RIVERSIDE COMMUNITY COLLEGE DISTRICT

Board of Trustees - Special Meeting – September 16, 2004 - 6:00 p.m. Board Room AD122, Riverside 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.

- I. <u>Approval of Minutes</u> Regular meeting of August 10, 2004
- II. <u>President's Reports</u>
 - A. Communications

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

- 1. "Introduction of RCC's Measure C Bond Oversight Committee Members" Salvatore G. Rotella, President
- 2. "Support for Local Companies Working on Local Projects" Cindy Roth, President/CEO, The Greater Riverside Chamber of Commerce
- B. Proposed Contract with Elaine Turner, The Turner Group, or John Pickleman, Academic Search Consultation Service
 - Recommend selection of consultant for the recruitment of a President for the Riverside City Campus, and authorize the President to sign the contract.

Recommended Action: Selection of Consultant

- C. Riverside School for the Arts Design Selection
 - Recommend approving the building mass, scale and relationship to project components, conceptual site plan, building plans and sections, and preliminary selection of major building systems and construction material options.

D. Rank of Emeritus Awards

- Recommend awarding the rank of Professor Emerita to Dr. Pouran Eslamidoust, the rank of Professor Emeritus to Dr. James Mehegan and the rank of Professor Emeritus to Mr. Kenneth Shabell, for their many years of outstanding service to the District.

Recommended Action: Request for Approval

III. Student Report

IV. <u>Consent Items</u>

A. Action

- 1. Personnel
 - Appointments and assignments of academic and classified employees.
 - a. Academic Personnel
 - 1. Appointments
 - (a) Management
 - (b) Long-Term, Temporary Assignment, Academic Year 2004-2005
 - (c) Extra-Curricular Assignments, Academic Year 2004-2005
 - (d) Coordinator Assignment, Academic Year 2004-2005
 - (e) Department Chair Assignments, Academic Year 2004-2005
 - (f) Atypical Teaching Assignments, Fall Semester 2004
 - (g) Part-Time Faculty, Hourly Assignments, Fall Semester 2004
 - (h) Child Development Center, Hourly Employees, Fall Semester 2004
 - (i) Part-Time Faculty, Hourly Assignments, Summer Intersession 2004
 - (j) Special Assignments

- 2. Management Title Change
- 3. Salary Placement Adjustment
- 4. Separations
- b. Classified Personnel
 - 1. Appointments
 - (a) District
 - (b) Short Term
 - (c) Temporary As Needed Student Workers
 - (d) Community Education Program Fall Semesters 2004
 - (e) Special Project
 - 2. Professional Growths
 - 3. Reclassification of Classified Management Position
 - 4. Reclassification of Bargaining Unit Positions in Nursing Education
 - 5. Military Leave
 - 6. Administrative Leave With Pay for Classified Manager
 - 7. Request for Leave Under the Federal Family and Medical Leave Act of 1993
 - 8. Request for Child Care Leave
 - 9. Request to Adjust Classified Management Employee's Appointment
 - 10. Non-Continuance of Categorical Funds for Grant Project Assistant Position
 - 11. Separations
- Purchase Order and Warrant Report -- All District Funds

 Purchase orders and warrant reports issued by the Business
 Office and Auxiliary Business Services.

- 3. Annuities
 - Tax shelter annuities for employees, amendments and terminations.
- 4. Approval Budget Adjustments (None)
- 5. Bid Awards (None)
- 6. Donations (None)
- 7. Out-of-State Travel
 - Recommend approving out-of-state travel requests.
- 8. Grants, Contracts and Agreements (None)
- 9. Other Items
 - a. Surplus Property
 - Recommend declaring listed items as surplus, finding the items listed do not exceed the total value of five thousand dollars and authorizing the surplus property be consigned and sold on behalf of the District.

