significance.
- Graphic depiction of environmental and planning factors and their relation to the project and its implementation.
- The EIR will include a discussion on the appropriateness of previous mitigation measures, and where necessary, identify new specific and implementable mitigation measures that can be monitored effectively during development of the proposed project.
- Analysis of the level of significance of project impacts after the application of mitigation measures.
- Identification of potential alternatives to the proposed project. Up to three alternatives, in addition to the “No Project - No Build” alternative, will be evaluated. The scope of the alternatives will be developed in consultation with the RCCD. The evaluation of alternatives will provide a comparative analysis of alternatives to the proposed project.
- Potential growth inducing aspects of the project will be discussed.
- The following CEQA-mandated topics will be addressed:
 - ◆ Any significant irreversible environmental changes that would be involved in the proposed action should it be implemented;
 - ◆ Unavoidable adverse impacts;
 - ◆ Cumulative impacts of the proposed project; and
 - ◆ Consistency of the proposed project with Regional Plans.

The Administrative Draft EIR will incorporate relevant data received during the Public Scoping meeting as well as address specific areas of concern identified from the Public Scoping Meeting and included in written responses to the NOP. These work efforts will be compiled into an Administrative Draft EIR, along with analysis of topical issues required by CEQA, an introduction, and project description. As indicated previously, it is anticipated that the EIR will address the following issues:

- Air Quality. The air quality analysis in the EIR will be based on the technical air quality study prepared by LSA. There is the potential for short-term demolition and construction and long-term operational air quality impacts.
- Traffic. LSA is preparing an update to the 2005 traffic impact analysis for the proposed project, which will be summarized in the EIR. The EIR will identify appropriate mitigation measures to reduce the significance of potential impacts related to traffic where appropriate.
- Cultural Resources. The cultural resources section in the EIR will be based on the Cultural Resources Assessment prepared by LSA. There is the potential for significant impacts to a historical resource with the implementation of the project and the related demolition of existing structures.

The EIR will further identify any impact that cannot be reduced to a less than significant level. The Administrative Draft EIR will be submitted to RCCD for review and will then be modified based on written comments received. The District's comments on the Administrative Draft EIR will be assembled into a single document, providing specific and non-contradictory written comments. LSA will revise the document as necessary to accommodate RCCD and the District's legal counsel comments. The cost estimate provides for two cycles of review by RCCD and the District's legal counsel of the Administrative Draft EIR. Additional cycles of review can be accommodated through an augment to this scope and budget.

Output: Prepare and distribute up to 5 copies of the Administrative Draft EIR to RCCD.

Task 5.0: Draft EIR

Following review and modifications to the Administrative Draft EIR, a Draft EIR will be prepared and distributed to affected agencies and the public within two weeks of receiving a complete, specific, and non-contradictory set of comments from RCCD. LSA will utilize the most recent distribution list compiled and provided by RCCD. LSA will prepare the Notice of Completion (NOC) to accompany the required copies of the Draft EIR to the State Clearinghouse and will prepare a Notice of Availability (NOA) of the EIR for filing with the RCCD and the Riverside County Clerk. LSA will be responsible for adequately satisfying all appropriate filing, noticing, and consultation requirements in the manner required under CEQA and/or other applicable regulations

The technical appendices to the Draft EIR will be provided on disk (CD-ROM) in Adobe Acrobat Portable Document Format (PDF) and Microsoft Word along with the hard copies of the Draft EIR.

Output: LSA will prepare and distribute up to 75 copies of the Draft EIR, NOA, and technical appendices. Fifteen (15) of these copies will be submitted along with the NOC to the State Clearinghouse in electronic format for State Agency review. LSA will provide up to 10 copies (bound) and one unbound, reproducible copy of the Draft EIR to RCCD. Unless otherwise requested, the Draft EIR will be reproduced single-sided and spiral bound. Copies of the Draft EIR will be sent via overnight mail to the State Clearinghouse and via certified mail or overnight mail to all other recipients.

As permitted by CEQA and the Governor's Office of Planning and Research (OPR) the Draft EIR will be submitted electronically with 15 hard copies of the executive summary. LSA will distribute the appropriate numbers of the Draft EIR on CD-ROM (including the graphics and technical appendices) in Adobe Acrobat Portable Document Format (PDF).

Task 6.0: Final EIR

The Final EIR will include an Executive Summary of the Draft EIR, the Draft EIR (as modified in response to comments received), letters of comments and responses regarding the Draft EIR, and the Mitigation Monitoring and Reporting Program.

Task 6.1: Response to Comments. At the close of the 45-day public review period for the Draft EIR, LSA will coordinate with RCCD staff to review all comments on the Draft EIR that were received, and to discuss potential responses to these comments.

LSA will then formulate responses to the comments on the Draft EIR received during the public review period. A maximum of 100 hours of professional staff time has been budgeted for responding to comments. If at the end of the 45-day review period it is clear that more than this amount of time will be required to respond to comments received, a budget augment may be necessary. Once draft responses to comments are completed, they will be submitted to RCCD staff for review and comment. The review comments will be incorporated into the response to comments document, which will be submitted to RCCD for use in public hearings before the Board. As required by State law, it will be necessary to distribute the response to comments directly to each commenting agency 10 days prior to the public hearing decision on the Final EIR. The response to comments will be included in the Final EIR.

Output: Prepare draft responses to all comments on the Draft EIR that were received during the public review period, submit to RCCD for review and comment, and revise responses to comments based on review comments. Distribute 5 copies of the Response to EIR Comments to the RCCD and additional copies to be sent to the Commenting Agencies.

Task 6.2: Mitigation Monitoring and Reporting Program. Prior to the public hearing on the project and the Final EIR, LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP) to assist RCCD in implementing the mitigation measures contained in the EIR. The MMRP will delineate the procedures for monitoring and complying with each mitigation measure, identify the agency/position responsible for the monitoring and reporting of each measure and the schedule for implementation.

Output: A Mitigation Monitoring and Reporting Program to be incorporated into the Final EIR to ensure the implementation of EIR mitigation measures, meeting applicable CEQA and RCCD requirements.

Task 6.3: Findings and Statement of Overriding Considerations (if required). Prior to public hearings on the project, LSA will prepare a draft Findings and Statement of Overriding Considerations summarizing the findings and mitigation measures contained in the Final EIR. The draft Findings and Statement of Overriding Considerations will be prepared and delivered to the RCCD in electronic format in Microsoft Word for review by legal counsel and finalization by RCCD.

Output: Preparation of draft Findings and Statement of Overriding Considerations to be delivered to the RCCD in electronic format for review by legal counsel and finalization.

Task 6.4: Administrative Final EIR. LSA will prepare an Administrative Final EIR that includes the Draft EIR, Responses to Comments, Findings and Statement of Overriding Considerations (if required), and the Mitigation Monitoring and Reporting Program for RCCD review and

comment. To facilitate review of the Final EIR, revisions made subsequent to the public review of the document will be depicted utilizing underline/strikeout text. The Administrative Final EIR will be submitted to KCT and RCCD for review and comment.

Output: Up to 3 bound copies of the Administrative Final EIR for KCT and RCCD review and comment.

Task 6.4: Final EIR. The Administrative Final EIR will be revised per KCT and RCCD staff comments and compiled into a Final EIR prior to public hearings on the project and EIR.

Output: Prepare for RCCD up to 25 copies of the Final EIR. Additionally, RCCD will be provided one unbound, single-sided reproducible original and one electronic copy.

RCCD may elect to transmit the Final EIR electronically. In this case, LSA will distribute the appropriate numbers of the Final EIR on CD-ROM in Adobe Acrobat Portable Document Format.

Task 7.0: Meetings

Task 7.1: Team/RCCD Meetings. LSA will attend up to three (3) meetings with RCCD staff and the development team during the course of the preparation and finalization of the EIR. Additional meetings can be attended on a time and materials basis consistent with LSA's attached Billing Rates.

Task 7.2: Public Hearings. LSA will attend two meetings total, one before the RCCD Board of Trustees Planning and Development Committee and one before the RCCD Board of Trustees related to approval of the proposed project and certification of the EIR. As appropriate, LSA will make presentations, explaining the content, findings, and determinations of the EIR, and will respond to relevant comments raised during the Board Committee and Board of Trustees public hearings. Attendance at additional public meetings can be attended by LSA staff as required. The cost of attending any such meeting shall be determined by the billing schedule in effect at the time of the meeting.

Output: Attendance at two public hearings before the RCCD Board of Trustees.

Task 8.0: Project Certification

Upon adoption of the Final EIR, LSA will provide RCCD with the Notice of Determination (NOD) for submission to the County Clerk by RCCD. LSA will file the NOD with the County Clerk at the direction of the RCCD Board of Trustees. It should be noted that failure to file the NOD within five business days of project approval will substantially increase the period in which the project approval may be legally challenged. LSA will complete applicable forms to comply with AB 3158 (California Department of Fish and Game filing fees). If the project is not exempt, it will be the responsibility of RCCD to pay any applicable Department of Fish and Game filing fees. LSA will provide up to five (5) copies of the certified Final EIR to RCCD.

Output: Preparation of the Notice of Determination, filing of the NOD and submittal of certified, Final EIR to RCCD.

Task 9.0: Project Administration

The work program is intended to ensure the smooth functioning of the EIR process for the project by maintaining open communications with KCT, RCCD, and the development team. LSA will maintain a continuous liaison with KCT, RCCD, and the development team by identifying and defining key issues as they arise, and coordinating a response to them acceptable to RCCD and the development team.

Output: Ongoing coordination between LSA, KCT, RCCD, and the development team to ensure the smooth functioning of the EIR program.

PROJECT SCHEDULE

Based on past experience, we anticipate that the Administrative Draft EIR will be produced within 10 weeks of receipt of all relevant project-related information including LSA and RCCD-provided technical studies. The Draft EIR will be produced within two weeks of receipt of complete and non-contradictory sets of comments from KCT and RCCD on the Administrative Draft EIR. The Final EIR, including responses to comments and the mitigation monitoring plan, will be produced within four weeks of the end of the 45-day Draft EIR review period.

The aforementioned schedule projection is dependent upon the timely receipt of all relevant and required studies, comments, and/or other information supplied by the KCT, RCCD, and the development team. We can begin work on the EIR as soon as we receive written authorization from KCT to proceed.

Billing Rates:

The Tasks listed above will be accomplished on an hourly basis, consistent with the hourly billing rates and direct expenses as shown below. In addition, billing rates for key LSA staff are provided.

Hourly Rates of Personnel Assigned to the Project	Hourly Rate Range
Principal	\$125.00–250.00
Associate	\$75.00–175.00
Senior Planner, Senior Environmental Planner, Senior Transportation Planner/Engineer, Senior Air Quality/Noise Specialist, Senior Cultural Resources Manager	\$65.00–160.00
Planner, Environmental Planner, Transportation Planner/ Engineer Air Quality/Noise Specialist, Cultural Resources Manager	\$50.00–125.00
Field Director	\$50.00–100.00
Senior Field Crew/Field Crew	\$35.00–75.00
Research Assistant/Technician	\$25.00–50.00
Graphics/Word Processing/Technical Editing	\$40.00–105.00

EIR Cost

Based on the above scope of work, LSA will prepare the EIR at a cost of \$147,715. A breakdown of this cost per the tasks itemized previously is provided as follows:

Task		Cost
1.0	Project Initiation Reimbursables	\$1,120 \$75 Subtotal \$1,195
2.0	Initial Study/NOP 2.1 Project Description 2.2 Initial Study Reimbursables 2.3 NOP Reimbursables	\$5,000 \$5,000 \$500 \$1,345 \$50 Subtotal \$11,895
3.0	Technical Studies 3.1 Air Quality Impact Analysis 3.2 Traffic Study 3.3 Cultural Resources Assessment	\$7,400 \$12,000 \$22,100 Subtotal \$41,500
4.0	Administrative Draft EIR Reimbursables	\$30,000 \$750 Subtotal \$30,750
5.0	Draft EIR Reimbursables	\$7,500 \$3,500 Subtotal \$11,000
6.0	Final EIR 6.1 Response to Comments Reimbursables 6.2 Mitigation Monitoring Plan Reimbursables 6.3 Administrative Final EIR Reimbursables 6.4 Findings and Statement of Overriding Considerations Reimbursables 6.5 Final EIR Reimbursables	\$11,000 \$100 \$940 \$25 \$5,090 \$150 \$4,900 \$10 \$3,660 \$3,500 Subtotal \$29,375
7.0	Meetings 7.1 Team Meetings Reimbursables 7.2 RCCD Board of Trustees Committee Reimbursable 7.3 Board of Trustee Public Hearing Reimbursables	\$5,000 \$500 \$1,440 \$200 \$5,840 \$800 Subtotal \$13,780

Task	Cost
8.0 Project Management Reimbursables	\$8,120 \$100 Subtotal \$8,220
Total Cost	\$147,715

Price includes reimbursables / mailing / printing / mileage / faxes

LSA will provide a monthly billing for all time and material efforts associated with the scope of work completed.

Cost Assumptions:

The costs are based on the assumptions listed below.

- The cost to prepare the EIR does not include activities outside the scope of services presented in the described Tasks.
- The costs are based on hourly labor rates and material cost markups for LSA provided above. Any agreed-upon out-of-scope costs and additional work will be based on that Schedule of Fees.
- Costs and schedule are based on LSA’s best judgment of the requirements known at the time of the agreement and can be influenced favorably or adversely by the KCT and RCCD needs and other circumstances. LSA will endeavor to perform the services and accomplish the objectives within the agreed upon costs and schedule; however, if the scope of work or schedule changes, LSA reserves the right to revise our scope of work and cost estimates accordingly.
- The KCT, RCCD, and project team will provide LSA with copies of relevant documentation relating to the physical or other conditions concerning the project site within five working days after the LSA receives authorization to proceed. It is assumed that LSA can use and rely on the data and information contained in these documents. While LSA will review these documents to determine if they are adequate to use in an EIR, we will not be responsible for the content or accuracy of these studies.
- Assume two RCCD and RCCD legal counsel comment/LSA revision cycles for the Administrative Draft, Draft, and Final EIR. Additional rounds of review will require a change in scope and budget augment.
- LSA will provide copies of the Administrative DEIR, DEIR and Appendices, Administrative Final and Final EIR on CD-ROM in PDF and Microsoft Word format wherever possible to reduce printing and mailing costs for RCCD.
- LSA will mail the Draft EIR and Notice of Availability (NOA) and Final EIR including the Responses to Comments to the public.
- LSA will prepare the findings and Statement of Overriding Considerations, if required.
- LSA will file the Notice of Determination (NOD) with the appropriate agencies. It is the responsibility of the Lead Agency (RCCD) to pay the applicable fees to the County of Riverside.
- KCT, RCCD, and project design team will provide detailed site plan maps. The maps will show topography and boundaries at a scale of 1:24,000 or better.
- The cost for invoicing presented in this agreement is for issuing invoices in our standard format. Any requests for special invoicing requirements such as a change in format, inclusions of backup, or other requirements will be billed as an approved augment to the contract on a time-and-materials basis.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: VI-D-1

Date: August 29, 2006

Subject: Public Hearing Pursuant to Government Code Section 4217 and Agreement for Utility Retrofit Improvements

Background: At the May 16, 2006 Board of Trustees meeting, staff made a presentation to the Board on a comprehensive utility retrofit program that would produce significant energy savings totaling 19% of the District's electrical consumption and replace much of the District's failing utility infrastructure. The project would also qualify the District to receive utility conservation project incentives totaling \$378,000 through the California Community Colleges/Investor Owned Utilities Partnership Program (CCC/IOU). Additional incentives are being negotiated with the City of Riverside Public Utilities Department. The energy conservation measures included in the utility retrofit program were identified by a comprehensive energy audit that was conducted at the District's three campuses during a six month period.

Under Government Code Section 4217 (GC 4217), the District may enter into an energy services contract with a vendor that will produce savings that exceed the cost of implementing energy conservation measures. GC 4217.12 states: "(a) Notwithstanding any other provision of law, a public agency may enter into an energy service contract and any necessarily related facility ground lease on terms that its governing body determines are in the best interests of the public agency if the determination is made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, and if the governing body finds: (1) That the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases." The statute defines energy conservation facility to mean "...alternate energy equipment, cogeneration equipment, or conservation measures located in public buildings or on land owned by public agencies."

Staff has negotiated a guaranteed maximum price contract with NORESKO Holdings, Inc. to implement the energy conservation measures recommended in the energy audit, and based on the guaranteed maximum price staff has determined that the anticipated utility cost savings to be realized over a fifteen year period by installing the energy conservation measures would exceed the anticipated cost of installing the energy conservation measures.

In order to award a contract under the conditions required by GC 4217, the Board must conduct a public hearing and declare a finding that the anticipated cost savings exceed the anticipated costs of implementing the energy conservation measures. Notice of the public hearing was announced as required by statute on August 15 and August 29, 2006; therefore the Board can conduct the public hearing and make its finding at the August 29, 2006, Board of Trustees meeting.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: VI-D-1

Date: August 29, 2006

Subject: Public Hearing Pursuant to Government Code Section 4217 and Agreement for Utility Retrofit Improvements (continued)

Total Project cost is estimated at \$7,017,390 to be funded by \$378,000 in CCC/IOU incentive funds and \$6,639,390 in Measure C funds, although the Measure C contribution will be reduced by any incentives provided by the City of Riverside Public Utilities Department.

Recommended Action: It is recommended that the Board approve the attached agreement with NORESCO Holdings, Inc. with a guaranteed maximum price of \$6,321,990 plus a 10% project contingency of \$695,400 to cover construction and project management expenses, Division of State Architect Fees (DSA) and unforeseen conditions; approve the use of CCC/IOU incentive funds in the amount of \$378,000 and Measure C funds in an amount not to exceed \$6,639,390 to fund the project and authorize the Vice Chancellor Administration and Finance to sign the Agreement.

Salvatore G. Rotella
Chancellor

Prepared by: James L. Buysse, Vice Chancellor
Administration and Finance
and
Ralph Perez, Director
Facilities Operations and Maintenance

**ENERGY SERVICES AGREEMENT
BY AND BETWEEN**

Riverside Community College District

AND

**Noresco Holdings, Inc.
Confidential and Proprietary**

ENERGY SERVICES AGREEMENT

BY AND BETWEEN

Riverside Community College District

AND

Noresco Holdings, Inc.

THIS AGREEMENT, is entered into this _____ day of _____ 2006, ("Agreement") by and between Riverside Community College District, having its principal place of business at 4800 Magnolia Avenue, Riverside, California, (hereafter referred to as "District") and Noresco Holdings, Inc., a Delaware Corporation, having its principal place of business at One Research Drive, Suite 400C, Westborough, MA. 01581 (hereafter referred to as "NORESKO"). The signatories of this Agreement will be collectively referred to as the "Parties".

WHEREAS, District wishes NORESKO to install equipment at District's facilities described in Attachment A (the "Property") and NORESKO wishes to so install equipment and take such actions;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties hereby agree as follows:

SECTION 1 - Scope of Work

- (a) NORESKO shall furnish all labor, materials and equipment to perform all work required for the completion of the Scope of Work (the "System") at the Property as set forth in Attachment B. The System shall include installation of all equipment and services as described in Attachment B. The System and associated Attachment B may be modified from time to time in accordance with this Agreement. Ownership and title to the System and all its components thereof shall be transferred to District upon acceptance of the installation of the System as further described in Section 3.
- (b) NORESKO shall be responsible for disposal of all non-hazardous equipment and materials rendered useless as a result of the installation of the System. District shall arrange for the disposal of PCB-contaminated ballasts, if any, rendered useless as a result of the installation of the System. District acknowledges that the basic scope of work does not require NORESKO to accumulate, remediate, handle, store, treat, transport, encapsulate, dispose of, or arrange for the disposal of, any hazardous substance or material, no matter how defined, whether by Federal, State or local law or regulation. Any such work shall be contracted for by means of a Change to this contract under Section under Section 6.
- (c) NORESKO shall comply with and obtain at its expense all licenses and permits required by Federal, State and local law in connection with the installation of the energy conservation measures ("ECMs") of the System. Notwithstanding the foregoing, District shall be responsible for all taxes arising from or in connection with District's participation in this Agreement and the benefits to District hereunder. District shall reimburse NORESKO for any taxes, permits or fees not in effect on the date of this Agreement for which the District was responsible for having in place, but for which NORESKO may become liable during the Term of this Agreement.
- (d) NORESKO conducted an energy audit of the customer's facilities and calculated potential energy savings by NORESKO's implementation of the scope as listed in "ATTACHMENT B – DESCRIPTION OF THE SYSTEM" of this agreement.

NORESCO calculated energy savings using commonly accepted industry standards and certain energy savings calculation formulas that were required to be used under the program guidelines of the California Community Colleges/Investor Owned Utilities Energy Efficiency Partnership Program. Actual energy savings achieved in units or dollars will vary based on occupancy schedule, building use, system maintenance, weather temperature, utility rates and other factors beyond NORESKO's control. Accordingly, NORESKO does not warrant that the system will achieve the specific level of energy savings identified in the calculations.

SECTION 2 - Compensation and Payment

- (a) During the period beginning on the date of execution of this Agreement and continuing through the Date of Substantial Completion, District will make monthly progress payments, after withholding a 5% project retention, to NORESKO based upon the portion of the project completed at the end of each month, as respectively provided for in Attachment G. Retention will be released upon final completion of each ECM upon the District's execution of a Final Delivery and Acceptance Certificate (Attachment E-2) Following the end of each month, during each construction period of this project, NORESKO will provide a list in sufficient detail to reasonably identify the ECMs installed during that month. Thereafter, a Delivery and Acceptance Certificate in the form attached hereto as Attachment E-1 will be executed by the District during each month of the construction period with respect to the ECMs or portion thereof, installed during the prior month. District shall not unreasonably withhold or delay the execution of any Delivery and Acceptance Certificate, which shall be deemed approved by NORESKO if District has not taken action with respect to any Certificate within sixty (60) days of its receipt thereof. For the purposes of this Agreement the term "Substantial Completion" shall mean that the subject ECM has been demonstrated by NORESKO to be operating in a manner consistent with its manufacturer's intended use, and the intended outcome of the ECM as designed, and that the District has confirmed in writing that it agrees that the subject ECM is operating consistent with its manufacturer's intended use and the intended outcome of the ECM design.
- (b) Prevailing Wages – NORESKO shall be obligated to pay prevailing wages on this Project in accordance with the provisions of Sections 1770 and 1773 of the Labor Code, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages applicable to the work to be done. These rates are set forth in a schedule located at the State Department of Industrial Relations, Director of Industrial Relations. This schedule is available to any interested party on request. Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the labor Code of the State of California concerning employment of apprentices by the contractor or a subcontractor. Each prime contractor and all subcontractors are responsible for compliance with the requirements of Sections 1777.5 and 1777.6
- (c) California Community Colleges – Investor Owned Utilities Energy Efficiency ("CCU–IOU") Partnership Program Incentives Guarantee. Whereas the District has the opportunity to receive incentive funds from the CCC-IOU Partnership Program for the System that NORESKO will design and install at the Norco, Moreno Valley, and Riverside campuses, NORESKO conditionally (in accordance with this Section and Attachment H) guarantees these incentive funds to the District as an integral part of this Agreement. The financial benefits to the District of this incentive (if approved and paid) include a reduced net project cost and a shortened payback period. District recognizes that it must assist NORESKO by timely providing accurate data as required under this Program. Payment under this Program is contingent upon adequate program funding being available at the time of approval of District's application. District acknowledges that any failure on its part to comply with the data and schedule requirements of the CCC-IOU application may jeopardize the distribution of incentive funds, in whole or in part. In such event, NORESKO shall

not be liable for the loss of such incentive funds, whether such loss is in whole or in part.

- (d) The District will review and advise NORESKO within 30 days as to any deficiencies related to work presented on its submitted invoices. Any amounts representing approved work on such invoice shall be paid by the District within 60 days from the date the invoice was received. Once advised as to the deficiencies, NORESKO will work to remedy the deficient work and thereafter resubmit an invoice for approval and payment on the remedied work.

SECTION 3 - Security

Ownership of and title to the ECMs referenced in each Delivery and Acceptance Certificate (Attachment E-1) will automatically transfer to the District upon both: (a) the delivery of each such Delivery and Acceptance Certificate and Attachment E-1 by District to, the execution and delivery of which shall not be unreasonably withheld or delayed, and (b) completion of all District's payment obligations to Noresco.

SECTION 4 - Schedule

The Schedule for this Agreement shall begin on the date first written above and is reflected in Attachment G. District shall evidence the commencement of NORESKO's period of performance by issuing to NORESKO a Notice to Proceed in a form substantiality similar to Attachment F, or other form as determined acceptable to the District.

SECTION 5 - Right of Entry

District and NORESKO shall mutually plan the scheduling of the work. District shall provide NORESKO, and its employees, agents and subcontractors, full access to the Property for the purpose of fulfilling NORESKO's obligations under this Agreement during the entire performance period. Such access shall be controlled by the District so as to ensure the programs of the District are not disrupted.

SECTION 6 - Change in Work

NORESKO may propose changes in the Scope of Work described in Attachment B, including without limitation the types or quantities of ECMs to be installed, substantially in the form of Attachment D, the Change Order Form. District shall have the right to review proposed changes and approve, or disapprove, them in writing prior to the changes being implemented. District shall not unreasonably withhold or delay approval or disapproval of such change orders provided that the intent of the change is consistent with the original Scope of Work.

SECTION 7 - Warranties

NORESKO warrants that the installation services it performs will be performed consistent with good and workmanlike practices and that such work will be free from defects in materials and workmanship for a period of one (1) year from Substantial Completion. . Any manufacturer's warranties shall be assigned to District to the extent allowed by the manufacturer. NORESKO DOES NOT WARRANT THAT THE SYSTEM WILL ACHIEVE ANY SPECIFIC LEVEL OF ENERGY SAVINGS. EXCEPT AS PROVIDED ABOVE, NORESKO MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, OR SUITABILITY FOR A PARTICULAR PURPOSE REGARDING (i) THE SYSTEM, ANY PORTION OF THE SYSTEM, OR SERVICES SUPPLIED BY NORESKO HEREUNDER TO (ii) THE SYSTEM OR ANY PORTION THEREOF ACQUIRED BY THE DISTRICT UNDER THIS AGREEMENT.

SECTION 8 - District Role

- (a) District shall be responsible for the handling, transportation and disposal of all hazardous wastes. NORESKO's Scope is predicated on the viability of this project without the requirement for removal, encapsulation, or abatement of any hazardous substances or wastes (including asbestos). In the event NORESKO, its subcontractors, agents, or vendors encounter hazardous waste or substances (including asbestos) during performance of the work, it shall take no action but shall notify District of the presence of the hazardous waste or substance, and await District's direction as to how to proceed.
- (b) Protection. NORESKO shall, during the term of this Agreement, at all times act reasonably to protect the ECMs from damage, theft or injury to the same extent and in the same manner in which it protects its own property. District shall at all times act reasonably to protect the ECMs from damage, theft or injury to the same extent and in the same manner in which it protects its other property.
- (c) Storage: District will provide and designate reasonable rent free space for NORESKO, or any of its subcontractors, to mobilize and store its supplies, tools and equipment during installation of the ECMs or other activities by NORESKO within the Property pursuant to this Agreement for which such storage may be required. Said storage space shall be provided with locking capacity as it is provided for all other District facilities. Only NORESKO, or any of NORESKO'S subcontractors, and the District's assigned personnel shall have access to the storage. District assumes no responsibility nor will District provide any additional security for the storage provided and District assumes no liability for any lost, stolen, or damaged equipment belonging to NORESKO or subcontractors that is stored in said rent-free space. Unless it can be proven that such stolen or damaged equipment was directly attributable to the District's assigned personnel.

SECTION 9 - Defaults by District and NORESKO

- (a) District shall be in default under this Agreement upon the occurrence of any of the following:
 - (i) District fails to pay when due any amount to be paid under this Agreement and such failure continues for a period of ten thirty (30) days after notice of overdue payment;
 - (ii) District fails to perform or meet any of its required duties or obligations under this Agreement and fails to cure such failure and the effects of such failure within thirty (30) days of receipt of written notice of default, unless such failures and effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if District does not commence and diligently pursue to cure such failure and effects as soon as possible;
- (b) NORESKO shall be in default under this Agreement upon the occurrence of either of the following:
 - (i) NORESKO fails to perform or meet any of its required duties or obligations under this Agreement and fails to cure such failure or effects of such failure within thirty (30) days of receipt of written notice of default, unless such failure or effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if NORESKO does not commence and diligently pursue to cure such failure as soon as possible.

- (ii) NORESKO goes into receivership, or makes an assignment for the benefit of creditors whether voluntary or involuntary, or a petition is filed by or against NORESKO under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) days

SECTION 10 - Remedies for Defaults

- (a) In the event District defaults under this Agreement, NORESKO may:
 - (i) bring actions for any remedies available at law or in equity or other appropriate proceedings for the recovery of direct damages, (including amounts past due), and/or bring an action in equity for specific performance; and
 - (ii) without recourse to legal process, NORESKO may terminate this Agreement by delivery of written notice of termination.
- (b) In the event NORESKO defaults under this Agreement, District may
 - (i) bring actions for any remedies available at law or in equity or other appropriate proceedings for the recovery of direct damages, and/or bring an action in equity for specific performance; and
 - (ii) without recourse to legal process, District may terminate this Agreement by delivery of written notice of termination.

SECTION 11 - Dispute Resolution

- (a) In the event of a dispute, controversy, or claim arising under or related to this Agreement, the party making the claim shall deliver a written notice to the other party setting forth in reasonable detail the dispute, controversy or claim.
- (b) If within sixty (60) days the parties are unable to resolve the dispute, controversy or claim arising out of or relating to this Agreement, or any breach or alleged breach thereof, the dispute, controversy or claim will be first submitted to mediation in an attempt to reach a settlement. If mediation is not successful and the parties are unable to reach a settlement on the dispute, then the dispute, controversy, or claim will be submitted to binding arbitration in conformance with the applicable commercial rules of the American Arbitration Association. Any arbitration award rendered shall be final and conclusive on the parties, and a judgment therein may be entered only in a state or federal court having jurisdiction. The expense of mediation or arbitration shall be borne equally by the parties, provided that each party shall pay for and bear the cost of its own experts, evidence, and counsel.
- (c) No request for mediation, arbitration or pending arbitration shall suspend or otherwise affect the District's obligation to timely pay any applicable invoices submitted by NORESKO as provided in Section 2.

SECTION 12 – Discipline NORESKO shall enforce strict discipline and good order among NORESKO's and Subcontractors' employees, and other persons carrying out the work in this Agreement. NORESKO will ensure that all work done under this Agreement is done in a workmanlike fashion and all work areas are kept clean and clear of obstructions and work areas are returned to useable condition during the regular operational schedules of the District's facilities.

SECTION 13 - Indemnification

It is mutually agreed and understood that, during the term of this Agreement, District shall indemnify and hold NORESKO and its officers, directors, agents,

affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the District, its agents, instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

It is mutually agreed and understood that, during the term of this Agreement, NORESKO shall indemnify and hold District, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of NORESKO, its agents, officers, employees and subcontractors, arising out of, under, pursuant to or in connection with this Agreement.

SECTION 14 - Reserved

SECTION 15 – Insurance and Bonding

- (a) Without limiting any of its obligations or liabilities under this Agreement, NORESKO shall provide and maintain at its expense the following insurance coverages with an insurance company approved by District. Such approval shall not be unreasonably withheld, conditioned or delayed. Noresco will provide evidence of this insurance and provide notice if such insurance is cancelled for any reason.
- (i) Workers' Compensation and Employer's Liability Insurance.
 - (ii) Comprehensive General Liability Insurance, including contractual: Bodily Injury per person, \$1 million; Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million; Personal Injury per occurrence, \$1 million. District shall be named as an additional insured on this coverage.
 - (iii) Comprehensive automobile liability (including owned, non-owned and hired automotive equipment): Bodily Injury per person, \$1 million; Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million. District shall be named as an additional insured on this coverage.
- (b) Payment and Performance Bonds. NORESKO shall within thirty (30) days of execution of this Agreement, deliver to the District Performance and Payment Bonds in a sum equal to the contract price, as reduced by the contract sum associated with the amount of work not included in the Limited Notice to Proceed, with sureties satisfactory to the District, conditioned upon the faithful performance by NORESKO, for the implementation of the ECMs as it may be from time to time modified by Change Orders, such bonds to be in such form and otherwise to contain such provisions as are reasonably satisfactory to the District. To the extent that NORESKO is provided with a notice to proceed with any of the work, previously not included by the limited notice to proceed, or any subsequent limited notice to proceed, then NORESKO will provide a rider to the previously issued Payment and Performance Bonds for the contract sum associated with the then added scope of work. NORESKO shall deliver to District the Payment and Performance Bond prior to commencement of construction of any work in respect of this Agreement. The Payment and Performance Bonds required hereunder shall expire upon final acceptance of all ECMs required under this Agreement, and shall not secure any energy savings, measurement and verification, or maintenance/services agreements which may be guaranteed by NORESKO under this Agreement.

SECTION 16 - Agreement Interpretation and Performance

The interpretation and performance of this Agreement, and the interpretation and enforcement of the rights of the Parties hereunder, shall be in accordance with and controlled by the laws of the State of California. In the event of any ambiguity or conflict in meaning, the terms of this Agreement shall not be construed against the drafting Party based upon that Party's having drafted this Agreement. All lawsuits commenced under this Agreement shall be brought in that State Court having jurisdiction over matters arising in the county in which this contract shall be performed.

SECTION 17 - Privileged and Proprietary Information

- (a) NORESKO's systems, means, cost, and methodologies of evaluating, implementing, accomplishing and determining energy savings and the terms of the Agreement for this Project shall be considered privileged and proprietary information. District shall use the same level of effort to protect and safeguard such information as it employs to safeguard its own confidential information. District shall not disclose such proprietary information without the express written consent of an officer of NORESKO unless required to do so by statute or regulation. When any request for disclosure of such information is made under any applicable freedom of information law ("FOIL"), District will provide prompt verbal and written notice to NORESKO such that NORESKO will have the opportunity to timely object under FOIL should it desire to object to such disclosure of that information in whole or in part. In the event that District is required to make a filing with any agency or other governmental body, which includes such information, District shall notify NORESKO and cooperate with NORESKO in order to seek confidential treatment of such information included within any such filing or, if all such information cannot be protected from disclosure, to request that District be permitted to redact portions of such information, as NORESKO may designate, from that portion of said filing which is to be made available to the public.
- (b) Upon completion of the installation of the System all data and materials, such as plans, specifications, documents, work papers, and any other media related to this Agreement shall become the property of the District and District will maintain all rights and privileges to use the data and materials as District determines is in the best interest of the District. NORESKO shall have the right to retain copies of all such data and materials for NORESKO's records. District shall not be limited in any way in its use of such data and materials at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that NORESKO shall be indemnified against any damages resulting from such use. In the event NORESKO, following the termination of this Agreement, desires to use any such data and materials, NORESKO shall first obtain approval of District's representative in writing.
- (c) Confidentiality: All data and materials, such as plans, specifications, documents, work papers, and any other media submitted to NORESKO in connection with this Agreement shall be held in a strictly confidential manner by NORESKO. Such data and materials shall not, without the written consent of District's representative, be used by NORESKO for any purpose other than the performance of the services or scope of work hereunder, nor shall such data and materials be disclosed to any person or entity not connected with the performance of the services or scope of work hereunder.

SECTION 18 - Severability

In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement.

SECTION 19 - Subcontracting, Assignments, and Bidding

(a) Subcontracting and Assignments

- (i) NORESKO may elect to use subcontractors of its selection in meeting its obligations hereunder. NORESKO will issue all subcontracts and be fully responsible for the site management, schedule and quality of each subcontractor's work. The District in awarding this work to NORESKO under government Code 4217 is not required to follow the processes and procedures for plan and specification public bidding.
- (ii) In offering the District a firm fixed price, NORESKO has identified a Design/Build Scope and obtained pricing from subcontractors familiar with NORESKO Design/Build work and specializing in the work required by the ECMs in this Agreement. Notwithstanding the aforementioned, NORESKO shall provide qualified local contractors the opportunity to be awarded said Design/Build work, NORESKO will use the bid process as outlined in Section 19(b), (i) through (v) and Section 19(c), (i) through (v) to make the final subcontractor selection for the implementation of each ECM.
- (iii) NORESKO shall not assign this Agreement in whole or in part to any other party without first obtaining the consent of District, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, NORESKO may assign, without obtaining the consent of District, its rights and obligations under this Agreement in whole or in part to any affiliated or associated company of NORESKO. NORESKO will notify District thirty (30) days prior to any such assignment.

(b) Pre-Bidding Phase

- (i) Project Bidding. NORESKO shall, in conjunction with the District's Representative, identify a group of local subcontractors as suggested by the District. NORESKO will provide each subcontractor with a bid package and a NORESKO Subcontractor Qualification Form. Each subcontractor must submit to NORESKO a completed Subcontractor Qualification Form for NORESKO's review and approval before the designated date of the specific ECM's bid meeting.
- (ii) Development of Bid Packages. The Design/Build Bid Packages developed by NORESKO shall be submitted to the District's Representative for review and acceptance.
- (iii) Master Project Schedule. NORESKO shall deliver to the District a Master Project Schedule that incorporates all major elements to implement the project. The schedule shall include the following key categories for each ECM: Engineering, Division of State Architect (DSA) review and approval, material procurement, construction durations, final inspections, punch list review and approval, final completion. The Master Project Schedule shall be developed using Microsoft Project 98 or Microsoft Project 2000. NORESKO shall sequence, schedule, and coordinate each Bid Package in the Master Project Schedule in a logical, reasonable and orderly manner so that Systems as defined in Attachment B are completed within the time established and fee as set forth in this Agreement. NORESKO shall work with the District to establish the Master Project Schedule to properly coordinate the overall work being performed by the District at each campus with the NORESKO work.
- (iv) Project Budget. NORESKO has submitted to the District a firm fixed price to design and install each of the ECMs listed in Attachment B of this Agreement. The District has had outside review for price reasonableness of the NORESKO defined Scope of Work. NORESKO has developed said project cost using a group of subcontractors that specialize in the implementation of such ECMs, engineering pricing for the design and

permitting of such ECM's, equipment vendor pricing for the major equipment, and NORESKO developed pricing for the general conditions, project management, and construction management of each ECM.

- (v) Review and Assembly of Bid Documents. NORESKO shall review and modify as necessary the District's standard bid forms. If said forms require extensive modifications to fit the needs of a Design/Build Bid then NORESKO will submit its forms to the District for approval.
- (vi) Authority to Bid. NORESKO shall maintain at all times the authority to bid the work as specific in Attachment B of this Agreement. The District shall have the right to remove any subcontractor from the bidding process.

(c) Bidding Phase

- (i) Dissemination of Bid Documents to Subcontractors. NORESKO shall establish a system for dissemination of Bid Documents to the subcontractors as identified by the District Representative and for maintaining records of the identities, addresses, telephone numbers and fax numbers, e-mail addresses of subcontractors who have obtained Bid Documents and have responded to said documents.
- (ii) Pre-Bid Conference(s). NORESKO shall conduct pre-bid conferences, including the job walk, if one is required or scheduled in the Bid Documents for any Bid Package. The pre-bid conference shall include without limitation: (a) description of the Design/Build work and each Bid Package; (b) description of the process for bidding and award of Subcontracts; and (c) material requirements of the Subcontractors relating NORESKO subcontractor requirements, bonds, insurance and similar administrative requirements. The job walk shall provide subcontractors with an overview of the Site and an understanding of the physical limitations and constraints affecting the implementation of the specific ECM or ECMs that are the subject of the Bid Package or portions thereof. NORESKO shall record and transcribe minutes of the pre-bid conferences and job walk(s). Minutes maintained by the NORESKO shall be issued to all bidders who have theretofore obtained the Bid Documents, the District, and other parties as directed by the District Representative. Any Addenda that may be required during this process will be distributed to the same list of individuals via the same process.
- (iii) Review of Bid Proposals. NORESKO shall review submitted Bid Proposals to determine: (a) whether the bidder submitting the Bid Proposal is a responsible bidder; (b) whether the Bid Proposal is responsive to the bidding requirements; and (c) the price proposed for the Design/Build Scope of Work of each Bid Package and for each Alternate Bid Item, if any, is inclusive for a complete project as intended by the bid documents. NORESKO shall identify to the District any of the following: (a) rejection of a Bid Proposal based upon the "non-responsibility" of the bidder; (b) rejection of a Bid Proposal for non-responsiveness to the bidding requirements; (c) rejection of a Bid Proposal for any other reason; (d) rejection of all Bid Proposals; and (e) award of the Subcontract, to the extent that the bidding for a subcontract included Alternate Bid Items, recommendations for the Alternate Bid Items, if any, to be included in the scope of the Subcontract awarded by NORESKO.
- (iv) Summary of Bid Proposals. NORESKO shall prepare a bid tabulation for the bids submitted. NORESKO will include in the bid tabulations scoring for bid completeness, subcontractor identified exceptions or exclusions,

subcontractor safety program, and the subcontractor's firm, fixed price. NORESKO will select the most qualified and cost effective subcontractor. Since this Agreement is being executed under government Code 4217, neither NORESKO nor the District is required to award a subcontract solely on low bid. After review with the District, NORESKO shall award the Subcontract using the NORESKO standard subcontract forms.

(d) Subcontract Award and Construction Phase

- (i) Award of Subcontract and Subcontract Administration. Based on the results documented in the bid tabulation and qualifications, NORESKO shall review the recommended subcontractor with the District before award a subcontract. After review and approval NORESKO will issue a subcontract to the most cost effective qualified subcontractor.
- (ii) Project Implementation. During the Design and Construction Phase of the Project NORESKO shall hold weekly meetings with its subcontractors and be responsible to the District for schedule performance. Other than the items such as extended general conditions caused by the District, "Unforeseen Site Conditions", etc. specified in this Agreement or Scope Changes requested by the District, NORESKO shall be required to maintain The Total Project Cost as specified in Attachment C of this Agreement.

SECTION 20 - Waiver

The failure of either Party, at any time or times, to enforce any right or obligation with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to future enforcement of that right or obligation, or any other right or obligation under this Agreement.

SECTION 21 - Force Majeure

- (a) If either Party shall be unable to carry out any part of its obligations under this Agreement (except District's obligation to make payments when due) due to causes beyond its control ("Force Majeure"), including but not limited to an act of God, strikes, lockouts or other industrial disturbances, acts of public enemies, orders or restraints of any kind of the government of the United States or any state or any of their departments, agencies, or officials, or any other civil governmental, military or judicial authority, war, blockage, insurrection, riot, sudden action of the elements, fire, explosion, flood, earthquake, storms, drought, landslide, or explosion or nuclear emergency, this Agreement shall remain in effect but the affected Party's obligations shall be suspended for a period equal to the disabling circumstances, provided that:
 - (i) the non-performing Party gives the other Party prompt written notice describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and its expected duration, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure;
 - (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

- (iii) no obligations of either Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure;
 - (iv) the non-performing Party uses reasonable efforts to remedy its inability to perform; and
 - (v) the Term of this Agreement, upon written agreement of the Parties, shall be extended for a period equal to the number of days that the Force Majeure prevented the non-performing Party from performing.
- (b) Any decision by District to close or change the use of the facilities at the Property shall not constitute a Force Majeure excusing District's performance under this Agreement.

SECTION 22 - Contract Documents

- (a) Upon execution of this Agreement by both Parties, this Agreement will become the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, prior agreements and all other communication, oral or written, between the Parties relating to the subject matter of this Agreement.
- (b) Headings are for the convenience of reference only and are not to be construed as a part of the Agreement.
- (c) In addition to any other legal effect intended by the signature of District on this Agreement, such signature also constitutes representation by District that the individual signing on behalf of District is authorized to bind District as provided under this Agreement.
- (d) In addition to any other legal effect intended by the signature of NORESCO on this Agreement, such signature also constitutes representation by NORESCO that the individual signing on behalf of NORESCO is authorized to bind NORESCO as provided under this Agreement.

SECTION 23 – Independent Contractor

Nothing in this Agreement shall be construed as reserving to District any right to exercise any control over or to direct in any respect the conduct or management of business or operations of NORESCO's on the Property. The entire control or direction of such business and operations shall be in and shall remain in NORESCO, subject only to NORESCO's performance of its obligations under this Agreement. Neither NORESCO nor any person performing any duties or engaged in any work on the Property on behalf of NORESCO shall be deemed an employee or agent of District.

The District and NORESCO are independent of one another and shall have no other relationship relating to or arising out of this Agreement. Neither Party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other Party.

SECTION 24 - Notices

All notices and other communication under this Agreement (other than regularly scheduled monthly payments) shall be deemed properly given upon receipt if delivered in person or sent by registered mail, return receipt requested and postage prepaid, addressed as follows:

To NORESKO:

NORESKO HOLDINGS, INC
One Research Drive, Suite 400C
Westborough, MA 01581

Attention: Neil Petchers
President

To DISTRICT:

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

Attention: Dr. James Buysee
Vice Chancellor Administration and Finance

Either Party may change such address from time to time by written notice to the other Party.

SECTION 25 - Third Party Beneficiaries

Except as may be specifically provided for in this Agreement, the Parties hereto do not intend to create any rights for, or grant any remedies to, any third party beneficiary of this Agreement.

SECTION 26 - Representations and Warranties

Each Party warrants and represents to the other that:

- (a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;
- (b) Its execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, as to *NORESKO*, its organic instruments and, as to District, by all requisite municipal, board, or other action and are not in breach of any applicable law, code or regulation; this Agreement has been duly executed and delivered by the signatories so authorized, and constitutes each Party's legal, valid and binding obligation;
- (c) Its execution, delivery, and performance of this Agreement shall not result in a breach or violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (d) It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder.
- (e) The persons executing this Agreement are fully authorized by law to do so.
- (f) In addition, District warrants and represents to *NORESKO* that District has obtained or shall obtain all necessary governmental, legal, administrative and any other approval necessary for it to enter into this Agreement.

SECTION 27 - Notifications of Governmental Action - Occupational Safety and Health

The Parties agree to notify each other as promptly as is reasonably possible upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act or any other provision of federal, state or local law, relating in any way to the undertakings of either Party under this Agreement.

SECTION 28 - References

Unless otherwise stated all references to a particular Attachment or to Attachments herein are to the referenced Attachment or Attachments which are attached to this Agreement and all such referenced Attachments are incorporated by reference within this Agreement. All references herein to a Section shall refer to a Section of this Agreement unless this Agreement specifically provides otherwise.

SECTION 29 - Approval

This Agreement shall not be executory until all necessary State or local approvals are obtained.

IN WITNESS WHEREOF, the duly authorized officers or representatives of the Parties have set their hand on the date first written above with the intent to be legally bound.

DISTRICT

NORESCO Holdings, Inc.

(Name) _____

(Name) _____

(Title) _____

(Title) _____

Date: _____

Date: _____

ATTACHMENTS:

ATTACHMENT A - PROPERTY DESCRIPTION

ATTACHMENT B – DESCRIPTION OF THE SYSTEM

ATTACHMENT C – SCHEDULE OF PAYMENTS

ATTACHMENT D – CHANGE ORDER FORM

ATTACHMENT E-1, E-2 - DELIVERY AND ACCEPTANCE CERTIFICATES

ATTACHMENT F – NOTICE TO PROCEED

ATTACHMENT G – PERFORMANCE SCHEDULE

ATTACHMENT H – CCC IOU PARTNERSHIP PROGRAM INCENTIVE GUARANTEE

ATTACHMENT A

PROPERTY DESCRIPTION

The following facilities, areas and operations at the District's facilities are included in the Scope of Work detailed in Attachment B and, for the purposes of this Agreement, constitute the Property:

Norco Campus
2001 Third Street
Norco, CA 92860-2600
Tel (951) 372-7000

Moreno Valley Campus
16130 Lasselle Street
Moreno Valley, CA 92551-2045
Tel (951) 571-6100

Riverside Campus
4800 Magnolia Ave
Riverside, CA 92506-1299
Tel (951) 222-8000

ATTACHMENT B

DESCRIPTION OF THE SYSTEM

The following pages provide a description of the System to be installed by NORESKO at the Property. Installation of the System is subject to change if NORESKO discovers unforeseen conditions at the Property that render its preliminary analysis of the Property inaccurate.

1.0 SCOPE OF SERVICES – NORCO CAMPUS

Provide all detailed engineering, design and construction documents, regulatory approvals, support to District for incentive rebates, construction and operating permits as required, project and construction management, equipment and installation materials, and labor for the following design/build Energy Conservation Measures (ECMs):

ECM 1N – Occupancy Sensors

Lighting Control Using Occupancy Sensors

Many of the class rooms and offices are equipped with manual light switches. In office areas many of the offices are without light switches and are “ganged together” on the same circuit as other offices. This Energy Conservation Measure will install occupancy sensors in those types of spaces where it has been determined that the runtime of the lighting could be dramatically reduced

a. Sensor Installation

NORESKO will install two types of sensor styles (the specific type and location is specified in Appendix 1, Table 1 to this Attachment B): a switch-mounted sensor and a wall/ceiling-mounted sensor. Sensors installed in classrooms and offices will operate with “dual technology.” Dual technology sensors monitor motion using infrared and ultrasonic sensors, which reduce the possibility of the lights shutting off while the space is occupied. Sensors in utility areas, janitorial closets, and small areas will utilize single-motion technology. Switch-mounted sensors will be utilized in smaller spaces such as offices and small classrooms. Switch sensors replace the existing wall-recessed light switch and have a built-in manual on/off switch. Ceiling or wall sensors will be installed remotely in the ceiling or mounted tight to the ceiling in a corner of the room. Existing light switches will remain and operate as they do now. A power pack will be installed in a junction box above the ceiling and shielded low-voltage cables will connect to the sensor.

b. Material Specifications

Occupancy sensors will be ceiling or wall mounted and may use ultrasonic or passive infrared technology. Turning off lights in unoccupied spaces provides savings by reducing electricity consumption, extending lamp life, and reducing maintenance costs. All specified sensors and related components meet UL requirements.

c. Manufacturer and Type

NORESKO proposes using equipment manufactured by:
Sensor Switch, 900 Northrop Rd. Wallingford, CT 06492
Final approval by District following written approval of submittals.