Recommended Action: Request for Approval

B. Information (None)

V. Board Committee Reports

- A. Academic Affairs and Student Services
 - Services Agreement Altek Advertising Agency

 Recommend ratifying the renewal of the services agreement to provide marketing services to the Office of Economic Development. The term of the agreement is July 1, 2004 to June 30, 2005.

Recommended Action: Request for Approval

 Consultant Agreement with Network International Exports, Inc.
 Recommending approving the consultant agreement with Network International Exports. Inc. to provide management

Network International Exports, Inc. to provide management assistance in the Market Development Cooperator Program (MDCP) grant and export assistance services for clients of the Center for International Trade Development. The term of the agreement is October 1, 2004 through September 30, 2005.

3. Agreement with Sarah Burnett

- Recommend approving the agreement to provide a workshop on "Identifying Sensory Integration Problems" on February 17, 2005.

Recommended Action: Request for Approval

4. Agreement with Angela Calloway

- Recommend approving the agreement to provide a workshop on "How to Handle Stress-Related Challenging Behaviors" on April 25, 2005.

Recommended Action: Request for Approval

5. Agreement – Sanford Systems Evaluation

- Recommend approving the agreement with Sanford Systems, Inc., an evaluation specialist, to provide training on data driven decision making for GEAR UP teachers at Arlington and Ramona High Schools. Term of the agreement is September 20, 2004 to September 1, 2005.

Recommended Action: Request for Approval

6. Agreement – English Articulation Project

- Recommend approving the agreement with Richard Hishmesh and Jason S. Spangler for their assistance and participation in the English Articulation Project from September 20, 2004 to September 1, 2005.

Recommended Action: Request for Approval

7. Contract with Richard Gray

- Recommend approving the contract with Richard Gray to provide an eight-minute choreographic work for performances of the RCC Ballet Ensemble/Intersect Dance Theatre. The term of the agreement is October 17, 2004 to June 1, 2005.

Recommended Action: Request for Approval

8. Agreement – Allen Everman

- Recommend approving the agreement to provide music director/conductor services for the production of "Night Music" and "Fiddler." The term of the agreement is August 1, 2004-October 3, 2004 and January 30, 2005-February 20, 2005.

Recommended Action: Request for Approval

9. Agreement with American Musical Theatre of San Jose

- Recommend approving the agreement for rental fee associated with "Night Music." The term of this contract will be August 2, 2004 through October 3, 2004, and includes nine to eleven performances to be held between September 17 and October 3, 2004.

10. Agreement – California Theatre Center

- Recommend approving the service contract for the professional production service fee for "Sleeping Beauty." The term of the agreement is for five performances to be held in May 2005.

Recommended Action: Request for Approval

11. Agreement – Don LeMaster

- Recommend approving the agreement to provide music director/conductor services for "Grease," "Fantasticks" and "Forum." The term of the contract will be October through November 2004 and March through June 2005, and includes nine to eleven performances of each production.

Recommended Action: Request for Approval

12. Contractor Agreement with Gary Krinke

- Recommend approving the agreement to provide director services for the production of "Forum." The term of the agreement is May 1, 2005 through June 3, 2005, and includes nine to eleven performances.

Recommended Action: Request for Approval

13. Contractor Agreement with Jeff Weeks

- Recommend approving the service contract agreement for Jeff Weeks to provide wig design services for "Night Music" and "Forum." The term of the agreement is August 2004 through October 2004 and May 2005 through June 2005, for nine to eleven performances of each production.

Recommended Action: Request for Approval

14. Contractor Agreement – John Vaughan

- Recommend approving the agreement to provide director/choreography services for "Night Music" and "Forum." The term of the agreement is October 2004 through November 2004 and May 2005 through June 2005, for nine to eleven performances of each production.

Recommended Action: Request for Approval

15. Contractor Agreement with Sharell Martin

- Recommend approving the agreement to provide costume design services and rentals for the Performance Riverside 2004-2005 Civic Light Opera Season. The term of the agreement is August 2004 through June 2005, for nine to eleven performances of each production.