Specific Retrofit and Location Scope

See Appendix 1 to this Attachment B for detailed scope. Table 1, Norco Line-by-Line Lighting Retrofit, in Appendix 1 provides the detailed scope for this Energy Conservation Measure and identifies each specific location, its current condition, and the specific retrofit for that location.

Exclusions

1. Hazardous material handling and removal (i.e. asbestos removal).
2. Repairs to existing wiring or switches

ECM 2N – Energy Management System (EMS)

ECM Summary

NORESCO will add zone control to campus Phase 1 fan coil units by providing individual controllers for fan coil units and tying existing stand-alone package units and exterior lighting panels into the EMS. NORESCO will also automate the central chilled water plant by installing valve actuators on chilled water piping. This ECM will enable Customer to gain control over these devices and reduce energy consumption by scheduling the equipment to shut down when these areas are not occupied.

Existing Conditions

The existing Energy Management System (EMS) at the Norco campus is a Barber Colman Network 8000 utilizing global control modules, local control modules, and PEM-1 local equipment controllers. The existing chilled water and heating hot water valve actuators are the originally installed Barber Colman electro-hydraulic units. These actuators regularly fail from hydraulic seal failure due to overheating.

Zone temperature control for the fan coil units in campus Phase 1 buildings is still accomplished using electronic thermostats and not the EMS. Control of stand-alone package units is done locally, meaning at the physical location of the equipment only, with no ability to control remotely. Currently, there is no control of the exterior lighting other than the time clocks at the lighting panel. The lack of EMS-supervised control of terminal devices allows the equipment to operate much longer than is required to maintain comfort conditions in the space when occupied. By extending EMS to these devices, the equipment can be scheduled to be off when the spaces are not occupied.

Scope of Work

The system upgrade/enhancement will include equipment manufactured by Automated Logic that is approved by Customer based on NORESCO submittals and that is an acceptable substitution to products as specified in the Form 2 Application under the CCC IOU Partnership Program. EMS controls will be compatible with existing system or replace the existing control system. All EMS system components on the EMS network, from the network to zone controller level, shall be of the same manufacturer. Sensors, valve actuators, damper actuators or other connected devices at the zone level will be submitted for written approval and be manufacture red by Automated Logic.

NORESCO, Inc. shall furnish and install an AUTOMATEDLOGIC[®] BACnet-based DDC control system to monitor and control as follows:

1. Furnish ALC WebZone modules to replace, on a point-for-point basis, the functioning MicroZone II's in the Phase 2 central plant (F2-Chiller 1&2, pumps 3 and 4 and Boilers 1 and 2 and Pumps1 and 2). Utilize ALC's WebZONE controller which simply replaces the processor card of the MicroZone II, leaving the sensors, actuators, relays, wiring and terminations in place. The points to be controlled per the Nalar drawings of February 1994 are:
 - a. Chilled Water Supply Temperature Chillers 1 and 2
 - b. Chilled Water Return Temperature Chillers 1 and 2 or Common Chilled Water Return
 - c. Chilled Water Flow
 - d. Chiller 1 and 2 Start/Stop
 - e. Pumps 3 and 4 Start/Stop/Status
 - f. Hot Water Supply
 - g. Hot Water Return
 - h. System 3-way reset Valve
 - i. Pumps 1 and 2 Stop/Start/Status

The operational plan is that the chiller plant will only be operated via schedule or on a run command from a FCU that has gone into the unscheduled occupied mode and is requesting cold water. If the chilled water loop can supply sufficient cooling without operating the chillers, they will be held off while the pumps run. If the pumps are running and an FCU requests more cooling, the chiller(s) will start.

The boiler will be run on a "Trim and Respond" plan by which the FCU's will request the hot water system if required. The hot water supply temperature will be reset based on the valve position ("I need more heat" request) from the fan coil units (FCU's). As heating requests decline the hot water supply temperature will be set downward.

2. Furnish and install ALC ZN253 modules, on a point-for-point basis, to replace the fifty-two (52) PEM-1 modules controlling the 4-pipe fan coil units under Phase 2 work. Points on each unit to be:
 - a. Space Temperature
 - b. Space Temp Setpoint Adjust
 - c. Hot Water Valve
 - d. Chilled Water Valve
 - e. Fan Start/Stop

3. Furnish and install ALC ZN253 modules, as stated for the Phase 2 work above, to replace the sixty-three (63) thermostats controlling the 4 pipe fan coil units under Phase 1 work. Points on each unit to be:
 - a. Space Temperature
 - b. Space Temp Setpoint Adjust
 - c. Hot Water Valve
 - d. Chilled Water Valve
 - e. Fan Start/Stop

4. Furnish and install modules to replace the EF controls, on a point-for-point basis(i.e. stop/start only, no status feedback) on EF 1-7 and 9 and 10

5. Furnish and install controls 4 panels for outdoor lighting control now under Time Clock control. Lighting points to be stop/start only.

6. Furnish and install new 2-way valves (Belimo type) to replace those on the Phase 1 fan coil unit chilled water valves.

7. Furnish controls for 2 new air-cooled chillers and associated pumps in F1 (Phase 1 plant). Points controlled and monitored to be:
 - a. Chilled Water Supply from each chiller
 - b. Common Chilled Water Supply Temperature
 - c. Common Return Water Temperature
 - d. Chiller Start/Stop and Run Status
 - e. KW at each chiller from points on chiller panel (if available)
 - f. Chilled Water Supply Temperature reset (if available)
 - g. Pump Start/Stop and Run Status and Speed Control/Feedback (if on VFD's).
 - h. Isolation valve Open/Close
 - i. Differential Pressure between CHWS and CHWR lines leaving the plant.

The Chiller Plant will be run on a "Trim and Respond" scheme in which the FCU's can send a "Run when I Run" request to the Plant. The pumps will then operate. The Chillers will then set their set points based on "need more cooling" requests from the FCU's. If there are no "need more cooling" requests the CHWS Temperature set point will be slowly increased until an FCU requests cooler water. As FCU's ask for cooling the set point will be set downward to meet their needs until no more requests exist.

8. Furnish controls for two (2) boilers and associated pumps. Points to be controlled and monitored to be:
 - a. Hot Water Supply Temperature from each Boiler

- b. Common Hot Water Supply Temperature
- c. Common Hot Water Return Temperature
- d. Boiler Enable/Disable and General Alarm (if available)
- e. Pump Start/Stop/Status

The boiler plant program will be dependent on the type of boilers installed. With copper fin-tube boilers HWS reset schemes are more limited, but a “modified Trim and Respond” approach can be utilized. Or, if we can control the firing stages on the boiler with Digital Outputs we can do a more “standard” trim and respond as described in the boiler plant for the Phase 2 boilers.

9. Furnish low voltage wiring and conduit as required for the new chillers and boilers
10. Furnish and install up to 3 network devices (LGR25) to place the system on the Campus intranet.
11. Furnish controls for the packaged units for the following buildings.
 - a. Building I – 4 Units
 - b. Building K – 4 Units
 - c. Building L - 4 Units
 - d. ECH Building – 6 Units
12. Points list for packaged single zone units to be:
 - a. Space Temperature with set point adjustment
 - b. Supply Air Temperature
 - c. Heating Start
 - d. Cooling/Economizer Start/Stop (if part of the unit, i.e. MicroMetal)
 - e. Fan Start/Stop/Status

Please note that if a packaged unit is part of a VVT/VAV system, we will only schedule the units to start/stop and monitor Supply air Temperature to verify operation:

13. Provide graphic screens and alarm generation at the upgraded Automated Logic workstation quoted under the Riverside Campus Scope.
14. Overview of Training for ALC WebCTRL

Who is this course for?	If you have little or no experience with the ALC WebCTRL product line installed at your facility or you wish to take advanced engineering or hardware courses, this class is for you.
Format	Instructor led training with extensive hands-on exercises. The class environment at ALC is relaxed: student participation is encouraged. To maintain a high level of interaction, each student should be working from a laptop/notebook or desktop computer with internet access to gain system connection for live training.
Length	3 days
Prerequisites	To profit from this course, you must have <ul style="list-style-type: none">• Windows experience
Objectives	After successfully completing this course, you will be able to operate the latest release of WebCTRL. Specifically, you will be able to <ul style="list-style-type: none">• Enter and modify schedules,• Configure and view trends,

- Manipulate set points,
- Manage events (alarms),
- Generate equipment troubleshooting reports, and
- Understand and use the cost saving strategies built into your ALC system.

Course Outline

WebCTRL System and Architecture
ALC Hardware Overview
ALC Plant Tour
Reading a Control Program
Schedules
Using WebCTRL

- Properties pages
- Logic pages

Working with Equipment
Cost Saving Strategies

- Heat and Cool Sources
- Demand Control
- Optimal Start
- Setpoint Optimization

Trends
Alarms and Reporting Actions
Operator Security
WebCTRL Server Startup and Maintenance

- Starting Up and Shutting Down the Server
- File Structure
- License and Updates
- System Settings
- System Backup

Introduction to CtrlSpecBuilder

Clarifications:

1. All control wiring to be in electrical metal tubing (EMT) where exposed and in plenum cable where concealed.
2. All MicoZone II replacements assume the input and output devices are in working order. If not they will be replaced at additional cost, and given a new warranty, or Noresco can have them replaced by others.
3. All existing valve and damper actuators being utilized are assumed to be in working order. If not they will be replaced at additional cost, and given a new warranty, or Noresco can have them replaced by others.
4. Control sequences to be agreed upon in writing before any programming is begun.
5. Graphics to be of the standard Automated Logic type.
6. Static IP addresses to be provided by the school's IT department
7. Web access (T1 or DSL lines) to be furnished by the owner.

Exclusions

1. Hazardous material handling (i.e. asbestos removal).
2. Fire or combination SFD dampers and all associated controls.
3. Smoke detectors and all associated controls.
4. Dampers
5. Duct smoke detectors
6. Power wiring
7. Fire, Life, Safety wiring
8. Fire or combination SFD dampers and all associated controls.
9. Upgrades to any of the existing fire alarm systems
10. Special access and work environment (i.e. special clothing to work in clean room environments)

11. Motor starters of any kind
12. Installation of valve bodies, wells, pressure taps, flow switches, and other in-line devices.

Utility Interruptions

The scope of work will affect every air-conditioned building on campus. Some of the upgrades will require only a short interruption in comfort conditioning as existing controllers are updated, while adding EMS control to the zone level will require an interruption in service of perhaps as long as one day. All central plant work will be done during the off-season to minimize the impact on space comfort conditions. No special temporary cooling will be provided during the construction.

ECM 3N – Chilled Water Pumps

Presently the central plants use a constant flow “once-through” chilled water (CHW) pumping scheme. This Energy Conservation Measure will modify the existing constant volume system to a variable flow arrangement using variable speed, or frequency, drive (“VFD”) on the pumps controlled by CHW static pressure.

Scope of Work

1. At the F-1 (campus Phase 1) central plant, NORESKO will:
 - o Disconnect, remove, and dispose of the two (2) existing 50-HP CHW circulating pump-motor sets.
 - o Provide two new chilled water pumps rated at 400 GPM, 60 feet of head, and 15 HP as determined by final engineering calculations.
 - o Provide two (2) new VFDs to control each new CHW pump. Each new VFD will have electronic bypass, NEMA-12 enclosure for the drive electronics, and EMS interface components.
 - o Furnish and install a differential pressure control transmitter to provide input control signal to VFDs.
2. At the F-2 (campus Phase 2) central plant NORESKO will:
 - o Provide two (2) new VFDs to control each CHW pump. Each new VFD will have electronic bypass, NEMA 12 enclosure for the drive electronics, and EMS interface components.
 - o Furnish and install differential pressure control transmitter to provide input control signal to VFDs.
3. Final written approval of equipment size and manufacturers by District upon review of NORESKO submittals

Exclusions

1. Hazardous material handling (i.e. asbestos removal).
2. Repairs to insulation of existing system other than adjacent to new equipment.
3. Power wiring other than required to install equipment
4. New breakers (existing will be reused)
5. Fire, Life, Safety wiring
6. Upgrades to any of the existing fire alarm systems
7. Special access and work environment (i.e. special clothing to work in clean room)
8. Modification or additions to existing campus control system (new equipment will use or tie into existing campus control system)

ECM 4N – Campus Phase 1 Chillers

The existing chillers in the campus Phase 1 central plant (F-1) are York Model YCAJ air-cooled reciprocating chillers, with a nominal rating of 109 tons each at the specified conditions of 43 degrees Fahrenheit chilled leaving water temperature and 120 degrees Fahrenheit condenser entering air temperature. The energy efficiency ratio of the existing chillers is estimated at 7.5 (1.60 kW per ton). The chillers were installed in 1991 and are approaching the end of their useful life.

NORESCO will replace two (2) campus Phase 1 chillers with new high-efficiency chillers. The new equipment will operate at nearly twice the electrical efficiency of the existing units. The new chillers will be optimized for part-load operation and will be slightly larger than the existing units. The new chillers will also utilize an environmental friendly refrigerant thereby reducing ozone depletion.

Scope of Work

NORESCO will install two (2) high-efficiency air-cooled chillers with variable-speed screw design each rated at 109 tons of nominal capacity or greater. These chillers have an energy efficiency rating of 13.7 (0.88 kW per ton) or greater.

At the campus Phase 1 (F-1) Central Plant, NORESCO will:

- Reclaim the R-22 refrigerant in the two existing chillers. Refrigerant will be returned to the campus for its use.
- Disconnect, remove, and dispose of the two existing York model YCAJ55ST8 air-cooled reciprocating chillers and all associated piping, wire, conduits, switches, and additional material and equipment not required for the operation of new chillers
- Install new concrete chiller pads. Install two (2) air-cooled, variable-speed, 480V 3-phase, screw chiller as specified by final engineering design and approval by Customer. Chiller manufactures to be included in final selection process are: York, Carrier, and Trane.
- Install all fittings, valves, y-strainer, flanges, isolation valves, thermometers, and gauges as required for a complete installation.
- Furnish and install all chilled water and relief vent piping as required for this replacement.
- Pressure-test all new piping to ensure that there are no leaks and document testing.
- Insulate all new chilled water piping to match existing insulation, as required for a complete installation.
- Furnish and install all electrical power work as required for new chillers, including new breaker, cabling, and conduit to new chillers from the existing electrical panel.
- Provide communication interface between the new chillers and the local EMS panel.
- Final written approval of model and manufacturer by District upon review of NORESCO submittals.

Exclusions

1. Hazardous material handling (i.e. asbestos removal).
2. Refrigerant monitoring and detection system (the existing chillers do not have refrigerant monitoring)
3. Repairs to insulation of existing system other than adjacent to new equipment.
4. Fire or combination SFD dampers and all associated controls.
5. Smoke detectors and all associated controls.
6. Dampers
7. Duct smoke detectors
8. Power wiring other than required to install equipment
9. New breakers for cooling towers (existing will be reused)
10. Fire, Life, Safety wiring
11. Fire or combination SFD dampers and all associated controls.
12. Upgrades to any of the existing fire alarm systems
13. Special access and work environment (i.e. special clothing to work in clean room)
14. Modification or additions to existing campus control system (new chiller will use existing campus control system)

HVAC Service Interruptions

Because the scope of work will be accomplished during the winter, the requirement for space cooling will be at a minimum and only short-term space temperature issues will result from this utility system interruption. No temporary cooling will be provided by NORESCO.

ECM 5N Campus Phase 1 Boiler Replacement

Existing Conditions

Many of the buildings on campus are heated by hot water produced in a central boiler plant (Building F-1). The boiler plant is served by two boilers installed in 1991 that are original to the heating plant. The boilers are atmospheric-type boilers manufactured by Ajax. The boilers are gas fired and have a rated input of 1,250 MBH each

The existing boilers do not meet the requirements of the SCAQMD. Isolation valves for the two boilers have to be operated manually, so they are left open to allow both boilers to operate if necessary. Water is pumped through both boilers all the time, which more than doubles the heat loss to the system.

Scope of Work

NORESCO will install two (2) new high-efficiency package boilers to replace the two existing boilers. The new boilers will be of the same capacity as the existing campus Phase 1 hot water boilers in the F-1 central heating plant. The new package boilers are specified to operate at 84% thermal efficiency. NORESCO will also install new isolation valves having automated actuators in place of the existing manual valves.

The new natural gas fired boilers will meet South Coast Air Quality Management District (SCAQMD) rules. These rules are provided at the end of the document.

In addition to the natural-gas savings due to the higher operating efficiency of the new boilers, additional savings will be realized through the improved operational control provided by the expanded EMS installation. The EMS will operate the isolation valves for each boiler so that only the boiler required to provide heating will be open to the system. This approach will reduce the heat loss of the system and allow true lead-lag control of the equipment.

At the campus Phase 1 (F-1) Central Plant, NORESCO will:

- Disconnect, remove, and dispose of the two existing Ajax WGB-1250 boilers and all associated piping, wire, conduits, switches, flue stacks, and additional material and equipment not required for the operation of new boilers.
- Install two (2) Raypak Hi Delta Model 1262A high-efficiency boilers or equal as determined by final engineering design.
- Install all fittings, valves, y-strainers, flanges, isolation valves, thermometers, and gauges as required for a complete installation.
- Install an AL29-4C stainless steel venting system on the boiler as necessary and out through the roof to atmosphere, and install flashing, counter flashing, and cap.
- Reuse existing combustion makeup air system.
- Install heating hot water and relief vent piping as required for this replacement.
- Pressure-test all new piping to ensure there are no leaks and document testing.
- Install insulation of all new heating hot water piping to match existing insulation as required for a complete installation.
- Perform electrical work as required for new boilers, including new cabling and conduit to new boilers from existing electrical panel.
- Provide EMS interface to existing EMS.
- Factory start-up and commissioning.
- The new boilers will be equipped with the Raypak cold start package if required by the final engineering for the installation.
- Final written approval of model and manufacturer by District upon review of NORESCO submittals.

Exclusions

1. Hazardous material handling (i.e. asbestos removal).
2. Repairs to insulation of existing system other than adjacent to new equipment.
3. Fire or combination SFD dampers and all associated controls.
4. Smoke detectors and all associated controls.
5. Dampers
6. Duct smoke detectors
7. Power wiring other than required to install equipment
8. Fire, Life, Safety wiring
9. Fire or combination SFD dampers and all associated controls.
10. Upgrades to any of the existing fire alarm systems

11. Special access and work environment (i.e. special clothing to work in clean room)
12. Modification or additions to existing campus control system (new boiler will use existing campus control system)

Utility Interruptions:

The above scope of work will be accomplished during the summer months; therefore, space heating will not be required, and no utility interruptions are expected that would impact the operation of the campus.

ECM 6N Vending Misers

There are ten (10) refrigerated vending machines on campus, which currently are lighted and operate 24 hours a day, even though there are thousands of hours per year when no one is on campus.

Scope of Work

NORESKO will install "Vending Miser" controls on each of these units. The Vending Miser controls incorporate an occupancy sensor to determine whether there is any activity near the machines. After a pre-determined period of inactivity, the control unit will shut off all power to the vending machine; the compressor will be locked out, and the lights will be shut off. At some later time, when a person approaches the vending machine, the Vending Miser unit will turn on power to the unit which will enable the front panel and/or interior lights, and the machine will be ready to accept money and dispense product.

The control unit includes an adjustable "unoccupied" time setting, a current sensor to detect whether the compressor is running, and a product space temperature sensor to determine whether the product is getting warm enough that the compressor should start again. When new (warm) product is added to the vending machine, the temperature sensor indicates that the interior is not cold enough to be switched to "unoccupied" mode, and the current sensor indicates that the compressor is running to cool the product down to the delivery temperature.

The Vending Miser will not go into "unoccupied" mode until the interior temperature is cold again, and the compressor has been shut off by the self-contained vending machine controls. This "smart" control ensures that the compressor will not be subjected to a "high-head" starting condition.

Total Number of Vending Misers to be installed: 10

Exclusions

1. Hazardous material handling (i.e. asbestos removal).
2. Repairs to existing system.

ECM 7N - Lighting Retrofit

Retrofit of Interior and Exterior Building Lighting

Many areas of the campus are still lit by standard efficiency magnetic ballasts driving old energy inefficient T-12 lamps. There are also areas of the campus that utilize the first generation of energy efficient T-8 lamps and electronic ballasts. Many of these are in three-lamp fixtures and their respective areas are over lit and thus wasting energy. This Energy Conservation Measure will retrofit existing T-12 fixtures to current generation T-8 lamps and ballasts. Where areas are currently over lit, the fixtures will be converted from 3-lamp to 2-lamp fixtures using custom reflectors to evenly distribute the light. Light levels will be verified to meet the recommended levels. Additionally, the existing T-8 fixtures will be retrofit to more energy efficient T-8 lamps and ballasts. Again, where areas are over lit because of existing 3-lamp fixtures those will be converted from 3-lamp to 2-lamp fixtures. Additionally, there are some fixtures (down lights and exterior HPS) that will be retrofitted to compact fluorescent and HID respectively.

Equipment Manufacturer and Type

The proposed lighting equipment will be manufactured by one of these corporations:

Lamps: Phillips Lighting Co., 200 Franklin Square Dr., Somerset, NJ, 08875, (908) 563-3000.

- Osram-Sylvania Inc., 100 Endicott St., Danvers, MA, 01923, (800) 544-4828.
- General Electric Co., 3135 Easton Turnpike, Fairfield, CT, 06828-0001, (941) 418-5070.

Ballasts:

- Advance Transformer Co., 10275 West Higgins, Rosemont, IL, 60018, (708) 390-5109
- Howard Industries, PO BOX 1590, Laurel, MS, 39441, (800) 956-3456.
- General Electric Co., 3135 Easton Turnpike, Fairfield, CT, 06828-0001, (941) 418-5070.
- Osram-Sylvania Inc., 100 Endicott St., Danvers, MA, 01923, (800) 544-4828.
- Universal Lighting Prod. Gr., 26 Century Blvd., Nashville, TN, 1 (800) BALLAST

Fixtures:

- Tristar Lighting, 1349 Ford Road, New Salem, PA, 19020, (215) 638-8180.
- Lithonia Hi-Tek, PO Box 72, Crawfordsville, IN, 47933, (317) 362-1837.
- Simkar Corp., 700 Ramona Ave., Philadelphia, PA, 19120-4691, (215) 831-7700.
- Thomas Lighting (Daybrite), Commercial & Industrial Div., 1015 S. Green St., Tupelo, MS, 38802, (601) 842-7212.
- Crescent Lighting, 120 East Gloucester Pike, Barrington, NJ, 08007, (609) 546-5000.

Reflectors:

- Energy Planning Associates, 148 Maritime Drive, Sanford, FL, 32771 (407) 302-0001.
- Reflect-A-Light, U.S. 17 North, Route 6, Box 800, Palatka, FL, 32177, (904)-328-1580.

Material Specifications

- Low Mercury T-8 Lamps: The new, medium bi-pin T8 lamps will be 4100k with 20,000 hours of average rated life and a Color Rendering Index of 85.
- Ballasts: The UL, CBM and CSA certified lighting ballasts will be of the programmed or instant start type electronic ballast with a total harmonic distortion rating of less than 20%.
- Compact Fluorescent Lamps: These UL and CSA certified lamps utilize high quality phosphors for outstanding Color Rendering Index (CRI) from 80 to 85. The lamp temperature ranges from 2,700 degrees Kelvin to 4,100 degrees Kelvin. Average rated life of the lamps is 10,000 hours.
- Compact Fluorescent Fixtures: The new UL and CSA certified fixtures utilize heavy gauge post painted steel pans, durable two-pin thermoplastic sockets and socket clips for excellent lamp alignment and photometrics. Fixtures are either surface mount or designed for suspended ceiling or air handling plenums. All ballasts are factory tested.
- Fluorescent Lighting Fixtures: The new fixtures will consist of heavy die-formed steel to insure uniformity and dimensional stability with quality rust-resistant high-gloss white enamel paint. The paint is baked on at high temperatures to ensure durability. Fixtures are all approved by UL. Fixtures are constructed with convenient knock-outs for ease of installation in a wide variety of applications that can be mounted using many usual methods. Lenses are constructed of high quality extruded virgin acrylic with excellent UV resistance.
- Reflectors: The reflectors are designed to maximize light output for even light distribution, ease of installation, and achieve ballast access without tools. Material form, fit and thickness requirements meet UL Standard 1570 requirements.

Exclusions:

1. Hazardous waste removal
2. Repairs to existing system wiring
3. Replacement of lenses (yellowed, cracked, broken, or missing) unless specifically identified in the line by line scope)
4. Battery backup ballasts unless specifically identified in the line-by-line scope.

Specific Retrofit and Location Scope

See Appendix 1 to this Attachment B for detailed scope. Table 1, Norco Line-by-Line Lighting Retrofit, in Appendix 1 provides the detailed scope for this Energy Conservation Measure and identifies each specific location, its current condition, and the specific retrofit for that location.

All work under this ECM will be done in coordination with the District staff. NORESO will coordinate all work with the facility staff to minimize impact on building occupants. Because of the need to minimize the impact on teaching and day-to-day operations of the campus it is understood that most of the work on this ECM will have to be done at night after classes no longer meet.

ECM 8N Exterior Light Poles Replacement

This ECM is considered as a deductible alternate and it will be determined by the District, no later than 30 (thirty) business days after the execution of this agreement, if it will be included in the Scope of Work. A deductive Change Order shall be issued to the District, should this ECM not be included in the Scope of Work, and the amount of such deduction shall be calculated on the project cost as listed in Attachment C, Schedule of Payments.

ECM Summary:

NORESCO will evaluate and document the condition of the exterior light poles and light fixtures at the Norco campus and will replace and/or repair those that show deterioration which could result in the failure of the pole.

Existing Conditions

An initial visual survey of the parking lot light poles and interior campus light poles indicates approximately 45 poles need to be replaced because of potential structural failure of the pole at the base connection. Approximately 10 poles need to be removed and a rust inhibitor applied to insure that they retain their structural integrity.

In the parking lot there are two different types of poles. The first type, used in Phase 1, is a 4" square x 24' steel pole that was originally treated with a powder coating to prevent rust. The second type, used in Phase 2, is a 4" square x 24' steel pole. These poles were apparently not treated with rust inhibitor or powder coating and are rusting. The interior campus poles are 5" square x 12' steel poles. Those poles were apparently not treated with rust inhibitor or powder coating and are largely exposed to landscape watering. About forty percent of these poles are severely rusted at the base and are in danger of falling down.

Scope of Work

NORESCO will perform a detailed audit of the poles and perform NDE to verify the structural integrity of the poles that are to remain in place. The poles deemed structurally inadequate will be replaced. The head of the poles will be evaluated and replaced if necessary. The new poles will be properly treated to prevent rust. The estimate quantity of poles to be replaced is 43 with 13 new heads estimated for replacement.

The work will be performed on a not to exceed basis based on unit pricing as follows:

Descriptions	Estimated Quantity	Unit Cost
Cost for pole replacement parking lot:	5	\$2,169
Cost for pole replacement for walkways:	38	\$1,847
New head for parking lot poles:	3	\$1,216
New head for interior poles:	10	\$1,406
Recoating the exterior of poles:	6	\$294

Exclusions

1. Hazardous material handling (such as asbestos removal)
2. After hours labor on weekdays or any hours on Saturday and Sunday
3. Structural evaluation of the light pole concrete bases
4. Replacement of any of the light pole concrete bases

2.0 SCOPE OF SERVICES – MORENO VALLEY CAMPUS

Provide all detailed engineering, design and construction documents, regulatory approvals, support to District for incentive rebates, construction and operating permits as required, project and construction management, equipment and installation materials, and labor for the following design/build Energy Conservation Measures (ECMs):

ECM 1 MV – Occupancy Sensors

Lighting Control Using Occupancy Sensors

Many of the class rooms and offices are equipped with manual light switches. In office areas many of the offices are without light switches and are “ganged together” on the same circuit as other offices. This Energy Conservation Measure will install occupancy sensors in those types of spaces where it has been determined that the runtime of the lighting could be dramatically reduced

a. Sensor Installation

NORESCO will install two types of sensor styles (the specific type and location is specified in Appendix 1, Table 2 to this Attachment B): a switch-mounted sensor and a wall/ceiling-mounted sensor. Sensors installed in classrooms and offices will operate with “dual technology.” Dual technology sensors monitor motion using infrared and ultrasonic sensors, which reduce the possibility of the lights shutting off while the space is occupied. Sensors in utility areas, janitorial closets, and small areas will utilize single-motion technology. Switch-mounted sensors will be utilized in smaller spaces such as offices and small classrooms. Switch sensors replace the existing wall-recessed light switch and have a built-in manual on/off switch. Ceiling or wall sensors will be installed remotely in the ceiling or mounted tight to the ceiling in a corner of the room. Existing light switches will remain and operate as they do now. A power pack will be installed in a junction box above the ceiling and shielded low-voltage cables will connect to the sensor.

b. Material Specifications

Occupancy sensors will be ceiling or wall mounted and may use ultrasonic or passive infrared technology. Turning off lights in unoccupied spaces provides savings by reducing electricity consumption, extending lamp life, and reducing maintenance costs. All specified sensors and related components meet UL requirements.

c. Manufacturer and Type

NORESCO proposes using equipment manufactured by:
Sensor Switch, 900 Northrop Rd. Wallingford, CT 06492
Final selection following written approval of submittals by District.

Exclusions

1. Hazardous material handling (i.e. asbestos removal).
2. Repairs to existing wiring or switches

Specific Retrofit and Location Scope

See Appendix 1 to this Attachment B for detailed scope. Table 2, Moreno Valley Line-by-Line Lighting Retrofit, in Appendix 1 provides the detailed scope for this Energy Conservation Measure and identifies each specific location, its current condition, and the specific retrofit for that location.

ECM 2MV – Energy Management System (EMS)

ECM Summary

NORESCO proposes to extend direct digital control (DDC) to individual air conditioning units in the Phase I buildings as well as exterior lighting panels. This will allow the College to gain control over these devices and reduce energy consumption by scheduling the equipment to shut down when these areas are not occupied.

Existing Conditions

The existing Energy Management System (EMS) at the campus is a Barber Colman Network 8000 utilizing global control modules, local control modules, and PEM-1 local equipment controllers. The existing chilled water and heating hot water valve actuators are the originally installed Barber Colman electro-hydraulic units. These actuators regularly fail from hydraulic seal failure due to overheating.

Zone temperature control for the fan coil units in campus Phase 1 buildings is still accomplished using electronic thermostats and not the EMS. Control of stand-alone package units is done locally, meaning at the physical location of the equipment only, with no ability to control remotely. Currently, there is no control of the exterior lighting other than the time clocks at the lighting panel. The lack of EMS-supervised control of terminal devices allows the equipment to operate much longer than is required to maintain comfort conditions in the space when occupied. By extending EMS to these devices, the equipment can be scheduled to be off when the spaces are not occupied.

Scope of Work

The system upgrade/enhancement will include equipment manufactured by Automated Logic or equal that is approved by Customer based on NORESKO submittals and that is an acceptable substitution to products as specified in the Form 2 Application under the CCC IOU Partnership Program. EMS controls will be compatible with existing system. All EMS system components on the EMS network, from the network to zone controller level, shall be of the same manufacturer. Sensors, valve actuators, damper actuators or other connected devices at the zone level will be submitted for written approval.

NORESCO will add zone control to campus Phase 1 fan coil units by providing individual controllers for fan coil units and tie existing stand-alone package units and exterior lighting panels into the EMS. NORESKO will also automate the central chilled-water plant by installing valve actuators on chilled water piping.

The scope of work will include:

1. Furnish and install ALC WebZone module to replace, on a point-for-point basis, the functioning MicroZone II in the central plant (F2). Points to be as follows:
 - a. CHWS Temp CH-1
 - b. CHWS Temp CH-2
 - c. CHWR Temp CH-1
 - d. CHWR Temp CH-2
 - e. CHW Flow
 - f. CHWP-3 Start/Stop/Status
 - g. CHWP-4 Start/Stop/Status
 - h. Chiller 1 Start/Stop
 - i. Chiller 2 Start/Stop
2. Furnish and install ALC ZN253 modules, on a point-for-point basis, to replace the fifty-three (53) PEM-1 modules controlling the 4 pipe fan coil units under Phase 2 work. Points on each unit to be:
 - a. Space Temperature
 - b. Space Tem Setpoint Adjust
 - c. Hot Water Valve
 - d. Chilled Water Valve
 - e. Fan Start/Stop
3. Furnish and install ALC ZN253 modules, as stated for the Phase 2 work above, to replace the fifty-eight (58) thermostats controlling the 4-pipe fan coil units under Phase 1 work. Points on each unit to be:
 - a. Space Temperature
 - b. Space Temp Setpoint Adjust
 - c. Hot Water Valve

- d. Chilled Water Valve
 - e. Fan Start/Stop
 - f. Replace fifty-eight (58) 3-way chilled water valves with 2-way valves in campus Phase 1 fan coil units and tie into the EMS.
4. Furnish and install modules to replace the EF controls, on a point-for-point basis (i.e. Stop/Start only, no status feedback)
 5. Furnish and install controls thirteen (13) panels for outdoor lighting control now under Time Clock control. Lighting Points to be Stop/Start only.
 6. Furnish and install new 2-way valves (Belimo type) to replace those on the Phase 1 Fan Coil Unit Chilled Water valves.
 7. Furnish controls for two (2) air-cooled chillers and associated pumps in Phase 1 Central Plant. The following points will be controlled and monitored:
 - a. Chilled Water Supply from each chiller
 - b. Common Chilled Water Supply Temperature
 - c. Common Return Water Temperature
 - d. Chiller Start/Stop and Run Status
 - e. KW at each chiller from points on chiller panel (if available).
 - f. Chilled Water Supply Temperature reset (if available)
 - g. Pump Start/Stop/Status and Speed Control/Feedback (if on VFD's).
 - h. Isolation valve Open/Close
 8. Furnish controls for two (2) boilers and associated pumps. Points to be controlled and monitored to be:
 - a. Hot Water Supply Temperature from each Boiler
 - b. Common Hot Water Supply Temperature
 - c. Common Hot Water Return Temperature
 - d. Boiler Enable/Disable and General Alarm (if available)
 - e. Pump Start/Stop and Run Status
 - f. Furnish low voltage wiring and conduit as required for the new chillers and boilers
 9. Furnish and install up to three (3) network devices (LGR25) to place the system on the Campus intranet.
 10. Furnish controls for the packaged units for the following buildings:
 - a. Building 15 – 4 Units
 - b. Building 3 – 1 split and 2 DX FCU
 - c. Building 4A - 4 Units
 - d. Building 4 – 2 units and 2 DX FCU
 - e. Building 14 – 4 units
 - f. Building 16 – 2 units
 - g. ECH Building – 6 Units
 - Please note that if a packaged unit is part of a VVT/VAV system, NORESKO will only schedule the units to start/stop and monitor Supply air Temperature to verify operation.
 - Points list for packaged single zone units to be:
 - i. Space Temperature with set point adjustment
 - ii. Supply Air Temperature
 - iii. Heating Start
 - iv. Cooling/Economizer Start/Stop (if part of the unit, i.e. MicroMetal)
 - v. Fan Start/Stop/Status

11. Provide graphic screens and alarm generation at the upgraded Automated Logic workstation quoted under the Riverside Campus proposal.

12. Overview of Training for ALC WebCTRL

See Scope for Norco Campus

Clarifications:

1. All control wiring to be in EMT where exposed and in plenum cable where concealed.
2. Control sequences to be agreed upon in writing before any programming is begun.
3. Graphics to be of the standard Automated Logic type.
4. Static IP addresses to be provided by the schools IT department
5. Web access (T1 or DSL lines) to be furnished by the owner.

Exclusions

1. Hazardous material handling (i.e. asbestos removal).
2. Fire or combination SFD dampers and all associated controls.
3. Smoke detectors and all associated controls.
4. Dampers
5. Duct smoke detectors
6. Power wiring
7. Fire, Life, Safety wiring
8. Fire or combination SFD dampers and all associated controls.
9. Upgrades to any of the existing fire alarm systems
10. Special access and work environment (i.e. special clothing to work in clean room environments)
11. Motor starters of any kind
12. Installation of valve bodies, wells, pressure taps, flow switches, and other in-line devices.

Utility Interruptions

The scope of work will affect every air-conditioned building on campus. Some of the upgrades will require only a short interruption in comfort conditioning as existing controllers are updated, while adding EMS control to the zone level will require an interruption in service of perhaps as long as one day. All central plant work will be done during the off-season to minimize the impact on space comfort conditions. No special temporary cooling will be provided during the construction.

ECM 3MV – Chilled Water Pumps

Existing Conditions

Presently the central plants use a constant flow “once-through” chilled water (CHW) pumping scheme. NORESKO will retrofit the campus Phase 1 constant-flow CHW pumping system for variable-flow operation and control the loop flow according to the CHW loop differential pressure, as measured near the loop end of run. NORESKO will install new more efficient motor pump sets as well as variable speed drives to further reduce operating cost. The pumps and motors will be selected to allow for superior operating efficiency.

Scope of Work

1. NORESKO will furnish and install the following equipment at the “05” (campus Phase 1) central plant:
 - Disconnect, remove, and dispose of the two (2) existing 50-HP CHW circulating pump-motor sets.
 - Provide two (2) new chilled water pumps rated at 400-GPM, 60-ft of Head and 15-HP or as required by the final engineering design.
 - Provide two (2) new variable frequency drives with the following features to control each new chilled-water pump
 - Electronic bypass
 - NEMA 12 enclosure for the drive electronics

- EMS interface card
- Furnish and install differential pressure control transmitter to provide input control signal to VFDs.
- Final written approval of equipment size and manufacturers by District upon review of NORESO submittals

Exclusions

1. Hazardous material handling (i.e. asbestos removal).
2. Repairs to insulation of existing system other than adjacent to new equipment.
3. Power wiring other than required to install equipment
4. New breakers (existing will be reused)
5. Fire, Life, Safety wiring
6. Upgrades to any of the existing fire alarm systems
7. After hours labor on weekdays or any hours on Saturday and Sunday
8. Special access and work environment (i.e. special clothing to work in clean room)
9. Modification or additions to existing campus control system (new equipment will use or tie into existing campus control system)

ECM 4MV – Campus Phase 1 Chillers

The existing chillers in the campus Phase 1 central plant (F-1) are York Model YCAJ air-cooled reciprocating chillers, with a nominal rating of 109 tons each at the specified conditions of 43 degrees Fahrenheit chilled leaving water temperature and 120 degrees Fahrenheit condenser entering air temperature. The energy efficiency ratio of the existing chillers is estimated at 7.5 (1.60 kW per ton). The chillers were installed in 1991 and are approaching the end of their useful life.

NORESOS will replace two (2) campus Phase 1 chillers with new high-efficiency chillers. The new equipment will operate at nearly twice the electrical efficiency of the existing units. The new chillers will be optimized for part-load operation and will be slightly larger than the existing units. The new chillers will also utilize an environmental friendly refrigerant thereby reducing ozone depletion.

Scope of Work

NORESOS will install two (2) high-efficiency air-cooled chillers with variable-speed screw design each rated at 109 tons of nominal capacity or greater. These chillers have an energy efficiency rating of 13.7 (0.88 kW per ton) or greater.

At the campus Phase 1 (F-1) Central Plant, NORESOS will:

1. Reclaim the R-22 refrigerant in the two existing chillers. Refrigerant will be returned to the campus for its use.
2. Disconnect, remove, and dispose of the two existing York model YCAJ55ST8 air-cooled reciprocating chillers and all associated piping, wire, conduits, switches, and additional material and equipment not required for the operation of new chillers.
3. Install new concrete chiller pads.
4. Install two (2) air-cooled, variable-speed, 480V 3-phase, screw chillers as specified by final engineering design and approval by Customer. Chiller manufacturers to be included in final selection process are: York, Carrier, and Trane.
5. Install all fittings, valves, y-strainer, flanges, isolation valves, thermometers, and gauges as required for a complete installation.
6. Furnish and install all chilled water and relief vent piping as required for this replacement.
7. Pressure-test all new piping to ensure that there are no leaks and document testing.
8. Insulate all new chilled water piping to match existing insulation, as required for a complete installation.
9. Furnish and install all electrical power work as required for new chillers, including new breaker, cabling, and conduit to new chillers from the existing electrical panel.
10. Provide communication interface between the new chillers and the local EMS panel.
11. Final approval of model and manufacturer by District upon review of NORESOS submittals.

Exclusions

1. Hazardous material handling (i.e. asbestos removal).

2. Refrigerant monitoring and detection system (the existing chillers do not have refrigerant monitoring).
3. Repairs to insulation of existing system other than adjacent to new equipment.
4. Fire or combination SFD dampers and all associated controls.
5. Smoke detectors and all associated controls.
6. Dampers
7. Duct smoke detectors
8. Power wiring other than required to install equipment
9. New breakers for cooling towers (existing will be reused)
10. Fire, Life, Safety wiring
11. Fire or combination SFD dampers and all associated controls.
12. Upgrades to any of the existing fire alarm systems
13. Special access and work environment (i.e. special clothing to work in clean room)
14. Modification or additions to existing campus control system (new chiller will use existing campus control system)

HVAC Service Interruptions

Because the scope of work will be accomplished during the winter, the requirement for space cooling will be at a minimum and only short-term space temperature issues will result from this utility system interruption. No temporary cooling will be provided by NORESO

ECM 5MV Campus Phase 1 Boiler Replacement

This ECM is considered as a deductible alternate and it will be determined by the District, no later than 30 (thirty) business days after the execution of this agreement, if it will be included in the Scope of Work. A deductive Change Order shall be issued to the District, should this ECM not be included in the Scope of Work, and the amount of such deduction shall be calculated on the project cost as listed in Attachment C, Schedule of Payments.

Existing Conditions

Many of the buildings on campus are heated by hot water, which is produced in a central boiler plant (Building 05). The boiler plant contains two boilers installed in 1991 that are original to the heating plant. The boilers are atmospheric-type boilers manufactured by AJAX. The boilers are gas fired and have a rated input of 1,250 MBH each.

ECM Summary:

NORESO will replace the existing campus Phase 1 boilers in Central Plant "05" with high-efficiency boilers. The new boilers will be more energy efficient than the existing boilers and offer superior control thereby further reducing operating energy losses. The new boilers will meet current air emissions requirements of the South Coast Air Quality Management District (SCAQMD).

Scope of Work

NORESO will install two (2) new high-efficiency package boilers to replace the two existing boilers. The new boilers will be of the same capacity as the existing campus Phase 1 hot water boilers in central heating plant "05." The new package boilers are specified to operate at 84% thermal efficiency. NORESO will also install new isolation valves having automated actuators in place of the existing manual valves. The new natural gas fired boilers will meet South Coast Air Quality Management District (SCAQMD) rules.

In addition to the natural-gas savings due to the higher operating efficiency of the new boilers, additional savings will be realized through the improved operational control provided by the expanded EMS installation. The EMS will operate the isolation valves for each boiler such that only the boiler required to provide heating will be open to the system. This will reduce the heat loss of the system and allow true lead-lag control of the equipment.

NORESO will provide the following equipment and Work at the campus Phase 1 (05) Central Plant:

1. Disconnect, remove, and dispose of the two (2) existing AJAX WGB-1250 boilers and all associated piping, wire, conduits, switches, flue stacks and any additional material and equipment not required for the operation of new boilers.
2. Furnish & install two (2) Raypak Hi Delta Model 1262A high efficiency boilers or approved equal. Install all fittings, valves, y-strainer, flanges, isolation valves, thermometers and gauges as required for a complete installation.
3. Install venting system on the boiler as necessary and out through the roof to atmosphere. A flashing, counter flashing, and cap will be installed.
4. Heating hot water and relief vent piping as required.
5. Pressure test all new piping to ensure that there are no leaks and document testing.
6. Provide insulation of all new heating hot water piping to match existing.
7. Provide electrical power wiring as required for new boilers, including new cabling and conduit to new boilers from existing electrical panel.
8. Provide start / stop control through the EMS
9. Provide complete startup, checkout and commissioning of the boiler system.
10. The new boilers will be equipped with the Raypack cold start package if required by the final engineering for the installation
11. Final written approval of model and manufacturer by District upon review of NORESKO submittals.

Exclusions

5. Hazardous material handling (i.e. asbestos removal).
6. Repairs to insulation of existing system other than adjacent to new equipment.
7. Fire or combination SFD dampers and all associated controls.
8. Smoke detectors and all associated controls.
9. Dampers
10. Duct smoke detectors
11. Power wiring other than required to install equipment
12. Fire, Life, Safety wiring
13. Fire or combination SFD dampers and all associated controls.
14. Upgrades to any of the existing fire alarm systems
15. Special access and work environment (i.e. special clothing to work in clean room)
16. Modification or additions to existing campus control system (new boiler will use existing campus control system)

Utility Interruptions:

The above scope of work will be accomplished during the summer months; therefore, space heating will not be required, and no utility interruptions are expected that would impact the operation of the campus.

ECM 6MV Vending Misers

There are ten (10) refrigerated vending machines on campus, which currently are lighted and operate 24 hours a day, even though there are thousands of hours per year when no one is on campus.

Scope of Work

NORESKO will install "Vending Miser" controls on each of these units. The Vending Miser controls incorporate an occupancy sensor to determine whether there is any activity near the machines. After a pre-determined period of inactivity, the control unit will shut off all power to the vending machine; the compressor will be locked out, and the lights will be shut off. At some later time, when a person approaches the vending machine, the Vending Miser unit will turn on power to the unit which will enable the front panel and/or interior lights, and the machine will be ready to accept money and dispense product.

The control unit includes an adjustable "unoccupied" time setting, a current sensor to detect whether the compressor is running, and a product space temperature sensor to determine whether the product is getting warm enough that the compressor should start again. When new (warm) product is added to the vending machine, the temperature sensor indicates that the interior is not

cold enough to be switched to “unoccupied” mode, and the current sensor indicates that the compressor is running to cool the product down to the delivery temperature.

The Vending Miser will not go into “unoccupied” mode until the interior temperature is cold again, and the compressor has been shut off by the self-contained vending machine controls. This “smart” control ensures that the compressor will not be subjected to a “high-head” starting condition.

Total Number of Vending Misers to be installed: 10

Exclusions

1. Hazardous material handling (i.e. asbestos removal).
2. Repairs to existing system.

ECM 7MV - Lighting Retrofit

Retrofit of Interior and Exterior Building Lighting

Many areas of the campus are still lit by standard efficiency magnetic ballasts driving old energy inefficient T-12 lamps. There are also areas of the campus that utilize the first generation of energy efficient T-8 lamps and electronic ballasts. Many of these are in three-lamp fixtures and their respective areas are over lit and thus wasting energy. This Energy Conservation Measure will retrofit existing T-12 fixtures to current generation T-8 lamps and ballasts. Where areas are currently over lit, the fixtures will be converted from 3-lamp to 2-lamp fixtures using custom reflectors to evenly distribute the light. Light levels will be verified to meet the recommended levels. Additionally, the existing T-8 fixtures will be retrofit to more energy efficient T-8 lamps and ballasts. Again, where areas are over lit because of existing 3-lamp fixtures those will be converted from 3-lamp to 2-lamp fixtures. Additionally, there are some fixtures (down lights and exterior HPS) that will be retrofitted to compact fluorescent and HID respectively.

Equipment Manufacturer and Type

The proposed lighting equipment will be manufactured by one of these corporations:

Lamps:

- Phillips Lighting Co., 200 Franklin Square Dr., Somerset, NJ, 08875, (908) 563-3000.
- Osram-Sylvania Inc., 100 Endicott St., Danvers, MA, 01923, (800) 544-4828.
- General Electric Co., 3135 Easton Turnpike, Fairfield, CT, 06828-0001, (941) 418-5070.

Ballasts:

- Advance Transformer Co., 10275 West Higgins, Rosemont, IL, 60018, (708) 390-5109
- Howard Industries, PO BOX 1590, Laurel, MS, 39441, (800) 956-3456.
- General Electric Co., 3135 Easton Turnpike, Fairfield, CT, 06828-0001, (941) 418-5070.
- Osram-Sylvania Inc., 100 Endicott St., Danvers, MA, 01923, (800) 544-4828.
- Universal Lighting Prod. Gr., 26 Century Blvd., Nashville, TN, 1 (800) BALLAST

Fixtures:

- Tristar Lighting, 1349 Ford Road, New Salem, PA, 19020, (215) 638-8180.
- Lithonia Hi-Tek, PO Box 72, Crawfordsville, IN, 47933, (317) 362-1837.
- Simkar Corp., 700 Ramona Ave., Philadelphia, PA, 19120-4691, (215) 831-7700.
- Thomas Lighting (Daybrite), Commercial & Industrial Div., 1015 S. Green St., Tupelo, MS, 38802, (601) 842-7212.
- Crescent Lighting, 120 East Gloucester Pike, Barrington, NJ, 08007, (609) 546-5000.

Reflectors:

- Energy Planning Associates, 148 Maritime Drive, Sanford, FL, 32771 (407) 302-0001.
- Reflect-A-Light, U.S. 17 North, Route 6, Box 800, Palatka, FL, 32177, (904)-328-1580.

Material Specifications

- Low Mercury T-8 Lamps: The new, medium bi-pin T8 lamps will be 4100k with 20,000 hours of average rated life and a Color Rendering Index of 85.
- Ballasts: The UL, CBM and CSA certified lighting ballasts will be of the programmed or instant start type electronic ballast with a total harmonic distortion rating of less than 20%.
- Compact Fluorescent Lamps: These UL and CSA certified lamps utilize high quality phosphors for outstanding Color Rendering Index (CRI) from 80 to 85. The lamp temperature ranges from 2,700 degrees Kelvin to 4,100 degrees Kelvin. Average rated life of the lamps is 10,000 hours.
- Compact Fluorescent Fixtures: The new UL and CSA certified fixtures utilize heavy gauge post painted steel pans, durable two-pin thermoplastic sockets and socket clips for excellent lamp alignment and photometrics. Fixtures are either surface mount or designed for suspended ceiling or air handling plenums. All ballasts are factory tested.
- Fluorescent Lighting Fixtures: The new fixtures will consist of heavy die-formed steel to insure uniformity and dimensional stability with quality rust-resistant high-gloss white enamel paint. The paint is baked on at high temperatures to ensure durability. Fixtures are all approved by UL. Fixtures are constructed with convenient knock-outs for ease of installation in a wide variety of applications that can be mounted using many usual methods. Lenses are constructed of high quality extruded virgin acrylic with excellent UV resistance.
- Reflectors: The reflectors are designed to maximize light output for even light distribution, ease of installation, and achieve ballast access without tools. Material form, fit and thickness requirements meet UL Standard 1570 requirements.