16. Contractor Agreement with Steven Young

- Recommend approving the agreement to provide lighting design services for the Performance Riverside 2004-2005 Civic Light Opera Season. The term of the agreement is September 2004 to June 2005.

Recommended Action: Request for Approval

17. Contractor Agreement with Lee Martino

- Recommend approving the agreement to provide choreography services for the production of "Night Music" and "Fantasticks." Services will be used by Performance Riverside to mount each production for nine to eleven performances from September 17-October 3, 2004 and March 2005-April 2005.

Recommended Action: Request for Approval

18. Contractor Agreement with Michael Charles

- Recommend approving a new agreement to provide concessionaire services for Performance Riverside series of Civic Light Opera, Big Band, and Family Series productions. The term of the agreement is September 2004 through June 2005.

Recommended Action: Request for Approval

19. Contract with Irene Ko

- Recommend approving the agreement to provide one choreographic work for performances of the Riverside Community College Ballet Ensemble/Intersect Dance Theatre during the 2004-2005 school year. The term of the agreement is October 17, 2004 to October 23, 2004.

Recommended Action: Request for Approval

20. Contractor Agreement – with Tears of Joy Theatre

- Recommend approving the agreement to provide professional production services for "Anansi the Spider." These services will be used by Performance Riverside to mount a production for five performances to be given on February 24, 25 and 26, 2005.

Recommended Action: Request for Approval

21. Item pulled.

22. Production Contract with Music Theatre International

- Recommend approving the contract to provide royalty, rental and security fees for the license for a non-equity production of the "The Last Five Years." Term of the contract will be April 1, 2005 through April 10, 2005.

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

- Recommend approving the agreement to supply externship opportunities to emergency medical services students at the West Covina Fire Department from September 15, 2004 through July 31, 2006.

Recommended Action: Request for Approval

- 24. Agreement with the City of Ontario, Ontario Fire Department for Emergency Medical Services Student Training
 - Recommend approving the agreement to provide externship opportunities for emergency medical services students at the Ontario Fire Department from September 15, 2004 through July 31, 2006.

Recommended Action: Request for Approval

- 25. Agreement Laura Gilpin
 - Recommend approving the agreement with Laura Gilpin to prepare and conduct a four-hour workshop on September 24, 2004 to H-1B eligible participants.

Recommended Action: Request for Approval

- 26. First Amendment to Agreement for Administration of Justice Training Services County of Riverside, on behalf of Sheriff's Department and Riverside
 - Recommend approving the amendment to training services agreement with the County of Riverside to replace the original Amendment to Agreement that was approved by the Board on May 19, 2004. This first amendment revises the term of the original agreement so that the time of July 1, 2003 to December 16, 2003 is included for payment of invoices.

Recommended Action: Request for Approval

- 27. Contract with Sue Williams
 - Recommend approving the contract for costume design, execution and labor for Riverside Community Dance productions of "Kinetic Conversations" and "Celebrate Dance." The term of the agreement is October 1, 2004 through June 1, 2005.

Recommended Action: Request for Approval

- 28. Contract with Damien Diaz
 - Recommend approving the contract to provide one choreographic work approximately thirteen minutes in length for performances of the Riverside Community College Ballet Ensemble/Intersect Dance Theatre. The term of the agreement is October 17, 2004 to October 23, 2004.

- 29. Agreement with Onstage Musicals (Richard Stover)
 - Recommend approving the service agreement to provide contractor services for three "Big Band" productions. The term of the agreement is for three performances to be held in October 2004, December 2004 and March 2005.

Recommended Action: Request for Approval

- B. Planning and Development
 - 1. P1 Parking Structure Project
 - Recommend approving the renderings/floor plans, elevations, time-line and budget for the P1 Parking Structure Project, utilizing Measure "C" G.O. Bond monies.