Exclusions:

1. Hazardous waste removal
2. Repairs to existing system wiring
3. Replacement of lenses (yellowed, cracked, broken, or missing) unless specifically identified in the line by line scope)
4. Battery backup ballasts unless specifically identified in the line-by-line scope.

Specific Retrofit and Location Scope

See Appendix 1 to this Attachment B for detailed scope. Table 2, Moreno Valley Line-by-Line Lighting Retrofit, in Appendix 1 provides the detailed scope for this Energy Conservation Measure and identifies each specific location, its current condition, and the specific retrofit for that location.

All work under this ECM will be done in coordination with the District staff. NORESKO will coordinate all work with the facility staff to minimize impact on building occupants. Because of the need to minimize the impact on teaching and day-to-day operations of the campus it is understood that most of the work on this ECM will have to be done at night after classes no longer meet.

ECM 8 MV Campus Replacement of Loop Hot water Lines

This ECM is considered as a deductible alternate and it will be determined by the District, no later than 30 (thirty) business days after the execution of this agreement, if it will be included in the Scope of Work. A deductive Change Order shall be issued to the District, should this ECM not be included in the Scope of Work, and the amount of such deduction shall be calculated on the project cost as listed in Attachment C, Schedule of Payments.

ECM Summary:

NORESKO will replace approximately 2,400 feet of pipe and weld fittings in the existing Phase 1 campus underground heating hot water system.

Existing Conditions

The central heating loop for the Phase 1 section of the campus has a severe leaking problem. The staff has tried to repair the loop but it appears that many of the piping joints are leaking and it requires a complete replacement. Even with the existing repairs made, the plant is losing up to

several thousand gallons a day according to staff. When the system is shutdown these leak locations are allowing dirt and silt from the soil that surrounds the buried pipe to infiltrate the system. Because of this situation not only is the campus spending additional money on electricity for pumping, water and water treatment but the heating coils in the fan coil units are now starting to collect mud and malfunction.

Scope of Work

NORESCO will replace approximately 2,400 feet of pipe and weld fittings in the existing Phase 1 campus underground heating hot water system.

The following items are included in the scope of work:

1. Replace the existing underground heating hot water with SCH 40 carbon steel pre-insulated pipe with approximately 2,400 feet of pipe and weld fittings
 - a. 1,600 feet of 6 inch piping (a small amount of this is above grade)
 - b. 380 feet of 4 inch piping (a small amount of this is above grade)
 - c. 200 feet of 2-1/2 inch piping
 - d. 240 feet of 3/4 inch piping
2. Install valves where shown on drawing M-4 dated 9/7/89.
3. Points of connection to existing buildings shall be as shown on drawing M-4 dated 9/7/89.
4. Insulate piping for above ground piping.
5. Excavation.
6. Remove existing soils and place on campus.
7. Sand bedding and backfill.
8. Saw cut beak and remove asphalt and concrete.
9. Replace asphalt and concrete.
10. Repair landscape as necessary to restore.
11. Hydrotest new piping system.
12. Demo existing piping where it interferes with new piping and abandon existing piping where it does not interfere with the routing of the new piping.
13. Clean and flush new lines.
14. All work performed during regular hours

Exclusions

1. Hazardous material handling (such as asbestos removal)
2. Underground obstructions not show on drawings that cause additional trenching
3. Chemical treatment of system after new piping is installed
4. After hours labor on weekdays or any hours on Saturday and Sunday

3.0 SCOPE OF SERVICES – RIVERSIDE CAMPUS

Provide all detailed engineering, design and construction documents, regulatory approvals, support to District for incentive rebates, construction and operating permits as required, project and construction management, equipment and installation materials, and labor for the following design/build Energy Conservation Measures:

ECM 1R – Lighting Occupancy Sensors

Lighting Control Using Occupancy Sensors

Many of the class rooms and offices are equipped with manual light switches. In office areas many of the offices are without light switches and are “ganged together” on the same circuit as other offices. This Energy Conservation Measure will install occupancy sensors in those types of spaces where it has been determined that the runtime of the lighting could be dramatically reduced

a. Sensor Installation

NORESCO will install two types of sensor styles (the specific type and location is specified in Appendix 1, Table 3 to this Attachment B): a switch-mounted sensor and a wall/ceiling-mounted sensor. Sensors installed in classrooms and offices will operate

with “dual technology.” Dual technology sensors monitor motion using infrared and ultrasonic sensors, which reduce the possibility of the lights shutting off while the space is occupied. Sensors in utility areas, janitorial closets, and small areas will utilize single-motion technology. Switch-mounted sensors will be utilized in smaller spaces such as offices and small classrooms. Switch sensors replace the existing wall-recessed light switch and have a built-in manual on/off switch. Ceiling or wall sensors will be installed remotely in the ceiling or mounted tight to the ceiling in a corner of the room. Existing light switches will remain and operate as they do now. A power pack will be installed in a junction box above the ceiling and shielded low-voltage cables will connect to the sensor.

b. Material Specifications

Occupancy sensors will be ceiling or wall mounted and may use ultrasonic or passive infrared technology. Turning off lights in unoccupied spaces provides savings by reducing electricity consumption, extending lamp life, and reducing maintenance costs. All specified sensors and related components meet UL requirements.

c. Manufacturer and Type

NORESCO proposes using equipment manufactured by:
Sensor Switch, 900 Northrop Rd. Wallingford, CT 06492
Final selection following written approval of submittals by District.

Specific Retrofit and Location Scope

See Appendix 1 to this Attachment B for detailed scope. Table 3, Riverside Line-by-Line Lighting Retrofit, in Appendix 1 provides the detailed scope for this Energy Conservation Measure and identifies each specific location, its current condition, and the specific retrofit for that location. The following buildings have been deleted from the line-by-line scope for the Riverside campus: Portables, Building 33, Building 34, and Facilities

Exclusions

1. Hazardous material handling (i.e. asbestos removal).
2. Repairs to existing wiring or switches

ECM 2R – Energy Management System

ECM Summary

NORESCO will upgrade the Riverside campus DDC control to a current technology, web-enabled system. This will allow the campus to more easily monitor and control all the EMS-controlled building systems and reduce energy consumption by scheduling the equipment to shut down when specific areas are not occupied.

Existing Conditions

The existing Energy Management System (EMS) at the Riverside campus is a Barber Colman Network 8000 utilizing Global Control Modules, Local Control Modules, and PEM-1 local equipment controllers. This system was installed with only basic start-stop functionality. The system lacks the local sensors required to perform optimized start-stop functions, and cannot report alarms related to actuator or valve failures. There is no current capability to perform pre-occupancy building purge cycles, or control introduction of outside air into a building. Many of the building systems on campus are still controlled by electro-mechanical time clocks, or are under manual operator control.

Many of the buildings on campus have electric heat, which is under separate thermostat control from the cooling system; leading to simultaneous heating and cooling at various times during the year. Control of stand-alone package units is local to the equipment and without any remote control functionality. Some package units are under programmable thermostat control, but these do not have programmable holiday scheduling capability, resulting in units that operate during campus breaks and other holidays. Currently, there is not any control of the exterior lighting other than the more than 30 time clocks at the lighting panels.

The lack of user-friendly access to the EMS has led to increased runtime and energy consumption by building mechanical systems.

Scope of Work

NORESCO will replace the existing Barber Colman Network 8000 system with "Web-Enabled" ALC components. In addition, the new installation will increase the speed of communication between the local building controllers and the network controllers, and the front-end graphics user interface.

NORESCO will provide the following scope of work under this ECM:

1. Provide ALC WebZone modules (which directly replace the processor card of the MicroZone II, leaving the sensors, actuators, relays, wiring and terminations in place) to replace, on a point-for-point basis, the functioning ten (10) MicroZone II's in the following buildings and as noted by their node number:
 - a. Cosmetology (nodes 1 and 2)
 - b. Student Center (nodes 8 and 9)
 - c. Tower (nodes 10 and 11)
 - d. Administration (nodes,15-18)

2. Provide ALC ZN253 or ZN551 modules as appropriate, point-for-point, to replace the twenty (20) PEM-1 modules in the following buildings and as noted by their node number:
 - a. Men's Gym (nodes 5 and 6)
 - b. Tech Ed B (node 8)
 - c. Administration (nodes 9,10 and 16)
 - d. Landis (nodes 11 and 12)
 - e. Music (nodes 13 and 14)
 - f. Women's Gym (node 15)
 - g. Cosmetology (node 17)
 - h. Life Sciences (nodes 19-21)
 - i. Student Center (nodes 25-27)
 - j. Ceramics (node 28)
 - k. Auto (nodes 29-31)
 - l. Child Development (node 32)
 - m. Business Ed (node 33)

3. Furnish controls for two (2) Water-cooled Chillers and associated pumps. Points controlled and monitored to be:
 - a. Chilled Water Supply from each chiller
 - b. Common Chilled Water Supply Temperature
 - c. Common Return Water Temperature
 - d. Condenser Water Supply
 - e. Condenser Water Return from each chiller
 - f. Chiller Start/Stop and Run Status
 - g. KW at each chiller from points on chiller panel (if provided with chiller).
 - h. Chilled Water Supply Temperature reset
 - i. Pump Start/Stop and Run Status
 - j. Isolation valve Open/Close if applicable.

4. Provide controls for eight (8) boilers and associated pumps. Points to be controlled and monitored:
 - a. Hot Water Supply Temperature from each Boiler
 - b. Common Hot Water Supply Temperature
 - c. Common Hot Water Return Temperature
 - d. Boiler Enable/Disable and General Alarm
 - e. Pump Start/Stop and Run Status

2. Provide low voltage wiring and conduit as required for the new chillers and boilers.

3. Provide network devices (LGR25 and interface devices) to place each building listed above on either a dedicated telephone/Ethernet LAN or onto the Campus intranet depending on:
 - a. Reliability of the phone wire system as a communication path
 - b. Reasonable accessibility to the campus network

7. To Furnish and install ALC's web-based WebCTRL software at the site as an upgrade to the existing Supervision Plus software including a new Server/PC and Printer with 8 hours UPS:
 - a. This includes the Advanced Security Package to allow Moreno Valley and Norco all of the features of the system but to view and manage their sites only. If desired the Riverside site can be also be given access to the other two sites.

8. Building Operator Interface Workstation-Server and Communications Panel:
 - a. Provide graphic screens and alarm generation at the upgraded Automated Logic workstation provided as part of this work.

9. To replace the controls (like for like) at the Martin Luther King building.

Overview of Training for ALC WebCTRL

See Scope for Norco Campus

Clarifications:

1. All control wiring to be in EMT where exposed or inaccessible in plenum cable where concealed but accessible
2. Control sequences to be agreed upon in writing before any programming is begun
3. Graphics to be o the standard type for the system installed
4. Static IP addresses to be provided by the Owners IT Department
5. Web access (T1 or DSL lines) to be furnished by Owner

Exclusions

1. Hazardous material handling (i.e. asbestos removal).
2. Fire or combination SFD dampers and all associated controls.
3. Smoke detectors and all associated controls.
4. Dampers
5. Duct smoke detectors
6. Power wiring
7. Fire, Life, Safety wiring
8. Fire or combination SFD dampers and all associated controls.
9. Upgrades to any of the existing fire alarm systems
10. After hours labor on weekdays or any hours on Saturday and Sunday
11. Special access and work environment (i.e. special clothing to work in clean room environments)
12. Motor starters of any kind
13. Installation of valve bodies, wells, pressure taps, flow switches, and other in-line devices.

Utility Interruptions:

The above scope of work will affect every air conditioned building on campus. Some of the upgrades will only involve a short interruption in comfort conditioning as existing controllers are updated, while adding EMS control all the way down to the zone level will require an interruption in service of perhaps as long as one day.

ECM 3R – Outdoor Parking and Walkway Lighting

ECM Summary

NORESCO will upgrade campus exterior lighting in parking lot (lots A, B, C & D) and along service roadways, as well as install Campus Emergency Phones in parking lots A, B, C & D. This will significantly improve the visibility and safety for pedestrians and drivers in the affected areas.

Existing Conditions:

The existing parking lot and roadway lighting around the campus is a combination of architectural lighting and high-mounted single and multi-head cobra poles. Light levels vary widely from parking lot to lot and along campus walkways. Currently, there is not any control of the exterior lighting other than the more than 30 time clocks at the lighting panels. Scheduling of ON and OFF times for exterior lighting is affected when there is a power outage (and the time clocks have to be manually reset) and when the operational times are in error, resulting in darkened areas and complaints to campus staff. Many of the parking lot lights are very low (less than 12-ft tall) and have transparent globes, without any cut-off shielding to prevent the light from shining directly into people's eyes. While the average foot-candle measurement may meet the intent of good lighting specifications, the glare from these fixtures makes it very difficult to see clearly while walking or driving, leading to unsafe conditions. There is a real need for emergency phones at several locations around the campus.

Scope of Work

NORESCO will provide new design/build lighting in parking lots A, B, C and D (with 4 photo cell controls); the rear service road and two (2) adjacent stairways (with 1 photo cell control); and the elevator access ramp (with 1 photo cell control). A 110 Volt GFI (Ground Fault Interrupting) receptacle will be installed on every other new pole in lots A, B, C and D. Noresco will also install an emergency phone at parking lots A, B, C and D. All new installations will include new poles, lamps, wire and conduit.

During the detailed engineering the selection of lighting pole height, wattage and number of heads will be based on providing an average of 1-foot candle illumination throughout the area served. The work will include the following:

1. Perform photometric analysis to design layout of parking lot lighting to meet illumination requirements.
2. Design new concrete base for each new lighting pole and submit drawings for DSA approval
3. Construct new concrete base for each new lighting pole
4. Provide and install new lighting poles
5. Provide and install new Caribbean exterior lighting fixtures (manufactured by Visionaire Lighting)
6. Saw cut, remove and properly dispose of concrete and asphalt removed for trenching to each lighting pole location.
7. Provide and install new PVC conduit, power wiring for new lighting and emergency phones
8. Provide and install four (4) new Trigon model number HF-2 emergency phones (one each for parking lots A-D). Each phone will be attached to a light pole and connected via digital category 3 copper cable (installed in 1" PVC conduit underground) to the campus digital phone system. These phones have auto dialer and self trouble diagnoses technology.
8. Backfill all trenches, patching concrete or asphalt and restoring landscape to original condition
9. Safety barricades and trench plates as necessary for a safe construction site
10. Provide and install one roof mounted photo cell for control of new lighting in each parking lot A, B, C and D; the rear service road with two (2) adjacent stairways; and the elevator access ramp.

Exclusions

1. Hazardous material handling (i.e. asbestos removal).
2. Repairs to existing wiring or switches
3. Additional trenching and repair work due to unforeseen underground obstructions (not shown on existing campus drawings)

Utility Interruptions:

The above scope of work will affect parking lots A, B, C & D, as well as access to service roadways. Scheduling of construction activities will take into account the campus schedule to minimize loss of parking spaces on campus. If it is determined by the District that temporary lighting is needed in the parking lots to ensure safe conditions NORESKO will provide temporary lighting as specified by the District. Installation of emergency phones will cause minor detours in the area of construction; however, there should not be any interruption in campus phone service during the emergency phone installation.

ECM 4R – Chiller and Cooling Tower Replacement

ECM Summary

NORESCO will replace two (2) Carrier water-cooled reciprocating chillers in the chiller plant serving the Business, Music, Auditorium facilities with a new high-efficiency water-cooled dual-screw chiller. This will allow the college to replace aging equipment with new equipment that operates at nearly twice the electrical efficiency of the existing units. The new chiller will be optimized for part-load operation and will be slightly larger than the total capacity of the existing units. NORESCO will also replace two cooling towers on the roof of the mechanical room. The new cooling towers will have greater heat-rejection capacity than the existing cooling towers but still fitting in the same physical footprint, and constructed using non-corroding materials.

Existing Conditions

The existing chillers are Carrier 30HR reciprocating chillers, one with a nominal rating of 40-tons and one rated at 60-tons. The Energy Efficiency Ratio (EER) of the existing chillers is estimated at 10 (1.2-kW per Ton). The chillers were installed in 1976 and are currently operating beyond their useful life. The chillers are served by two (2) BAC cooling towers. The cooling towers were installed with the chillers in 1976; thereby also being beyond their useful life. They are also badly corroding. These reciprocating chillers are no longer reliable sources of cooling. In addition, the cooling towers were undersized when originally installed and their performance has degraded over the years as the fill becomes clogged with mineral deposits, and the efficiency of the fan blades is reduced.

Scope of Work

NORESCO will install one (1) high-efficiency, water-cooled screw chiller in place of the two (2) existing smaller chillers. NORESCO also investigated a similar chiller utilizing an alternate refrigerant; R-407, which is a Non-CFC “Green” HFC refrigerant. It was determined that the R-407 chiller does not meet California code requirements, and therefore, that the recommended R-22 replacement chiller represents the best long-term value to the campus.

At the Business / Music / Auditorium Central Chiller Plant NORESCO will:

1. Reclaim the R-22 refrigerant in the two (2) existing chillers. Refrigerant will be returned to the campus for its use.
2. Disconnect, remove, and dispose of the two (2) existing Carrier model 30HR water-cooled reciprocating chillers and all associated piping, wire, conduits, switches and any additional material and equipment not required for the operation of new chillers.
3. Disconnect and remove the existing cooling towers
4. Install new concrete to integrate the two existing chiller pads into a single pad.
5. Install one (1) water-cooled, 480V 3-Ph. twin-screw chiller as specified by final engineering design and approval by Customer. Chiller manufactures to be included in final selection process are: York, Carrier, and Trane.
6. Disconnect, remove, and dispose of two BAC cooling towers. Install (2) new BAC cooling towers model number FXT-99 or equal, selected to cool 760-GPM of water from 95F to 85F at 74F entering air wet-bulb temperature.
7. Install all fittings, valves, y-strainer, flanges, isolation valves, thermometers and gauges as required for a complete installation.
8. Furnish and install all chilled-water piping as required for this replacement.
9. Pressure test all new piping to ensure that there are no leaks and document testing.
10. Insulation of all new chilled water piping to match existing.
11. Furnish and install all electrical power work as required for new chiller, including new breaker, cabling and conduit to new chiller from the existing electrical panels.
12. Provide communication interface between new chiller and the local EMS panel.

Exclusions

1. Hazardous material handling (i.e. asbestos removal).
2. Repairs to insulation of existing system other than adjacent to new equipment.

3. Fire or combination SFD dampers and all associated controls.
4. Smoke detectors and all associated controls.
5. Dampers
6. Duct smoke detectors
7. Power wiring other than required to install equipment
8. New breakers for cooling towers (existing will be reused)
9. Fire, Life, Safety wiring
10. Fire or combination SFD dampers and all associated controls.
11. Upgrades to any of the existing fire alarm systems

12. Special access and work environment (i.e. special clothing to work in clean room)
13. Modification or additions to existing campus control system (new chiller and tower to reuse existing campus control system)

Utility Interruptions

The scope of work will be accomplished during the winter; therefore, the requirement for space cooling will be at a minimum, and only short-term space temperature issues will result from this utility system interruption.

ECM 5R – Boiler Replacements

ECM Summary

NORESCO will replace many of the distributed heating boilers with new high efficiency units in buildings throughout the campus. The new boilers will be more energy efficient than the existing boilers and offer superior control thereby further reducing operating energy losses. The new boilers will meet current air emissions requirements of the South Coast Air Quality Management District (SCAQMD).

Existing Conditions

Many of the buildings on campus are heated by hot water, which is produced locally by small distributed boilers installed at each building. Many of the boilers in operation are old and in need of replacement. NORESCO surveyed all of the boiler plants and will replace the following boilers:

Building	Boiler Designation (Year, Manufacture, Service)	Existing Capacity (MBH input)
Administration	1993, Patterson Kelly Thermific, Heating Hot Water	1500
Cosmetology	1986, Ajax, Heating Hot Water	600
Wheeloch Gym	1985, Raypak, Heating Hot Water	825
Landis Auditorium	1986, Ajax, Heating Hot Water	900
	1986, Ajax, Heating Hot Water	900
Bradshaw Student Center	1986, Ajax, Heating Hot Water	2000
	1986, Ajax, Heating Hot Water	1050
Clock Tower	1993, Patterson Kelly Thermific, HW Boiler	1500

The boilers are at the end of their expected operating life (most of those selected for replacement are more than 20 years old) and are therefore in need of replacement. These boilers are also inefficient compared to boilers now available on the market. The existing boilers are not currently controlled by the EMS system and therefore operate longer than is needed, resulting in additional energy being consumed and wasted. Many of these are AJAX boilers, which have a large un-insulated cover plate at each end.

This design suffers from constant heat loss, and must be left in operation 24-hours a day during the heating season; otherwise, the daily heating and cooling cycle will lead to leaks from the water tubes.

Scope of Work

NORESCO will install new high-efficiency package boilers to replace the existing boilers identified above in the boiler replacement table. The new boilers will be of the same capacity as the existing boilers. The new package boilers are specified to operate at 84% thermal efficiency. The new natural gas fired boilers will meet South Coast Air Quality Management District (SCAQMD) rules. These rules are provided at the end of the document.

In addition to the natural-gas savings due to the higher operating efficiency of the new boilers, additional savings will be realized through the improved operational control provided by the expanded EMS installation. This will reduce the heat loss of the system and allow true lead-lag control of the equipment.

NORESCO will provide the following equipment:

1. Disconnect, remove, and dispose of the eight (8) existing boilers identified in the boiler replacement table above. All associated piping, wire, conduits, switches, and any additional material and equipment not required for the operation of new boilers will also be removed and disposed of by NORESCO.
2. Furnish and install eight (8) Raypak Hi Delta (or approved equal) high efficiency boilers of equal capacity to the existing boilers. The new boilers will be equipped with the Raypack cold start package if required by the final engineering for the installation
3. Install all fittings, valves, y-strainer, flanges, isolation valves, thermometers and gauges as required for a complete installation.
4. Install venting system on each boiler as necessary.
5. Heating hot water and relief vent piping as required.
6. Pressure test all new piping to ensure that there are no leaks and document testing.
7. Provide insulation of all new heating hot water piping to match existing.
8. Provide electrical power wiring as required for new boilers, including new cabling and conduit to new boilers from existing electrical panel.
9. Provide start / stop control through the
10. Provide complete startup, checkout and commissioning of the boiler system
11. Final written approval of model and manufacturer by District upon review of NORESCO submittals.

Exclusions

1. Hazardous material handling (i.e. asbestos removal).
2. Repairs to insulation of existing system other than adjacent to new equipment.
3. Fire or combination SFD dampers and all associated controls.
4. Smoke detectors and all associated controls.
5. Dampers
6. Duct smoke detectors
7. Power wiring other than required to install equipment
8. New breakers for cooling towers (existing will be reused)
9. Fire, Life, Safety wiring
10. Fire or combination SFD dampers and all associated controls.
11. Upgrades to any of the existing fire alarm systems
12. Special access and work environment (i.e. special clothing to work in clean room
13. Modification or additions to existing campus control system (new boilers to reuse existing campus control system)

Utility Interruptions:

The scope of work will be accomplished during the summer months; therefore, space heating will not be required, and no utility interruptions are expected that would impact the operation of the campus.

ECM 6R Vending Misers

There are ten (10) refrigerated vending machines on campus, which currently are lighted and operate 24 hours a day, even though there are thousands of hours per year when no one is on campus.

Scope of Work

NORESCO will install "Vending Miser" controls on each of these units. The Vending Miser controls incorporate an occupancy sensor to determine whether there is any activity near the machines. After a pre-determined period of inactivity, the control unit will shut off all power to the vending machine; the compressor will be locked out, and the lights will be shut off. At some later time, when a person approaches the vending machine, the Vending Miser unit will turn on power to the unit which will enable the front panel and/or interior lights, and the machine will be ready to accept money and dispense product.

The control unit includes an adjustable "unoccupied" time setting, a current sensor to detect whether the compressor is running, and a product space temperature sensor to determine whether the product is getting warm enough that the compressor should start again. When new (warm) product is added to the vending machine, the temperature sensor indicates that the interior is not cold enough to be switched to "unoccupied" mode, and the current sensor indicates that the compressor is running to cool the product down to the delivery temperature.

The Vending Miser will not go into "unoccupied" mode until the interior temperature is cold again, and the compressor has been shut off by the self-contained vending machine controls. This "smart" control ensures that the compressor will not be subjected to a "high-head" starting condition.

Total Number of Vending Misers to be installed: 10

Exclusions

1. Hazardous material handling (i.e. asbestos removal).
2. Repairs to existing system.

ECM 7R - Lighting Retrofit

ECM Summary

NORESCO has conducted a detailed audit of the Riverside Community College District's Riverside campus facilities and found both T-12 and T-8 fluorescent lamps installed as well as compact fluorescent, HID, and incandescent lamps. Although energy efficient T-8 lighting systems are already installed in some buildings, opportunities exist for further improvements. NORESCO proposes installing new energy-efficient lighting fixtures in select locations and modifying the remaining fluorescent fixtures to increase their efficiency.

Existing System

The existing lighting systems at the Riverside campus consist primarily of fluorescent fixtures with four-foot 32-watt T-8 lamps with hybrid electronic ballasts, or fixtures containing four-foot 40-watt T-12 cool white lamps with energy-efficient magnetic ballasts. The most common fluorescent fixture types are recessed prismatic two-foot by four-foot recessed troffers and surface-mounted wrap fixtures. A small quantity of metal halide lamps and a mixture of incandescent and compact fluorescent lamps are also present. The most common metal halide fixtures are in use on the exterior of the buildings. Although the existing lighting system is quite efficient, significant opportunities for improvement remain. Some areas are lit by the older, less efficient T-12 fluorescent technology, and the 32-watt T-8 lamps are not the most efficient lamps currently available. Also, the metal halide fixtures, although very efficient, have a number of drawbacks, including slow start times.

Scope of Work

In order to maximize the overall electric savings, NORESCO will optimize the existing lighting systems in all facilities. This effort will include retrofitting or replacing all of the existing T-12 lighting fixtures with new fixtures containing T-8 lamps and electronic ballasts, as well as replacing or retrofitting existing fixtures containing 32-watt T-8 lamps with more efficient T-8 technology. Along with energy savings, these modifications will offer improved lighting quality and will reduce the

maintenance costs substantially by installing new fixtures and eliminating ballasts containing polychlorinated biphenyls, and T-12 lamps containing mercury. The improved system will also improve lighting quality in areas that need it.

The scope of work will be:

- Retrofitting the existing 2 x 4-foot lay-in troffers in classrooms containing three 40-watt T-12 lamps and magnetic ballasts with two or three 32-watt T-8 lamps and electronic ballasts. The new lamp and ballast systems will reduce energy consumption while maintaining existing light levels. This measure will, provide uniform light and better color rendition in addition to saving energy. During construction NORESKO will perform illumination calculations prior to actual retrofits to assure that the required light levels are met as recommended by the Illumination Engineering Society.
- Performing one-for-one lamp and ballast replacement in areas where light levels are critical, such as test areas and labs. This measure will increase light levels and provide more uniform light and better color rendition in addition to saving energy.

All work under this ECM will be done in coordination with the District staff. NORESKO will coordinate all work with the facility staff to minimize impact on building occupants. Because of the need to minimize the impact on teaching and day-to-day operations of the campus it is understood that most of the work on this ECM will have to be done at night after classes no longer meet.

Equipment Manufacturer and Type

The proposed lighting equipment will be manufactured by one of these corporations:

Lamps:

- Phillips Lighting Co., 200 Franklin Square Dr., Somerset, NJ, 08875, (908) 563-3000.
- Osram-Sylvania Inc., 100 Endicott St., Danvers, MA, 01923, (800) 544-4828.
- General Electric Co., 3135 Easton Turnpike, Fairfield, CT, 06828-0001, (941) 418-5070.

Ballasts:

- Advance Transformer Co., •10275 West Higgins, Rosemont, IL, 60018, (708) 390-5109
- Howard Industries, PO BOX 1590, Laurel, MS, 39441, (800) 956-3456.
- General Electric Co., 3135 Easton Turnpike, Fairfield, CT, 06828-0001, (941) 418-5070.
- Osram-Sylvania Inc., 100 Endicott St., Danvers, MA, 01923, (800) 544-4828.
- Universal Lighting Prod. Gr., 26 Century Blvd., Nashville, TN, 1 (800) BALLAST

Fixtures:

- Tristar Lighting, 1349 Ford Road, New Salem, PA, 19020, (215) 638-8180.
- Lithonia Hi-Tek, PO Box 72, Crawfordsville, IN, 47933, (317) 362-1837.
- Simkar Corp., 700 Ramona Ave., Philadelphia, PA, 19120-4691, (215) 831-7700.
- Thomas Lighting (Daybrite), Commercial & Industrial Div., 1015 S. Green St., Tupelo, MS, 38802, (601) 842-7212.
- Crescent Lighting, 120 East Gloucester Pike, Barrington, NJ, 08007, (609) 546-5000.

Reflectors:

- Energy Planning Associates, 148 Maritime Drive, Sanford, FL, 32771 (407) 302-0001.
- Reflect-A-Light, U.S. 17 North, Route 6, Box 800, Palatka, FL, 32177, (904)-328-1580.

Material Specifications

- Low Mercury T-8 Lamps: The new, medium bi-pin T8 lamps will be 4100k with 20,000 hours of average rated life and a Color Rendering Index of 85.
- Ballasts: The UL, CBM and CSA certified lighting ballasts will be of the programmed or instant start type electronic ballast with a total harmonic distortion rating of less than 20%.
- Compact Fluorescent Lamps: These UL and CSA certified lamps utilize high quality phosphors for outstanding Color Rendering Index (CRI) from 80 to 85. The lamp

temperature ranges from 2,700 degrees Kelvin to 4,100 degrees Kelvin. Average rated life of the lamps is 10,000 hours.

- Compact Fluorescent Fixtures: The new UL and CSA certified fixtures utilize heavy gauge post painted steel pans, durable two-pin thermoplastic sockets and socket clips for excellent lamp alignment and photometrics. Fixtures are either surface mount or designed for suspended ceiling or air handling plenums. All ballasts are factory tested.
- Fluorescent Lighting Fixtures: The new fixtures will consist of heavy die-formed steel to insure uniformity and dimensional stability with a quality rust-resistant high-gloss white enamel paint. The paint is baked on at high temperatures to ensure durability. Fixtures are all approved by UL. Fixtures are constructed with convenient knock-outs for ease of installation in a wide variety of applications that can be mounted using many usual methods. Lenses are constructed of high quality extruded virgin acrylic with excellent UV resistance.
- Reflectors: The reflectors are designed to maximize light output for even light distribution, ease of installation, and achieve ballast access without tools. Material form, fit and thickness requirements meet UL Standard 1570 requirements.

Exclusions:

1. Hazardous waste removal
2. Repairs to existing system wiring
3. Replacement of lenses (yellowed, cracked, broken, or missing) unless specifically identified in the line by line scope
4. Battery backup ballasts unless specifically identified in the line-by-line scope.

Specific Retrofit and Location Scope

See Appendix 1 to this Attachment B for detailed scope. Table 3, Riverside Line-by-Line Lighting Retrofit, in Appendix 1 provides the detailed scope for this Energy Conservation Measure and identifies each specific location, its current condition, and the specific retrofit for that location. The following buildings have been deleted from the line-by-line scope for the Riverside campus: Portables, Building 33, Building 34, and Facilities

Attachment B – Appendix 1

Lighting and Sensor Line by Line Installation Detail

Table 1, Norco Line-by-Line Lighting Retrofit provides the detailed scope for this Energy Conservation Measure and identifies each specific location, its current condition, and the specific retrofit for that location.

Table 2, Moreno Valley Line-by-Line Lighting Retrofit provides the detailed scope for this Energy Conservation Measure and identifies each specific location, its current condition, and the specific retrofit for that location.

Table 3, Riverside Line-by-Line Lighting Retrofit provides the detailed scope for this Energy Conservation Measure and identifies each specific location, its current condition, and the specific retrofit for that location.

ATTACHMENT C

SCHEDULE OF PAYMENTS

Description of Work	Scheduled Value	Billing Frequency
Project Mobilization	\$ 162,475	10 days after Notice to Proceed
Norco Campus		
ECM 1N: Occupancy Sensors for Lighting Control	\$ 68,302	Monthly based on % Complete
ECM 2N: Upgrade EMS	\$ 422,816	Monthly based on % Complete
ECM 3N: Chilled Water Pump VFD, PE Motors	\$ 118,666	Monthly based on % Complete
ECM 4N: Chiller Replacement	\$ 326,511	Monthly based on % Complete
ECM 5N: Boiler Replacement	\$ 97,189	Monthly based on % Complete
ECM 6N: Vending Machine Controls	\$ 7,150	Monthly based on % Complete
ECM 7N: Lighting Retrofit	\$ 186,204	Monthly based on % Complete
ECM 8N: Parking Lot Pole Repair	\$ 94,762	Monthly based on % Complete
Moreno Valley Campus		
ECM 1MV: Occupancy Sensors for Lighting Control	\$ 82,217	Monthly based on % Complete
ECM 2MV: Upgrade EMS	\$ 485,247	Monthly based on % Complete
ECM 3MV: Chilled Water Pump VFD, PE Motors	\$ 111,388	Monthly based on % Complete
ECM 4MV: Chiller Replacement	\$ 328,266	Monthly based on % Complete
ECM 5MV: Boiler Replacement	\$ 97,189	Monthly based on % Complete
ECM 6MV: Vending Machine Controls	\$ 7,150	Monthly based on % Complete
ECM 7MV: Lighting Retrofit	\$ 184,861	Monthly based on % Complete
ECM 8MV: New Hot Water Loop	\$ 667,625	Monthly based on % Complete
Riverside Campus		
ECM 1R: Occupancy Sensors for Lighting Control	\$ 127,745	Monthly based on % Complete
ECM 2R: Upgrade EMS	\$ 596,548	Monthly based on % Complete
ECM 3R: Exterior Parking Lot Lighting	\$ 896,644	Monthly based on % Complete
ECM 4R: Chiller Replacement	\$ 317,338	Monthly based on % Complete
ECM 5R: Boiler Replacement	\$ 383,949	Monthly based on % Complete
ECM 6R: Vending Machine Controls	\$ 7,148	Monthly based on % Complete
ECM 7R: Lighting Retrofit	\$ 544,601	Monthly based on % Complete
Total Project Cost	\$ 6,321,990	

ATTACHMENT D

CHANGE ORDER FORM

(Request & Agreement for Change in Plans and/or Specifications and/or Contract)

Change Request No. _____

District: _____

Department: _____

Project No. _____ Contract No. _____ Site: _____

Title: _____

I. REQUEST Date: _____

(a) Requested by _____ Of _____

(b) Description of change _____

II. NORESKO'S AGREEMENT

For all costs involved in this change including extensions of time herein requested NORESKO proposes to perform the work described in accordance with the provisions of the subject Agreement and certifies that the attached cost data is accurate, complete and current, and mathematically correct.

Payment shall be made on the basis of:

Cost Plus Basis
"not-to-exceed"
(Computed in accordance with provisions
of this Agreement)

If necessary, attach detailed estimates and breakdown for above in accordance with change order instruction. A claim for work performed under protest may be submitted in writing.

An extension of contract time of _____ calendar days to _____ is requested.

NORESKO _____ by _____ Date: _____

DISTRICT APPROVAL: Date: _____

District _____	Contract Award\$
By: _____	Previous Additions \$
Title: _____	Previous Deductions\$
	Net Total \$
	This Change \$
	Total\$

ATTACHMENT E-1

DELIVERY AND ACCEPTANCE CERTIFICATE

UPON SUBSTANTIAL COMPLETION

District hereby acknowledges receipt of that portion of the Energy Efficiency Measures (the "ECMs") described in the applicable Attachment B to the Energy Services Agreement (the "Agreement") between District and NORESKO, as fully installed and in good working condition, which are listed and attached hereto. District hereby accepts the ECMs listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement. District agrees to make the required payment(s) to NORESKO as set forth in Section 2 and Attachment C of the Agreement.

Date Accepted by District: _____

Accepted for: **Riverside Community College District**

Accepted by: _____

Name: _____

Title: _____

Note: ECMs to which this Delivery and Acceptance Certificate relates is attached hereto as Schedule E -1.

ATTACHMENT E-2

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE UPON SUBSTANTIAL COMPLETION

District hereby acknowledges receipt of all Energy Efficiency Measures (the "ECMs") described in the applicable Attachment B to the Energy Services Agreement (the "Agreement") between District and NORESKO, as fully installed and in good working condition. District hereby accepts the ECMs listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement. District agrees to make the required payment(s) to NORESKO as set forth in Section 2 and Attachment C of the Agreement.

Date Accepted by District: _____

Accepted for: **Riverside Community College District**

Accepted by: _____

Name: _____

Title: _____

Note: ECMs to which this Delivery and Acceptance Certificate relates is attached hereto as Schedule E-2.

ATTACHMENT F NOTICE TO PROCEED

NOTICE TO PROCEED

NORESCO
Neil Petchers, President
One Research Drive
Suite 400C
Westborough, MA 01581

Subject: Notice to Proceed

Dear Mr. Petchers:

In accordance with Section 4 of our Energy Services Agreement dated _____, 2006, the District hereby submits to NORESKO this **Notice to Proceed** in relation to the Scope of Services defined in the aforementioned Agreement, Attachment B.

Sincerely,

Riverside Community College District

(Name)

Date: _____

Cc:

NORESCO
Mr. Lee Overvold, Senior Account Executive
9267 Haven Avenue
Rancho Cucamonga, CA 91730

ATTACHMENT G

PERFORMANCE SCHEDULE

A detailed implementation schedule will be submitted to the Riverside Community College District within twenty (20) working days after NORESKO receives the Notice to Proceed. It is anticipated that all of the energy conservation measures can be installed, commissioned, and accepted by the Riverside Community College District within eighteen (18) months after the Notice to Proceed is received.

Schedule priority will be given to all ECMs that have funding incentives provided by the CCC/IOU Partnership Program.

ATTACHMENT H

CCC IOU Partnership Program Incentives Guarantee

NORESCO's guarantee is contingent upon the utility funding remaining in place at the time of a fully executed Agreement and at the time District's application is submitted and approved. The guarantee is also contingent upon District: (i) issuing an unconditional Notice to Proceed to NORESKO no later than August 31, 2006; and (ii) providing accurate data in a timely manner, as required pursuant to the CCU-IOU application.

NORESCO guarantee includes:

1. Submission of a proper program incentive application, filed before the deadline.
2. Development of supporting documentation and energy calculations that meet program guidelines.
3. Development of a project implementation schedule that is suitable within the program guidelines.
4. Timely submittals to the Department of the State Architect.
5. Use of pre-approved DSA installation layout (when applicable) to greatly speed the approval process.
6. Management and scheduling of the mandatory pre-construction inspection by the program sponsor.
7. Prevention of product substitutions during construction that would void the incentive application.
8. Proper and timely commissioning of the equipment and systems to achieve the required savings.
9. Management and scheduling of the mandatory post-construction inspection by the program sponsor.
10. Timely and accurate submittal of post-construction documentation to receive final incentive payment.

Provided District fulfils its obligations, as described in this Attachment H and under Section 2, NORESKO guarantees the amounts of incentive funds for each campus as defined below:

Norco Campus:

CCC/IOU Partnership Program Incentives paid to Riverside Community College District, Norco Campus.		
ECM	Description	Incentive
1	Lighting Occupancy Sensors	\$5,409
2	Upgrade Campus Energy Management System	\$43,196
3	Central Plant/Loop Efficiency Measures	\$23,760
4	New Chillers at Campus Phase 1 Central Plant	\$73,090
5	New Boilers at Campus Phase 1 Central Plant	\$810
6	Vending Machine Energy Efficiency Controls	\$2,859
7	Lighting Retrofit	\$45,734
Total		\$194,858

Moreno Valley Campus:

CCC/IOU Partnership Program Incentives paid to Riverside Community College District, Moreno Valley Campus		
ECM	Description	Incentive
1	Lighting Occupancy Sensors	\$6,811
2	Upgrade Campus Energy Management System	\$28,622
3	Central Plant/Loop Efficiency Measures	\$12,532
4	New Chillers at Campus Phase 1 Central Plant	\$73,090
5	New Boilers at Campus Phase 1 Central Plant	\$700
6	Vending Machine Energy Efficiency Controls	\$2,998
7	Lighting Retrofit	\$42,750
Total		\$167,503

Riverside Campus:

CCC/IOU Partnership Program and Riverside Public Utilities Incentives paid to Riverside CCD, Riverside Campus		
ECM	Description	Incentive
1	Lighting Occupancy Sensors	\$0
2	Upgrade Campus Energy Management System	\$0
3	Outdoor Parking and Walkway Lighting	\$0
4	Chiller and Cooling Tower Replacement	\$0
5	Boiler Replacements	\$15,989
6	Vending Machine Energy Efficiency Controls	\$0
7	Lighting Retrofit	\$25,000
Total		\$40,989

ATTACHMENT I

Estimated Energy Savings

NORESCO conducted an energy audit of the District's facilities and calculated potential energy savings by NORESKO's implementation of the scope as listed in "ATTACHMENT B – DESCRIPTION OF THE SYSTEM" of this agreement. NORESKO calculated energy savings using commonly accepted industry standards and certain energy savings calculation formulas that were required to be used under the program guidelines of the California Community Colleges/Investor Owned Utilities Energy Efficiency Partnership Program. Actual energy savings achieved in units or dollars will vary based on occupancy schedule, building use, system maintenance, weather temperature, utility rates and other factors beyond NORESKO's control. Accordingly, NORESKO does not warrant that the system will achieve the specific level of energy savings identified in the calculations.

Norco Campus:

Annual Projected Energy Savings - Norco Campus.		
ECM	Description	Savings
1N	Occupancy Sensors for Lighting Control	\$4,702
2N	Upgrade Campus Energy Management System	\$27,820
3N	Central Plant/Loop Efficiency Measures	\$12,909
4N	New Chillers at Campus Phase 1 Central Plant	\$29,782
5N	New Boilers at Campus Phase 1 Central Plant	\$736
6N	Vending Machine Energy Efficiency Controls	\$2,485
7N	Lighting Retrofit	\$39,755
Total		\$118,189

Moreno Valley Campus:

Annual Projected Energy Savings - Moreno Valley Campus		
ECM	Description	Savings
1MV	Occupancy Sensors for Lighting Control	\$5,920
2MV	Upgrade Campus Energy Management System	\$19,594
3MV	Central Plant/Loop Efficiency Measures	\$6,808
4MV	New Chillers at Campus Phase 1 Central Plant	\$29,782
5MV	New Boilers at Campus Phase 1 Central Plant	\$637
6MV	Vending Machine Energy Efficiency Controls	\$2,606
7MV	Lighting Retrofit	\$37,162
Total		\$102,509

Riverside Campus:

Annual Projected Energy Savings - Riverside Campus		
ECM	Description	Savings
1R	Occupancy Sensors for Lighting Control	\$9,570
2R	Upgrade Campus Energy Management System	\$26,513
3R	Outdoor Parking and Walkway Lighting	\$0
4R	Chiller and Cooling Tower Replacement	\$15,319
5R	Boiler Replacements	\$21,207
6R	Vending Machine Energy Efficiency Controls	\$1,998
7R	Lighting Retrofit	\$72,828
Total		\$147,435

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: VI-D-2

Date: August 29, 2006

Subject: Proposed Agreements - Construction Management Services

Background: On June 20, 2006, the Board of Trustees approved a list of Construction Management firms to assist the College District in managing construction projects. Staff is now recommending the following construction management assignments. Attached for the Board's review and consideration are proposed agreements between the District and ProWest Constructors, Barnhart, Inc., and Keith Francis & Co., Inc. More specifically, the projects and agreements are as follows:

Center for Primary Education Project

Staff proposes that the District enter into an agreement with ProWest Constructors to provide construction management services for the Center for Primary Education, a partnership project with the Alvord Unified School District. Services would include coordination and review of all project documentation, and oversee the construction execution to ensure compliance with all bid specifications and Division of State Architect (DSA) requirements.

ProWest Constructors' previous agreement, approved by the Board on April 18, 2006, terminated on June 30, 2006. Due to the need to have ProWest Constructors' continue its work on behalf of the District, staff is requesting that the term of the attached agreement be from July 1, 2006, to the estimated project completion date of October 1, 2007, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance or his designee without a formal amendment to this agreement. Payment in consideration of this agreement would be at an hourly rate of \$165.00, and in a total amount including reimbursables, not to exceed 2% of the construction cost. Construction management expenses for the project are included in the approved project budget.

Nursing/Sciences Building Project

Staff proposes that the District enter into an agreement with Barnhart, Inc. to provide construction management services for the Nursing/Sciences Building Project. Services would include coordination and review of all project documentation, and oversight of the construction project to ensure compliance with all bid specifications and Division of State Architect (DSA) requirements. The contract term would be from August 30, 2006, to the estimated project completion date of September 30, 2011, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance or his designee, without a formal amendment to this agreement. Payment in consideration of this agreement would be at an hourly rate of \$130.00, and in a total amount including reimbursables, not to exceed 2% of the construction cost for a construction management agency assignment (where the CM acts an extension of the staff on behalf of the District) unless authorized in writing by the District for additional services over and above the 2% cap. Construction management expenses for the project are included in the approved project budget.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: VI-D-2

Date: August 29, 2006

Subject: Proposed Agreements - Construction Management Services (continued)

Moreno Valley Phase III – Student Academic Services Facility Project

Staff proposes that the District enter into an agreement with Keith Francis & Co., Inc. to provide construction management services for the Moreno Valley Phase III – Student Academic Services Facility Project. Services would include coordination and review of all project documentation, and oversight of the construction project to ensure compliance with bid specifications and Division of State Architect (DSA) requirements. The contract term would be from August 30, 2006, to the estimated project completion date of July 31, 2012, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance or his designee, without a formal amendment to this agreement. Payment in consideration of this agreement would be at an hourly rate of \$95.00, and in a total amount including reimbursables, not to exceed 2% of the construction cost. Construction management expenses for the project are included in the approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve 1) the attached agreement with ProWest Constructors for construction management services for the Center for Primary Education Project; 2) the attached agreement with Barnhart, Inc. for construction management services for the Nursing/Sciences Building Project; 3) the attached agreement with Keith Francis & Co., Inc. for construction management services for the Moreno Valley Phase III - Student Academic Services Facility Project; and 4) authorize the Vice Chancellor, Administration and Finance to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

AGREEMENT BETWEEN PROWEST CONSTRUCTORS
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on the 1st day of July, 2006, by and between PROWEST CONSTRUCTORS, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services for the Center for Primary Education Project: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s) and at the job site for the project.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction.
4. The term of this agreement shall be from July 1, 2006, to the estimated completion date of October 1, 2007, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this agreement shall be at an hourly rate of \$165.00, not to exceed 2% of the construction cost, including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant's records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (Consultant 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 Consultant shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by District), District, its officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any liability whatsoever, based or asserted upon any acts or omission of the District, its agents, independent contractors, consultants and employees, for property damage, bodily injury, or death (District employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold Consultant 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.
10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

11. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

ProWest Constructors

Riverside Community College District

Randy Craig
President

James L. Buisse
Vice Chancellor
Administration and Finance

Exhibit 1

ProWest Constructors
Construction Management Services
Center for Primary Education

Project Description:

- The Learning Center is located at 4501 Ambs Drive, Riverside, CA.
- Total estimated total project cost is \$32,269,779.
- Site is 16 acres which will be broken into two separate areas as follows:
 - (3) acres and includes Buildings G, D, & A which will be for Riverside Community College
 - (13) acres and Buildings H, I, E, F, K, B, C, L, Infant/Toddler and Senior Center as part of the Alvord School District area (see the enclosed site map).
- Project will be a built under a GMP contract with Neff Construction Inc. as the General Contractor.
- Separate contract bids for Neff's subcontracts will be received on 3-28-06.
- Anticipated construction start date is early April, 2006.
- Completion date of 10-1-07.

Scope of Services:

Provide project/construction management services to include the following:

- Oversight of entire project (Riverside Community College (RCCD) & Alvord School District (ASD))
- Assist in the expedition of Requests for Information (RFI's) & Submittals which affect the critical path
- Interface with Architect, Contractor and Alvord School District as required.
- Assess and comment on General Contractor's project schedule.
- Review General Contractor's schedules of value for percentages when submitted for monthly payment. This review to take place at bi-weekly meetings.

Exhibit 1 (continued)

ProWest Constructors
Construction Management Services
Center for Primary Education

- Review and comment on meeting minutes.
- Walk project every two weeks to assess project schedule.
- Provide 1 page executive report of project status to RCCD every four weeks.
- Monitor RCCD project budget as required.
- Take photos and submit to RCCD with executive report.
- Locate, assimilate, investigate and review existing project data in order to become familiar with the project.
- Review and assess submitted general contractor change orders on the project.
- Assist RCCD in management of consultants and general contractor to ensure the schedule and project budget are met.
- Conduct procurement reviews with general contractor to ensure timely delivery of required materials and equipment.

AGREEMENT BETWEEN BARNHART, INC.
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on the 30th day of August, 2006, by and between BARNHART, INC., hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services for the Nursing/Sciences Building Project: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), at the job site, or in the offices of the District as required.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction.
4. The term of this agreement shall be from August 30, 2006, to the estimated completion date of September 30, 2011, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this agreement shall be made, depending on delivery method, in one of the following ways: For agency Construction Management (CM) where CM acts as an extension of staff on behalf of the District, the District shall pay Consultant an hourly rate of \$130.00 per hour for a Construction/Project Manager, not to exceed 2% of the construction cost for the duration of the project (22 months) for one staff position, including reimbursable expenses. Additional services and rates may apply that would exceed the 2% cap, but not without prior approval by the District, including; Principal in Charge at \$160.00 per hour, Sr. Construction/Project Manager at \$140.00 per hour, Superintendent at \$115.00 per hour, Project Engineer at \$85.00 per hour, Estimator at \$115.00 per hour, Scheduler at \$95.00 per hour, Field Office Manager at \$50.00 per hour, and Project Accountant at \$75.00 per hour. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.

6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant's records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.
7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (Consultant 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 Consultant shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by District), District, its officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any liability whatsoever, based or asserted upon any acts or omission of the District, its agents, independent contractors, consultants and employees, for property damage, bodily injury, or death (District employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the District's actions in the matter of this

contract and District shall defend , at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold Consultant 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.