Recommended Action: Request for Approval

- 2. Riverside Campus Physical Education Complex-Phase I (Track and Field) Project
 - Recommend approving the renderings/floor plans, time-line and budget for the Riverside Campus Physical Education/Complex-Phase I (Track and Field) Project, utilizing Measure "C" G.O. Bond monies.

Recommended Action: Request for Approval

- 3. California Environmental Quality Act (CEQA) Study for Riverside Campus Physical Education Complex-Phase I (Track and Field) Project
 - Recommend approving the California Environmental Quality Act (CEQA) Study and Staff Report for the Riverside Campus Physical Education Complex-Phase 1 (Track and Field) Project, and authorize the Associate Vice President, Facilities, to file a "Negative Declaration" and DeMinimus Impact Finding with the Riverside County Clerk's Office within five days.

Recommended Action: Request for Approval

- 4. Relocatable Swing Space for Quadrangle Modernization Project
 - Recommend approving constructing temporary swing space needed for classrooms, labs, offices, etcetera, being displaced during renovation of the Quadrangle Modernization Project, utilizing Measure "C" G.O. Bond monies.

Recommended Action: Request for Approval

- 5. California Environmental Quality Act (CEQA) Documents for the Relocatable Swing Space Project
 - Recommend approving the California Environmental Quality Act (CEQA) Study and Staff Report for the Riverside Campus Relocatable Swing Space Project, and authorize the Associate Vice President, Facilities, to file a "Notice of Exemption" with the Riverside County Clerk.

- 6. Recommended Additions to Quadrangle Modernization Project
 Recommend approving installation of seven additional
 construction items during construction phase of the Quadrangle
 Modernization, using Measure "C" G.O. Bond monies.

 Recommended Action: Request for Approval
- 7. Martin Luther King High-Tech Center Roof Replacement
 Recommend replacing the roof of the newly renovated MLK
 High-Tech building while the building is undergoing construction,
 using Measure "C" G.O. Bond monies.

Recommended Action: Request for Approval

8. Change Order No. 1 – Martin Luther King High Tech Center - Recommend approving Change Order No. 1 for the Martin Luther King High Tech Center.

Recommended Action: Request for Approval

- 9. Amendment to Electrical Service Agreement City of Riverside Public Utilities
 - Recommend approving the amendment and extension to the Electrical Service Agreement for a 5% increase to .0952 cents per kilowatt hour effective September 2004.

Recommended Action: Request for Approval

- 10. Agreement Allan Petersen, Consultant
 Recommend approving the agreement f
 - Recommend approving the agreement for consulting services through June 30, 2005, to assist, in conjunction with California Postsecondary Education Commission (CPEC) and Chancellor's Office staff, with the Riverside School for the Arts conversion to a Riverside Community College District Center.

Recommended Action: Request for Approval

- C. Personnel and Labor Relations
 - 1. Revision of the Assignment of Classes to Salary Ranges for Classified Employees (Board Regulation 4041/3041)
 - Recommend approving the revision of the Assignment of Classes to Salary Ranges for Classified Employees (Board Regulation 4041/3041).

Recommended Action: Request for Approval

College Closure – December 24, 2004 – December 31, 2004
 Recommend approving the College closure from December 24, 2004 – December 31, 2004.

- 3. Updated Policy 6200 Non-Discrimination in Programs and Activities
 - Recommend accepting the amended policy for first reading. **Recommended Action: Request for Approval**

D. Finance and Audit

- 1. Item pulled.
- 2. Rescission of Approved Dates for the 2004-2005 Budget Inspection, Public Hearing and Adoption and Establishment and Approval of Revised Dates
 - Recommend rescinding the availability date for public inspection of the 2004-2005 Budget and rescinding the date for Public Hearing and Adoption of the 2004-2005 Budget, recommend announcing that the proposed 2004-2005 Budget will be available for public inspection beginning October 12, 2004, and that a public hearing will be held at 6:00 p.m. at the Board's regular meeting on October 19, 2004, to be followed by the adoption of the 2004-2005 Budget, and authorize the District President to sign a notice relative to these dates.

Recommended Action: Request for Approval

- 3. Budget Development Fund Balance Target Proposed Board Policy 7080
 - Recommend accepting Policy and Regulations 7080, Budget Development Fund Balance Target, for second reading and adoption.

Recommended Action: Second Reading and Adoption

- 4. Notice of Completion Norco Early Childhood Education Center
 - Recommend accepting the Norco Early Childhood Education Center project as complete, approving the execution of the Notice of Completion, and authorizing the Board President to sign the notice.

Recommended Action: Request for Approval

- 5. Maintenance Agreement Renewals
 - Recommend approving several maintenance agreement renewals as listed.

- 6. Contract with the Chancellor of the California Community Colleges Chancellor's Office Tax Offset Program (COTOP)
 - Recommend approving a contract between the District and the Chancellor of the California Community Colleges for participation in the Chancellor's Office Tax Offset Program. The term of the contract would be for the period October 1, 2004 through December 30, 2005.

Recommended Action: Request for Approval

- 7. Resolution Regarding Appropriations Subject to Proposition 4
 Gann Limitation Resolution No. 3-04/05
 - Recommend adopting a resolution establishing the District's 2004-2005 Gann Limit.

Recommended Action: Request for Approval

- 8. CCFS-311Q (Quarterly Financial Status Report for the Quarter Ended June 30, 2004
 - Financial status report for the quarter ended June 30, 2004.

Information Only

- E. Legislative
 - 1. Agreement between the Riverside Community College District and The Center for Community Opinion
 - Recommend approving the agreement to provide additional analyses of the results of the election.

Recommended Action: Request for Approval

- F. Board of Trustees Committee Meeting Minutes
 - Recommend receipt of Board committee minutes from the August 2, 2004 Academic Affairs and Student Services and Planning and Development Committee Meetings, and the August 3, 2004 Finance and Audit and Legislative Committee Meetings.

Information Only

- VI. Administrative Reports
 - A. Vice President
 - B. Provosts
- VII. Academic Senate Report

VIII. Business from Board Members

- A. Support for Local Companies Working on Local Projects Resolution No. 2-04/05
 - Recommend approving the resolution to support interested and qualified local companies being hired on local projects and encourage local firms to actively submit bids and proposals for construction projects on Riverside Community College District Campuses.

Recommended Action: Request for Approval

- IX. Comments from the Public
- X. <u>Closed Session</u>

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

Recommended Action: To be Determined

XI. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING OF AUGUST 10, 2004

President Figueroa called the regular meeting of the Board of Trustees to order at 6:08 p.m., in Board Room AD122, Riverside City Campus.

CALL TO ORDER

Trustees Present

Trustees Absent

Ms. Kathleen Daley (arrived at 6:15 p.m.)

Ms. Mary Figueroa

Mr. Jose Medina

Ms. Grace Slocum

Mr. Mark Takano

Ms. Gina Grace, Student Trustee

Staff Present

Dr. Salvatore G. Rotella, President

Dr. James Buysse, Vice President, Administration and Finance

Dr. Linda Lacy, Interim Vice President, Student Services

Dr. Ray Maghroori, Vice President, Academic Affairs

Dr. Brenda Davis, Provost, Norco Campus

Dr. Richard Tworek, Provost, Moreno Valley Campus

Ms. Virginia MacDonald, Executive Assistant to the President/Chief of Staff

Mr. Jim Parsons, Interim Associate Vice President, Public Affairs Institutional Advancement

Ms. Virginia McKee-Leone, President, Academic Senate

Dr. Bill Vincent, Associate Dean, Public Safety Education and Training, led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the minutes of the special meeting of June 3, 2004. Motion carried. (4 ayes, 1 absent [Daley])

MINUTES OF SPECIAL
MEETING OF JUNE 3, 2004

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the minutes of the special meeting of June 16, 2004. Motion carried. (4 ayes, 1 absent [Daley])