10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
11. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Barnhart, Inc.

Riverside Community College District

William R. Sharp
President

James L. Buysse
Vice Chancellor
Administration and Finance

Exhibit I

Barnhart, Inc.
Construction Management Services
Nursing/Sciences Building

1.0 Pre-Construction Services

- 1.1 Review design documents for constructability, scheduling, consistency, and coordination
- 1.2 Provide cost estimating/budgeting of construction costs per plans and specifications
- 1.3 Provide value engineering analyses, if necessary
- 1.4 Assist in preparation of supplemental conditions for the specifications
- 1.5 Prepare a CPM schedule for the project
- 1.6 Monitor the design and procurement schedule

2.0 Bid & Award Services

- 2.1 Conduct a pre-bid conference
- 2.2 Assist District to develop a Contractor Outreach Program to attract local contractors and subcontractors to bid on the work
- 2.3 Review and coordinate addenda and alternates
- 2.4 Conduct public bid opening and evaluation
- 2.5 Conduct post-bid conference
- 2.6 Assist with the preparation of agenda items for Board Meetings
- 2.7 Analyze bids and recommend bid awards
- 2.8 Assist with assembling, delivering and executing the contract documents

3.0 Construction Services

- 3.1 Review and comment on the General Contractor's construction schedule
- 3.2 Review contractor's schedule submittal and make recommendations to the District to enhance and improve the schedule
- 3.3 Conduct pre-construction conference(s)
- 3.4 Provide continuous on-site construction/project management
- 3.5 Establish communications procedures
- 3.6 Assist and support architect's construction administration process
- 3.7 Review and process Request for Information (RFIs), shop drawings, samples and other submittals
- 3.8 Coordinate project site meetings
- 3.9 Coordinate change order control process
- 3.10 Review and monitor contractor's quality control program
- 3.11 Review monthly construction progress and prepare reports
- 3.12 Review and analyze proposed change orders and make recommendations to the District

Exhibit 1 (continued)

Barnhart, Inc.
Construction Management Services
Nursing/Sciences Building

- 3.13 Determine cost and schedule effects of change orders
- 3.14 Coordinate and evaluated contractor's recovery schedules
- 3.15 Prepare change order reports
- 3.16 Coordinate monthly pay request
- 3.17 Verify schedule of values
- 3.18 Determine substantial completion and payments
- 3.19 Coordinate the preparation of the punch-list
- 3.20 Coordinate procurement and installation of the Fixtures, Furniture, and Equipment (FF&E)
- 3.21 Provide on-site construction administration
- 3.22 Coordinate activities of "special" construction inspectors and material testing
- 3.23 Monitor overall budget and schedules and advise the District of any trends that affect the timely procedures and cost effective completion of the project
- 3.24 Review the activities of the construction inspector(s) in the performance of their duties
- 3.25 Initiate and maintain project document files
- 3.26 Maintain daily reports describing general events, noting problems and unusual events
- 3.27 Submit monthly written reports to the District to reflect new contingency balances and any other issues
- 3.28 Be familiar with the plans and specifications and the General Contractor's operations at all times
- 3.29 Monitor and review the construction for compliance with the contract documents and supplemental instruction form the Project Architect/Engineer and directives from the District's Construction Manager
- 3.30 Preclude work or related work from being installed, until shop drawings have received final approval from the Project Architect/Engineer

4.0 Close-out Services

- 4.1 Coordinate close-out procedures
- 4.2 Coordinate and expedite record drawings and specifications
- 4.3 Coordinate O & M manuals, warranties/guarantees, and certificates
- 4.4 Prepare final accounting report
- 4.5 Assist the District in Project Post Occupancy Review

AGREEMENT BETWEEN KEITH FRANCIS & CO., INC.
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on the 30th day of August, 2006, by and between KEITH FRANCIS & CO., INC., hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of Construction Management services for the Moreno Valley Phase III – Student Academic Services Facility Project: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), at job site, or in the offices of the District as required.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction.
4. The term of this agreement shall be from August 30, 2006, to the estimated completion date of July 31, 2012, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this agreement shall be at an hourly rate of \$95.00, not to exceed 2% of the construction cost, including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant's records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (Consultant 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 Consultant shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by District), District, its officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any liability whatsoever, based or asserted upon any acts or omission of the District, its agents, independent contractors, consultants and employees, for property damage, bodily injury, or death (District employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold Consultant 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.
10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

- 11 Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Keith Francis & Co., Inc.

Riverside Community College District

Keith Francis
President

James L. Buysse
Vice Chancellor
Administration and Finance

Exhibit I

Keith Francis & Co., Inc.
Construction Management Services
Moreno Valley Phase III – Student Academic Services Facility

SCOPE OF SERVICES

1. Assist the District in the preparation of preliminary schedules, cost estimates and budgets.
2. Coordinate and review all project documentation with the intent to minimize costs and constructability issues and ensure project intent.
3. Provide coordination between the Architect, the various consultants and the District in preparing the bid documents and bid process.
4. Coordinate pre-construction meetings and the pre-construction process.
5. Act as the District's representative and coordinate the activities of the various consultants, general contractor, governmental and non-government agencies.
6. Organize and conduct regularly scheduled construction meetings.
7. Administer the requirements of the contract for construction.
8. Oversee and manage the general contractor's performance and project schedule.
9. Assist the project Architect with construction document interpretation and intent as necessary.
10. Manage the Changes in the Work and give recommendations to the project Architect and District.
11. Oversee and make recommendations on monthly and final payment applications.
12. Provide construction cash flow analysis.
13. Oversee quality control.
14. Assist and monitor the Architect in management of submittals, requests for information and other document processing.
15. Assist the District in all close-out and building commissioning procedures.
16. Assist the District in post occupancy project evaluation.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: VI-D-3

Date: August 29, 2006

Subject: Change Order No. 1 - Parking Structure Project

Background: On February 22, 2005, the Board of Trustees awarded a contract to Bomel Construction Co., Inc. for the design and construction of the Parking Structure in the amount of \$13,672,000.

Facilities Planning, Design and Construction staff is now bringing forward for the Board's review and consideration Change Order No. 1 in the amount of \$532,163 (please see attached), which would increase the total project award to \$14,204,163. This change order includes the re-design of the fire protection system and added catch-basins and storm drains as subsequently required by the Department of State Architects (DSA) and additional work as requested by the District.

Funding for this change order will come from the project contingency.

Recommended Action: It is recommended that the Board of Trustees approve Change Order No.1 for the Parking Structure project in the amount of \$532,163.00, and authorize the Vice Chancellor, Administration and Finance to sign the Change Order.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

CHANGE ORDER

BOMEL CONSTRUCTION
8195 E. Kaiser Blvd.
Anaheim Hills, CA 92808

PROJECT: Parking Structure CHANGE ORDER # 1
Riverside Community College District DATE: August 29, 2006
CONTRACTOR: BOMEL Construction D.S.A. # A-04-107494
8195 Kaiser Blvd.
Anaheim Hill, CA 92808

ORIGINAL CONTRACT AMOUNT: \$ 13,672,000.00
Previous Change Order: \$ N/A
This Change Order: \$ 532,163.00
Total Change Order: \$ 532,163.00
REVISED CONTRACT AMOUNT: \$ 14,204,163.00

ORIGINAL CONTRACT COMPLETION DATE:
Previous Change Order: _____ Calendar Days
This Change Order: _____ Calendar Days
Total Change Orders: _____ Calendar Days

REVISED CONTRACT COMPLETION DATE:

Upon signing by the Owner and the Contractor, the above noted Contract is hereby changed per the terms of the contract and this Change Order including attached exhibit "A".

This change represents full and complete compensation for all cost, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work.

APPROVALS:

Higginson + Cartozian Architects, Inc. DATE _____

BOMEL Construction Company Inc. DATE _____

Riverside Community College District DATE _____

- #1 DESCRIPTION: PCO 01R1
Fire sprinkler re-engineering fee
REASON: Change in requirements by DSA
REQUESTED BY: DSA
COST: \$26,919
TIME EXTENSION: None
- #2 DESCRIPTION: PCO 03
Add storm drain
REASON: Provide for additional drainage requirements
REQUESTED BY: Civil Engineer
COST: \$34,555
TIME EXTENSION: None
- #3 DESCRIPTION: PCO 05
Add vandal resistant elevator buttons
REASON: Preventative maintenance
REQUESTED BY: Riverside Community College District
COST: \$ 3,214
TIME EXTENSION: None
- #4 DESCRIPTION: PCO 06
Revise manufacturer of the Code Blue phones
REASON: Change to RCC preferred manufacturer
REQUESTED BY: Riverside Community College District
COST: \$8,168
TIME EXTENSION: None
- #5 DESCRIPTION: PCO 07R1
Provide conduits for two additional Code Blue phones
REASON: Add systems to outside areas of structure
REQUESTED BY: Riverside Community College District
COST: \$16,944
TIME EXTENSION: None
- #6 DESCRIPTION: PCO 08R2
Provide interior paint
REASON: Lighten interior of structure
REQUESTED BY: Riverside Community College District
COST: \$174,825
TIME EXTENSION: None
- #7 DESCRIPTION: PCO 09
Add security fence
REASON: Secure perimeter of the structure's ground level
REQUESTED BY: Riverside Community College District
COST: \$102,732
TIME EXTENSION: None

- #8 DESCRIPTION: PCO 10
Add conduits for north field lighting
REASON: Provide for future field lighting
REQUESTED BY: Riverside Community College District
COST: \$14,721
TIME EXTENSION: None
- #9 DESCRIPTION: PCO 12
Add Information Technology loop conduits
REASON: Upgrade IT infrastructure at NWC of campus
REQUESTED BY: Riverside Community College District
COST: \$131,366
TIME EXTENSION: None
- #10 DESCRIPTION: PCO 13R1
Upgrade tennis court lighting control
REASON: Provide for a more accurate control system
REQUESTED BY: Riverside Community College District
COST: \$ 5,482
TIME EXTENSION: None
- #11 DESCRIPTION: PCO 14R1
Add vending machine outlets
REASON: Provide electrical for future vending machines
REQUESTED BY: Riverside Community College District
COST: \$1,861
TIME EXTENSION: None
- #12 DESCRIPTION: PCO 16R1
Roof level kiosk
REASON: Provide infrastructure utilities for kiosk (IT and electrical)
REQUESTED BY: Riverside Community College District
COST: \$827
TIME EXTENSION: None
- #13 DESCRIPTION: PCO 18R1
Add tennis court scoreboard power
REASON: Provide electrical for portable scoreboards
REQUESTED BY: Riverside Community College District
COST: \$13,002
TIME EXTENSION: None
- #14 DESCRIPTION: PCO 20R1
Add IT room HVAC
REASON: Provide for sensitive equipment temperature requirements
REQUESTED BY: Riverside Community College District
COST: \$6,405
TIME EXTENSION: None

#15 DESCRIPTION: PCO 27
Credit original Information Technology scope
REASON: Upgrade of proposed system made original requirements obsolete
REQUESTED BY: Riverside Community College
COST: <\$8,858>
TIME EXTENSION: None

Total Amount \$532,163.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: VI-D-4

Date: August 29, 2006

Subject: Change Order No. 1 - Quad Modernization Project

Background: On November 15, 2005, the Board of Trustees awarded a contract with ASR Constructors, Inc. for the modernization and construction of the Quadrangle building at the Riverside City College Campus in the amount of \$13,020,000.00.

Facilities Planning, Design and Construction staff is now bringing forward for the Board's review and consideration Change Order No. 1 in the amount of \$188,765 (please see attached), which would increase the total project award to \$13,208,765. This change order includes additional asbestos abatement, replacement of shut-off valves and cold water pipes, fence relocation to secure the construction site, termite treatment throughout the facility, and demolition of abandoned electrical conduits.

Funding for this change order will come from the project contingency.

Recommended Action: It is recommended that the Board of Trustees approve Change Order No.1 for the Quadrangle Modernization Project in the amount of \$188,765.00, and authorize the Vice Chancellor, Administration and Finance to sign the Change Order.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

CHANGE ORDER

Steinberg Architects
523 West 6th Street, Suite 245
Los Angeles, CA 90014

PROJECT: Quadrangle Modernization CHANGE ORDER # 1
 Riverside Community College District DATE: August 30, 2006
CONTRACTOR: ASR Constructors D.S.A. # 04-106550
 5230 Wilson Street
 Riverside, CA 92506

ORIGINAL CONTRACT AMOUNT: \$ 13,020,000.00
Previous Change Order: \$ N/A
This Change Order: \$ 188,765.00
Total Change Order: 188,765.00 \$ 188,765.00
REVISED CONTRACT AMOUNT: \$ 13,208,765.00

ORIGINAL CONTRACT COMPLETION DATE:
Previous Change Order: Calendar Days
This Change Order: Calendar Days
Total Change Orders: Calendar Days

REVISED CONTRACT COMPLETION DATE:

Upon signing by the Owner and the Contractor, the above noted Contract is hereby changed per the terms of the contract and this Change Order including attached exhibit "A".

This change represents full and complete compensation for all cost, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work.

APPROVALS:

Steinberg Architects DATE _____

ASR Constructors DATE _____

Riverside Community College District DATE _____

- #1 DESCRIPTION: COR 01
Replace existing defective H2O shut-off valves
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$6,640
TIME EXTENSION: 2 days
- #2 DESCRIPTION: COR 04
Asbestos abatement of 115 HVAC elbows
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$ 7,092
TIME EXTENSION: 2 days
- #3 DESCRIPTION: COR 05
Existing tree removal (2)
REASON: Proximity too close to renovation work
REQUESTED BY: General Contractor
COST: \$2,179
TIME EXTENSION: 0 day
- #4 DESCRIPTION: COR 07
Asbestos abatement of floor tile and mastic
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$ 5,310
TIME EXTENSION: 1 day
- #5 DESCRIPTION: COR 08
Replace cold water pipe (RFI # 20)
REASON: Existing pipe life expired/Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$3,565
TIME EXTENSION: 1 day
- #6 DESCRIPTION: COR 09
Relocate temporary fence/east side
REASON: Provide safer construction zone
REQUESTED BY: Contractor
COST: \$ 771
TIME EXTENSION: 0 day

- #7 DESCRIPTION: COR 13
Remove bee hives in (4) locations
REASON: Unforeseen condition
REQUESTED BY: Contractor
COST: \$ 689
TIME EXTENSION: 0 days
- #8 DESCRIPTION: COR 14
Asbestos abatement in crawl space beneath building
REASON: Unforeseen condition
REQUESTED BY: Contractor
COST: \$23,861
TIME EXTENSION: 5 days
- #9 DESCRIPTION: COR 16
Asbestos abatement in Tiger's Den at exhaust piping
REASON: Unforeseen condition
REQUESTED BY: Contractor
COST: \$1,485
TIME EXTENSION: 1 day
- #10 DESCRIPTION: COR 17
Asbestos abatement of mastic in room 111
REASON: Unforeseen Condition
REQUESTED BY: Contractor
COST: \$1,299
TIME EXTENSION: 2 days
- #11 DESCRIPTION: COR 20
Relocate temporary north fence
REASON: Provide safer construction zone
REQUESTED BY: Contractor
COST: \$742
TIME EXTENSION: 0 days
- #12 DESCRIPTION: COR 21
Replace 2 existing defective basement pumps
REASON: Unforeseen Condition
REQUESTED BY: Riverside Community College District
COST: \$1,888
TIME EXTENSION: 0 days

- #13 DESCRIPTION: COR 22
Termite treatment
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$52,675
TIME EXTENSION: 0 days
- #14 DESCRIPTION: COR 23
Demolition of electrical circuitry in lecture hall
REASON: Circuitry had been previously abandoned
REQUESTED BY: Contractor
COST: \$954
TIME EXTENSION: 1 day
- #15 DESCRIPTION: COR 27
Remove, replace existing damaged conduit in lecture hall
REASON: Unforeseen condition
REQUESTED BY: Contractor
COST: \$1,909
TIME EXTENSION: 1
- #16 DESCRIPTION: COR 40
Asbestos abatement of wall mastic several rooms
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$13,640
TIME EXTENSION: 4 days
- #17 DESCRIPTION: COR 41
Asbestos abatement of HVAC elbows, pipe insulation and floor tiles in 46
different rooms.
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$54,163
TIME EXTENSION: 10 days
- #18 DESCRIPTION: COR 42
Asbestos abatement under emergency circumstances in rooms 120 and 121
REASON: Unforeseen condition
REQUESTED BY: Contractor
COST: \$2,403
TIME EXTENSION: 0 day

#19 DESCRIPTION: COR 43
Asbestos abatement in rooms 120 and 121
REASON: Completion of unforeseen condition work.
REQUESTED BY: Riverside Community College District
COST: \$7,500
TIME EXTENSION: 2 day

Total Amount \$188,765.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: VI-D-5

Date: August 29, 2006

Subject: Contracting Services for Fiscal Year 2006-2007

Background: Facilities Planning, Design and Construction staff is requesting approval to hire the following: Civil Engineer, DSA Inspection Services, Technical Consultant, Geotechnical Engineer, and Information Technology Consultant for the Fiscal Year 2006-2007 to provide as needed services and in particular to assist staff in evaluating potential capital projects, including new construction, remodel and renovation projects.

Staff recommends that the firms/individuals listed below be approved for the above-referenced purposes for the Fiscal Year 2006-2007 on an individual basis when needed to provide project support. Total compensation for the year for each of the firms/individuals would not to exceed \$50,000 pursuant to this Board action.

KCT Consultants, Inc. - Civil Engineer
Department of the State Architect (DSA) - Inspector of Records
Keith Francis & Co., Inc. - Technical Consultant
John R. Byerly, Inc. - Geotechnical Engineering
Information Technology Systems (ITS) - Information Technology Consultation

Recommended Action: It is recommended that the Board of Trustees approve the above listed firms/individuals for hire for the Fiscal Year 2006-2007 and authorize staff to negotiate hourly rates for services to be provided on an as needed basis.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: VI-D-6

Date: August 29, 2006

Subject: Proposed Agreements to Hire KCT Consultants, Inc. - Nursing/Sciences Building Project and Moreno Valley Phase III - Student Academic Services Facility Project

Background: Attached for the Board's review and consideration are two agreements between KCT Consultants, Inc. and Riverside Community College District.

Facilities Planning, Design and Construction staff proposes to hire KCT Consultants, Inc. to provide field surveys and base mapping to match up points at the perimeter of the project, research utility easements and provide aerial photography for the Nursing/Sciences Building and the Moreno Valley Phase III - Student Academic Services Facility projects.

Both contract terms would be from August 30, 2006, to February 28, 2007, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance or his designee without a formal amendment to the agreements. Payment in consideration of the agreements would be \$7,500.00 for the Nursing/Sciences Building Project and \$8,000.00 for the Moreno Valley Phase III - Student Academic Services Facility Project, totaling \$15,500.00, including reimbursable expenses.

Funding for these projects has already been established from the Measure C budget. (Board Reports V-B-1, dated March 21, 2006 and VI-B-1, dated June 20, 2006.)

Recommended Action: It is recommended that the Board of Trustees approve the attached agreements between Riverside Community College District and KCT Consultants, Inc. in the total amount of \$15,500.00, with \$7,500.00 for the Nursing/Sciences Building Project and \$8,000.00 for the Moreno Valley Phase III - Student Academic Services Facility Project and authorize the Vice Chancellor, Administration and Finance to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

AGREEMENT BETWEEN KCT CONSULTANTS, INC.
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on the 30th day of August, 2006, by and between KCT CONSULTANTS, INC., hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s).
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction.
4. The term of this agreement shall be from August 30, 2006, to the estimated completion date of February 28, 2007, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this agreement shall not exceed \$7,500.00 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement (Reference Exhibit I), except that the Consultant shall have the right to retain copies of all such data for Consultant's records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (Consultant 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 Consultant shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by District), District, its officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any liability whatsoever, based or asserted upon any acts or omission of the District, its agents, independent contractors, consultants and employees, for property damage, bodily injury, or death (District employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold Consultant 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.
10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

11. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

KCT Consultants, Inc.

Riverside Community College District

Don J. Edison
Principal

James L. Buysse
Vice Chancellor
Administration and Finance

Exhibit I

To Be Provided By

KCT Consultants, Inc.

for

Riverside Community College District

AERIAL SURVEY OF PROPERTY
Riverside Community College, Riverside Campus
Nursing/Sciences Building
Northeast Corner of Magnolia Avenue and Fairfax Avenue

August 30, 2006

Task 1: Surveys and Base Mapping: Install ground control and take aerial photographs for use in compiling topographic mapping. The mapping will be produced at a scale of 1"=40' scale or as needed with a 1' contour interval. This map will also show existing planimetry (existing improvements such as buildings, curb, channel, limits of asphalt, etc.) that is visible to the camera. This task will also include field survey to match up points at the project perimeter (Magnolia Avenue, Fairfax Avenue, Digital Library and the alley between the Digital Library and Quadrangle Building). The limit of the aerial topography is located on the east side of Magnolia Avenue, north of Fairfax Avenue, south of Terracina Drive and west of the quadrangle buildings. In addition, this task will also include utility easement research within the proposed project area.

Total Cost of Survey and Base Mapping: \$ 7,500.00

AGREEMENT BETWEEN KCT CONSULTANTS, INC.
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

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The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s).
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction.
4. The term of this agreement shall be from August 30, 2006, to the estimated completion date of February 28, 2007, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this agreement shall not exceed \$8,000.00 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement (Reference Exhibit I), except that the Consultant shall have the right to retain copies of all such data for Consultant's records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (Consultant 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 Consultant shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by District), District, its officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any liability whatsoever, based or asserted upon any acts or omission of the District, its agents, independent contractors, consultants and employees, for property damage, bodily injury, or death (District employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold Consultant 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.
10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

11. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

KCT Consultants, Inc.

Riverside Community College District

Don J. Edison
Principal

James L. Buysse
Vice Chancellor
Administration and Finance

Exhibit 1

To Be Provided By

KCT Consultants, Inc.

for

Riverside Community College District

AERIAL SURVEY OF PROPERTY
Riverside Community College, Moreno Valley Campus
Phase III Student Services Facility

August 30, 2006

Task 1: Surveys and Base Mapping: Install ground control and take aerial photographs for use in compiling topographic mapping. The mapping will be produced at a scale of 1"=40' scale or as needed with a 1' contour interval. This map will also show existing planimetry (existing improvements such as buildings, curb, channel, limits of asphalt, etc.) that is visible to the camera. This task will also include field survey to match up points at the project perimeter. In addition, this task will also include existing utility and utility easement research within the proposed project area.

Total Cost of Survey and Base Mapping: \$ 8,000.00

MINUTES OF THE BOARD OF TRUSTEES
ACADEMIC AFFAIRS AND STUDENT SERVICES COMMITTEE
JUNE 13, 2006

Board President Takano called the committee to order at 5:10 p.m., in Board Room AD122, in the O. W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Committee Members Present

Mr. Mark Takano, Board President
Dr. Salvatore G. Rotella, Chancellor
Dr. Linda Lacy, Vice Chancellor, Student Services/Operations
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Brenda Davis, President, Norco Campus (arrived at 5:45 p.m.)
Dr. Richard Tworek, President, Moreno Valley Campus
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor
Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley Campus)
Ms. Michelle Davila, CSEA Representative
Mr. Richard Mahon, Academic Senate Representative (Riverside Campus)
Ms. Sheila Pisa, CTA Representative
Mr. Tom Wagner, Academic Senate Representative (District and Norco Campus)

Resource Persons Present

Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs
and Institutional Advancement
Ms. Lorraine Anderson, District Dean, Admissions and Records
Ms. Sandy Baker, Dean/Director, Nursing Education
Ms. Shelagh Camak, Dean, Workforce Preparation
Dr. Lisa Conyers, Dean, Instruction, Moreno Valley Campus
Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness
Dr. Dawn Lindsay, Dean, Instruction, Norco Campus
Ms. Jill Marks, Project Director, Gateway to College
Mr. Robert Schmidt, Director, Sports and Activities Information
Ms. Kathleen Sell, Associate Professor, English
Dr. Bill Vincent, Dean, Public Safety Education and Training,
PSET/Ben Clark Training Center
Mr. Ron Vito, Dean, Occupational Education

Dr. Maghroori reviewed the curricular changes for inclusion in the District's catalog and in the schedule of class offerings that will be presented to the Board of Trustees for approval at the June 20th regular meeting. Discussion followed.

PROPOSED CURRICULAR
CHANGES

Dr. Lacy led the review of the revised regulations to update student fees that will be presented to the Board of Trustees for approval at the June 20th regular meeting. Discussion followed.

REVISED REGULATIONS
FOR STUDENT FEES –
POLICY AND REGULATIONS
6042 – SECOND READING

Mr. Lacy and Mr. Schmidt reviewed the agreement for the development of a new website for the District’s Athletic Program that will be presented to the Board for approval at the June 20th regular meeting. Discussion followed.

AGREEMENT WITH TRI-
VALLEY INTERNET, INC.

Dr. Maghroori explained that the Board would be receiving a request to renew an existing agreement for Fire Technology Operations and Logistics Coordinator at the Ben Clark Public Safety Training Center at the June 20th regular meeting. Discussion followed.

AGREEMENT WITH COUNTY
OF RIVERSIDE FIRE
DEPARTMENT

Dr. Maghroori led the committee review of the facilities use agreements to provide sites for physical education classes for the Moreno Valley and Norco Campuses that will be presented to the Board for approval at the June 20th regular meeting. Discussion followed.

FACILITIES USE AGREE-
MENTS WITH 24 HOUR
FITNESS USA, INC.

Ms. Marks explained that the Board will be asked to approve a MOU to provide staff to operate and assist Riverside Gateway to College Early College High School meet the replication objectives prescribed by the agreement with Portland Community College at the June 20th regular Board meeting. Discussion followed.

MEMORANDUM OF UNDER-
STANDING WITH RIVERSIDE
GATEWAY TO COLLEGE
EARLY COLLEGE HIGH
SCHOOL

Ms. Camak led the review of the agreement to provide workshops and supportive services to youth aged 16-21 based on their individual needs and goals as documented in each youth’s Transitional Independent Living Plan that will also be presented to the Board for their approval at the regular Board meeting on the 20th. Discussion followed.

AGREEMENT WITH RIVER-
SIDE COUNTY DEPART-
MENT OF PUBLIC SOCIAL
SERVICES

Ms. Camak also reviewed the grant agreement that provides funding, fiscal management and accountability for the District’s Temporary Assistance for Needy Families (TANF) – Child Development Careers (CDC) Program that will be presented to the Board for approval on June 20th. Discussion followed.

AGREEMENT WITH THE
FOUNDATION FOR CALI-
FORNIA COMMUNITY
COLLEGES

Mr. Vito explained that a facility use agreement will be brought to the Board for approval on the 20th to supply office space and classroom facilities for District use at the former site of Rubidoux High School. Discussion followed.

This item was withdrawn from consideration.

Dr. Maghroori led the committee review of the mission statements for the District and the three campuses that will be presented to the Board for approval on June 20th. Discussion followed.

Ms. Kauffman presented the Board with an informational progress report on the revision of the hiring process for full-time faculty. Discussion took place and further revisions were suggested. The report will also be presented to the Board for information only at the June 20th regular Board meeting

The committee received an informational update led by Ms. Kauffman of the Strategic Planning processes and activities during the year. Discussion followed.

Dr. Maghroori and staff led the committee update on new initiatives within the District: a Gates grant-funded early college high school, ECHS, will be initiated on the Moreno Valley Campus; the Nuvview Bridge ECHS will begin in the fall 2006; another grant-funded collaboration is currently being planned by the Norco Campus and Corona-Norco Unified School District; Kennedy High School, built on the Norco Campus, will open its doors in August 2006; other initiatives include the District-wide Honors Program; the Jurupa Academies/Early College High School; offering classes at the old Rubidoux High School site; collaboration with the International Brotherhood of Electrical Workers, IBEW; and new initiatives in the area of nursing.

The committee adjourned the meeting at 6:30 p.m.

FACILITY USE AGREEMENT
WITH JURUPA UNIFIED
SCHOOL DISTRICT

AGREEMENT WITH RIVER-
SIDE COUNTY ECONOMIC
DEVELOPMENT AGENCY

MISSION STATEMENTS FOR
THE DISTRICT AND ITS
CAMPUSES

PROGRESS REPORT ON
REVISION OF HIRING
PROCESS

UPDATE ON STRATEGIC
PLANNING

NEW DISTRICT INITIATIVES

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
PLANNING AND DEVELOPMENT COMMITTEE MEETING OF
JUNE 13, 2006

Chairperson Figueroa called the committee to order at 6:35 p.m. in Board Room AD122, in the O.W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Committee Members Present

Ms. Mary Figueroa, Chairperson
Ms. Kathleen Daley, Board Member
Mr. Mark Takano, Board President
Dr. Salvatore G. Rotella, Chancellor
Dr. James Buysse, Vice Chancellor, Administration and Finance
Dr. Daniel Castro, President, Riverside City College
Dr. Brenda Davis, President, Norco Campus
Dr. Richard Tworek, President, Moreno Valley Campus
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor
Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley)
Mr. Hector Gonzalez, ASRCC Student Representative
Ms. Ginny Haguewood, CSEA Representative
Dr. Richard Mahon, Academic Senate Representative (Riverside)
Mr. Tom Wagner, Academic Senate Representative (District and Norco Campus)

Resource Persons Present

Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs
and Institutional Advancement
Mr. Aan Tan, Associate Vice Chancellor, Facilities

Guests Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Dr. Buysse led the committee review of the agreement for the planning-working drawings phase of the Nursing/Sciences Building project that will be brought to the Board for approval at the June 20, 2006 regular meeting. Discussion followed.

PROPOSED AGREEMENT FOR
GKKWORKS TO PROVIDE
DESIGN SERVICES FOR THE
NURSING/SCIENCES BUILDING

Dr. Buysse led the committee consideration of the agreements for services relative to the infrastructure studies project that will also be brought to the Board for approval at the June 20, 2006 regular meeting. Discussion followed.

PROPOSED AGREEMENTS FOR
INFRASTRUCTURE STUDIES
PROJECT

Dr. Buysse explained that the Board will be asked to approve the five-year construction plan, initial project proposals and final project proposals at the June 20th regular Board meeting. Discussion followed.

The committee adjourned the meeting at 6:55 p.m.

2008-2012 FIVE-YEAR CAPITAL
CONSTRUCTION PLAN

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
FINANCE AND AUDIT COMMITTEE MEETING OF
JUNE 13, 2006

Chairperson Daley called the Finance and Audit Committee to order at 7:00 p.m., in Board Room AD122, in the O.W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Committee Members Present

Ms. Kathleen Daley, Chairperson
Mr. Mark Takano, Vice Chairperson
Ms. Mary Figueroa, Board Member
Dr. Salvatore G. Rotella, Chancellor
Dr. James Buysse, Vice Chancellor, Finance and Administration
Dr. Daniel Castro, President, Riverside City College
Dr. Brenda Davis, President, Norco Campus
Dr. Richard Tworek, President, Moreno Valley Campus
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor
Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley Campus)
Mr. Richard Mahon, Academic Senate Representative (Riverside City College)
Ms. Sheila Pisa, CTA Representative (Moreno Valley Campus)
Mr. Tom Wagner, Academic Senate Representative (District and Norco Campus)
Ms. Tamara Caponetto, CSEA Representative

Resource Persons Present

Mr. Aaron Brown, Associate Vice Chancellor, Finance
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs
and Institutional Advancement

Guests Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Dr. Buysse led the committee review of the District's tentative budget for the 2006-2007 fiscal year that will be presented to the Board for approval at the regular Board meeting on June 20th. Discussion followed.

TENTATIVE BUDGET FOR 2006-
2007 AND NOTICE OF PUBLIC
HEARING ON THE 2006-2007
BUDGET

Dr. Buysse led the committee review of the process and recommendation to hire five firms for the next five years on an individual basis when needed to execute projects that will be brought to the Board for approval on June 20th. Discussion followed.

CONSTRUCTION MANAGEMENT
SERVICES

Dr. Buysse led the committee review of the process to date with regard to the construction services and sublease agreements for the Center for Primary Education. These amendments and a request to increase the construction contingency will be brought to the Board for approval on June 20th. Discussion followed.

Dr. Buysse explained that change orders for the Quad Modernization Project will also be brought to the Board for approval on the 20th. Discussion followed.

The committee adjourned the meeting at 7:27 p.m.

AMENDMENT TO AGREEMENTS
– CENTER FOR PRIMARY
EDUCATION: PROPOSED LEASE-
LEASE BACK ARRANGEMENT
WITH NEFF CONSTRUCTION,
INC. AND PROPOSED MEASURE
C BUDGET FOR PLANNING, SITE
WORK AND CONSTRUCTION,
GUARANTEED MAXIMUM PRICE
(GMP)

CHANGE ORDERS – QUAD
MODERNIZATION PROJECT

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BUSINESS FROM BOARD MEMBERS

Report No.: IX-A

DATE: August 29, 2006

Subject: Citizens' Bond Oversight Committee 2005/06 Annual Report; Request for Reappointment of Members Serving on the Citizens' Bond Oversight Committee; and Request for Appointment of New Member to the Citizens' Bond Oversight Committee

Background: Citizens' Bond Oversight Committee Chair Virginia Blumenthal will present the second annual report to the Board for information only.

As detailed in the Bylaws of Riverside Community College District's independent Citizens' Bond Oversight Committee (CBOC), members may request that their service on the committee be extended for a second two-year term. Members Brian Unitt, Virginia Blumenthal, and Peter Serbantes have expressed their desire to continue serving on the CBOC for another term. These requests have the support of the other Committee members and the District.

Mr. Oliver Rocroi has submitted an application for appointment to the Committee to fill the remaining open seat, representing a taxpayer organization.

Recommended Action: It is recommended that the Board of Trustees receive the Citizens' Bond Oversight Committee's Second Annual Report for information only; reappoint Brian Unitt, Virginia Blumenthal, and Peter Serbantes to second (two-year) terms of service on the CBOC; and appoint Oliver Rocroi to an initial two-year term on the Committee.

Salvatore G. Rotella
Chancellor

Prepared by: Jim Parsons, Associate Vice Chancellor
Public Affairs and Institutional Advancement



Summary of the Citizens' Bond Oversight Committee

Proceedings and Activities 2005-06

Meetings of the Citizens' Bond Oversight Committee

The Committee conducts its meetings in accordance with the provisions of the Ralph M. Brown Public Meeting Act, Government Code Sections 54950 et seq. Meeting notices and agendas are sent to members of the Committee within the required period and are posted at the three RCCD campus locations. Meeting notices, agendas, minutes and all documents and reports received by the Committee members are a matter of public record and are available through the RCC website: <http://www.rccd.edu/cboc>

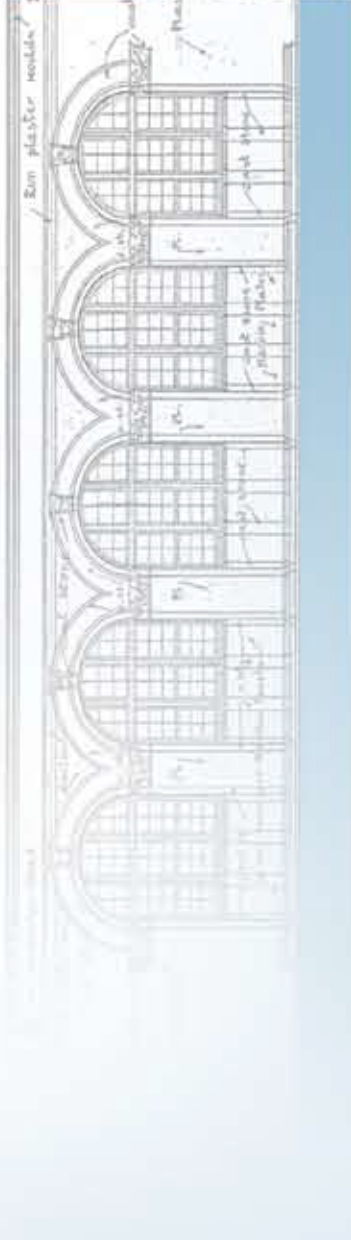
Meeting – September 22, 2005

RCC Norco Campus
Provost Conference Room
2001 Third St., Norco, CA

- Campus provost Dr. Brenda Davis conducted a tour of the Norco Campus for Committee members.
- Measure C Planning
Dr. Davis discussed planned initiatives that would be funded, in part or in whole, with Measure C money. These projects included Norco Phase III construction of a science and technology building.
- Audit Firm Selection
Information regarding the selection of Eadie & Payne LLC as the firm that would conduct the required Measure C financial and performance audits (Committee members wanted it noted that the firm of Eadie & Payne is not the District auditors.)

- Update on Measure C Projects
Committee received information about the start and completion dates of the Quad modernization/renovation project and a planned construction timeline.

- Contract with Dr. Michael Webster
Committee received information about the hiring of Dr. Michael Webster, a consultant who would be assisting the District with Measure C planning and a review/restructuring of the Facilities Department in order to effectively handle multiple project construction. Committee members discussed possible safety and liability issues related to utilizing a construction manager mode



Meeting – December 8, 2005

Riverside City College
Digital Library & Learning Resource Center
4th Floor Conference Room
4800 Magnolia Ave, Riverside, CA

- Measure C Auditor Report
Committee received the initial independent annual audit of Measure C expenditures, which found that all expenditures to date complied with Prop 39 and the March 2004 ballot measure.
- Update on Measure C Projects
- Committee received an update on Measure C projects, including a detailed look at construction timelines on the five-level parking structure on the Riverside City College campus.
- Committee members asked for and received information about the refinancing of the original \$65 million issuance of Series A & B bonds in August 2004.
- Committee members discussed concerns about a lack of projects identified/underway on the Moreno Valley and Norco campuses; a discussion ensued about the strategic planning/approval process in place at each campus and at the district level; committee members recommended that additional information be communicated to the public about the process and projects under consideration at the two campuses.

- Business from Board Members
Committee member Urrutia noted that there was confusion among students about the Measure C project approval process; members recommended that a visual diagram be prepared to illustrate the process.

Meeting – March 10, 2006

Riverside City College
Digital Library & Learning Resource Center
4th Floor Conference Room
4800 Magnolia Ave., Riverside, CA

- Presentation of Consultant's Report by Dr. Michael Webster
- Committee received report findings from consultant Webster regarding RFP and RFQ processes, Measure C project planning, and a proposed restructuring of the District's Facilities Department; committee members commented favorably on the project flow model and noted that a simplified version would meet their request for a visual reference to the Measure C project approval process.

- Committee members also received information and discussed the proposed nursing/science complex on the Riverside City College campus, state funds for campus facilities, and build-out plans for the three RCC campuses.

- Update on Measure C Projects
Committee received progress reports on the status of the parking structure and the Quad modernization/renovation project.



Meeting – June 1, 2006

Riverside City College
Digital Library & Learning Resource Center
4th Floor Conference Room
4800 Magnolia Avenue, Riverside, CA

- Update on Measure C Projects
Committee received a visual tour of progress on the parking structure and Quad renovation/modernization project on the Riverside City College campus.
- Financial Update - Measure
Committee reviewed the bond project financial update (dated 5/31/06) and discussed how Measure C bonds were invested, including the District's recent decision to stop investing with the County of Riverside Investment Pool in favor of another investment strategy that had a 4.91% projected return vs. the county pool's 4.28% projected return—a strategy that should enable RCCD to realize an additional \$400,000 in investment earnings without increased risk exposure.
- RCCD Foundation Major Gifts Campaign
Committee received information about the Foundation's major gifts campaign and discussed endowed scholarships and endowed faculty positions.
- Expiring Terms - Committee Members
Committee members Blumenthal, Unitt, and Serbantes requested to serve additional two-year terms as provided for by Committee bylaws. The Committee supported the requests and directed that the recommendations be brought forward to the RCCD Board of Trustees at its August meeting.
- CBOC Annual Report to the Community
Committee decided to retain the format of the 2004/05 Annual Report for the 2005/06 Annual Report and directed that a report be prepared for submission to the Board of Trustees at its August meeting.

Special Meeting – July 25, 2006

Riverside City College
Digital Library & Learning Resource Center
4th Floor Conference Room
4800 Magnolia Avenue, Riverside, CA

- Committee approved a draft version of annual report for submission to the RCCD Board of Trustees as part of Chair Blumenthal's verbal report to the Board on August 29, 2006.

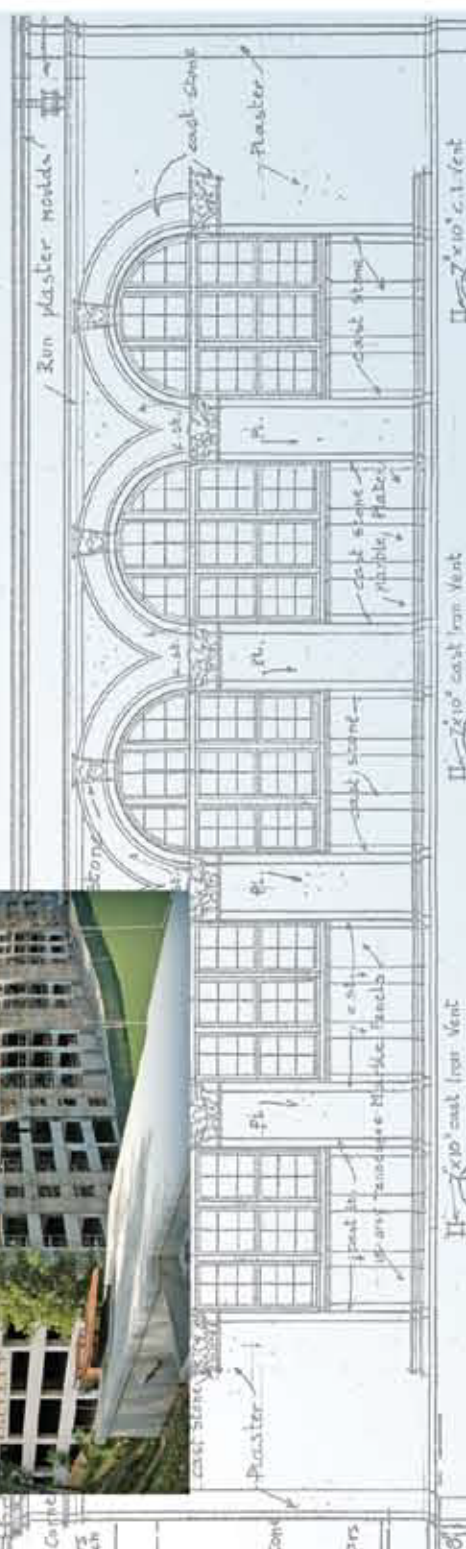
Statement of Compliance

This Annual Report is submitted to the Board of Trustees by the Riverside Community College District Citizens' Bond Oversight Committee.

This Committee advises that, to the best of its knowledge, the Riverside Community College District complies with the requirements in Article XIII A, Section 1(b) (3) of the California Constitution. In particular, bond revenue has been expended only for the purposes so described in Measure C and no funds were used for any teacher or administrative salaries or other operating expenses as prohibited by Article XIII A, Section 1(b) (a) of the California Constitution.

Respectfully Submitted:
Virginia Blumenthal, Chair
Citizens' Bond Oversight Committee

Date: August 29, 2006



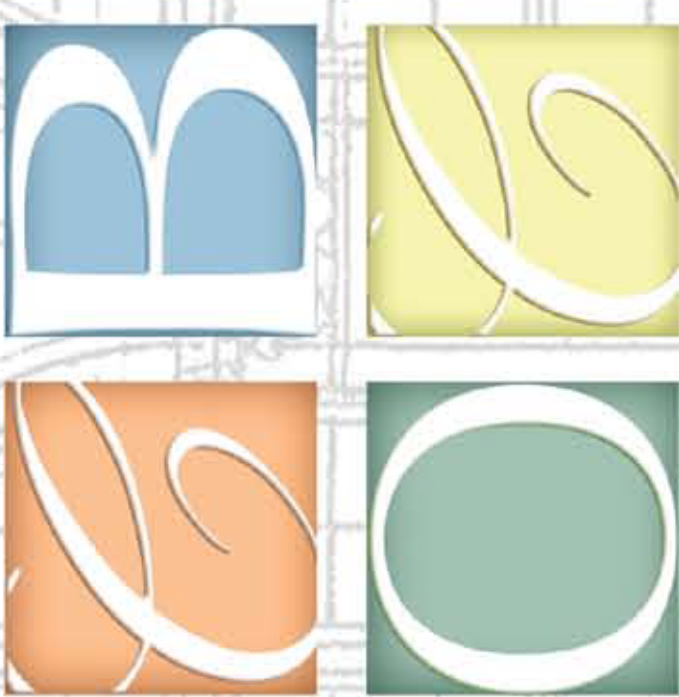
Riverside Community College District
Citizens' Bond Oversight Committee

2005/06 Annual Report

Submitted to the
Riverside Community College District
Board of Trustees
August 29, 2006



2005/06 Annual Report



Riverside Community College District
Citizens' Bond Oversight Committee



Virginia Blumenthal, Chair
Peter Serbantes, Vice Chair
George Beloz
Jamil Dada
Brian Urrutia
Cynthia Urrutia

Application for Appointment
Citizens' Bond Oversight Committee
Riverside Community College District
2005

California law requires certain persons to be represented on the Citizens' Bond Oversight Committee (Committee). Please indicate all Committee designation(s) for which you are qualified:

- Business Representative Company Name: _____
- Active Member of Senior Citizen Group Group Name: _____
- Member of Taxpayer Organization Group Name: Howard Jarvis Taxpayers Association
- RCC Student Organization/Student Club Name: _____
- Member of College Support Organization Org. Name: _____
- Member of the San Bernardino and Riverside Counties Central Labor Council
- At-Large Community Member

(Also president of my HOA)

If possible, please provide a contact person and phone number of the organization in which you are active. The College District may contact these organizations to verify your participation. Attach extra sheets, if necessary, to complete this application.

General Information:

Name: Oliver Orocroi
Home Address: 4502 Carmeri Ct
Home Telephone: 951-683-1671 E-mail: orocroi@oreillypr.com
805-236-2254 Cell

Employer Information:

Name of Employer: O'Reilly Public Relations
Work Address: 3403 Tenth St, Ste 110
Work Telephone: 951-781-2240

Educational Background (Response optional; you may attach a resume or additional pages, if needed):

College and/or University: California State Polytechnic University, Pomona
Degree/Major: Aerospace Engineering
Vocational and/or Other Institution: _____
Certificate/Technical Training: _____

Additional Information:

1. Have you been a member of any College District committees? Yes No If yes, in what capacity?

2. Are you or have you or a member of your immediate family ever been employed by the District?
Yes No If yes, please explain:

3. List present or past membership in any community service (e.g. volunteer, civic or youth) organizations. Greater Riverside Chamber of Commerce
Boys and Girls Club of Sacramento, Basin Wide Foundation, Hemet-San Jacinto action group

4. List participation in professional seminars, workshops or organizations. American Institute of Aeronautics and Astronautics, Building Industry Association, Urban Land Use Institute
-
-

Qualifications:

1. Describe your training and experience in finance, facilities, and/or construction. (Attach additional pages or resume, if needed.) please see attached document
-
-
-

Please Answer the Following Questions:

1. How long have you been a resident within the College District? _____ Years 8 Months
2. Do you have any family members who now attend (or have attended) one of the RCC campuses or educational centers? ___ Yes X No Which campuses or centers:

3. Do you know of any reason, such as a potential conflict of interest, which would adversely affect your ability to serve on the Citizens' Oversight Committee? ___ Yes X No If yes, please explain: _____

4. Explain why you would like to be appointed to this Committee. (Attach additional pages, if needed.) please see attached document
-
-
-

5. Are you a vendor, contractor, or consultant of the College District? ___ Yes X No If yes, please explain: _____

6. Are you available to attend Committee meetings on weeknights? X Yes ___ No If no, please explain: _____

Certificate of Applicant:

All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature: _____

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line and a small flourish.

Date: June 30 2006

Completed signed applications should be sent to The Office of Public Affairs & Institutional Advancement, Attn: Jim Parsons, Assoc. Vice Chancellor, Riverside Community College District, 4800 Magnolia Ave., Riverside, CA 92506 or faxed to (951) 222-8670. Please be aware that completed applications are public records available for public review. If you have any questions, please call 951-222-8857.

Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Application for Appointment

Qualifications:

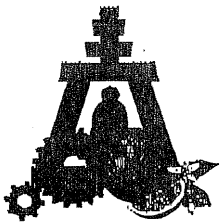
1. Experiences in finance, facilities and construction:

In the course of my career, particularly in the political and land use arenas, I have been required to develop and master a certain level of public financing knowledge. This includes items such as the budget of the State of California, Community Finance District formation, development project financing, public school construction financing, as well as a number of business and public sector accounting and financing systems. Though I have received no formal training in these subject matters, I do possess a certain level of understanding relating to public financing of infrastructure and facilities. I believe this experience will be an asset as a member of the committee.

Please answer the following questions:

4. Explain why you would like to be appointed to this committee:

I believe that my experiences and associations would be an asset to the committee for a number of reasons. My diverse background and experiences could provide the board with a fairly extensive knowledge of state and local government operations, as well as an understanding for the need to reach out and create community partnerships. Secondly, I have a strong desire to give back to the community in which I live. I feel that it is an important civic duty to be involved and active within the community in which one lives or works. I am fortunate to do both within the boundaries of Riverside Community College. As such, I believe that the committee might see value in the perspectives provided by someone who is fairly new to the community, but actively involved. In addition, I would value the opportunity to play a role, albeit a small one, in the planning and development of RCC in coming years as well as to be a part of watching it grow and thrive.



GREATER RIVERSIDE CHAMBERS OF COMMERCE

The Chamber...building a stronger local economy.

Backup2 IX-A
August 29, 2006
Page 5 of 5

June 21, 2006

President Mark Takano
District Board of Trustees
Riverside Community College
4800 Magnolia Ave
Riverside, CA 92506

Dear Mr. Takano:

The Downtown Chamber Board of Directors of the Greater Riverside Chambers of Commerce recommends Oliver Rocroi, Sr. Account Executive of O'Reilly Public Relations Inc., to serve on the Riverside Community College Measure "C" Advisory Committee.

On behalf of the Board, we hope that you will consider Mr. Rocroi for the Measure "C" Advisory Committee.

Sincerely,

Cindy Roth
President/CEO

CR/jj