MINUTES OF SPECIAL
MEETING OF JUNE 16, 2004

Mr. Takano, seconded by Ms. Slocum, moved that the revised agenda did not reflect the originally posted agenda's closed session and needs to be amended to include the closed session item for personnel, pursuant to Government Code Section 54957, to confer with counsel, agency designated representative: Brad Neufeld, unrepresented employee: President, recommended action: to be determined, to be considered at the end of the meeting. Motion carried. (4 ayes, 1 absent [Daley])

The Board adjourned to closed session at 6:10 p.m., pursuant to Government Code Section 54956.8, to confer with real property negotiator Dave Saunders, Attorney, Clayson, Mann, Yaeger and Hansen, regarding property located at 3801, 3811, 3817 and 3823 Market Street, and 3824, 3828, 3830, 3832, and 3892 University Avenue, Riverside, recommended action: to be determined, and pursuant to Government Code Section 54957, public employee discipline/dis-missal/release, information only.

The Board reconvened the meeting to open session at 7:12 p.m., announcing that no action was taken in closed session.

Mr. Takano, seconded by Mr. Medina, moved that items IV-A-1-a-10, IV-A-8-a and IV-A-8-b arose subsequent to posting the agenda and need to be considered. Motion carried. (5 ayes)

Mr. Medina, seconded by Mr. Takano, moved that the Board of Trustees adopt Resolution 1-04/05 granting permission to the Palo Verde Community College District to offer courses at the Ben Clark Training Center, in support of the California Highway Patrol Training Program, from August 1, 2004 to June 30, 2005. Motion carried. (5 ayes)

CLOSED SESSION

RECONVENEMENT TO OPEN SESSION

AMEND AGENDA

PRESIDENT'S REPORTS

RESOLUTION REGARD-ING CALIFORNIA HIGHWAY PATROL TRAINING COURSES AT BEN CLARK TRAINING CENTER – RESOLUTION NO. 1-04/05 Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees approve the 2004-2005 College Catalog. Motion carried. (5 ayes)

<u>2004-2005 COLLEGE</u> <u>CATALOG</u>

Mr. Takano, seconded by Ms. Slocum, moved that this item be presented to the Planning and Development Board Committee. Motion carried. (5 ayes)

RECOMMENDATION OF MORENO VALLEY CAMPUS STRATEGIC PLANNING COMMITTEE

Mr. Takano, seconded by Mr. Medina, moved that this item be presented to the Legislative Board Committee. Motion carried. (5 ayes)

AGREEMENT BETWEEN
THE RIVERSIDE
COMMUNITY COLLEGE
DISTRICT AND THE
CENTER FOR
COMMUNITY OPINION

The Board received a copy of the settlement agreement for their information.

JUNE 1, 2004 PUENTE SETTLEMENT

The Board received information on RCC student's performance from 1998/99 to 2002/2003 from the California Board of Registered Nursing NCLEX Pass Rates for their Accredited Registered Nursing Programs.

CURRENT 2004 PASS
RATE OF THE NURSING
LICENSE TEST OF RCC
STUDENTS

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

STUDENT REPORT

CONSENT ITEMS

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

Action

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

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$4,378,077.75, and District Warrant Claims totaling \$6,141,735.06; (Appendix No. 2)

Purchase Order and Warrant Report – All District Funds

Approve amendment to employment

Annuities

contracts and terminations as presented; (Appendix No. 3)

Accept the listed donated items; (Appendix No. 4)

Add revenue and expenditures of \$13,867 to the budget at this time, and authorize the vice president, administration and finance, to sign the resolution;

Grant out-of-state travel as listed; (Appendix No. 5)

Approve the agreement with Richard Stover to provide services beginning August 11, 2004 and continuing to June 30, 2005, pertaining to the operation of Performance Riverside, in an amount not to exceed \$39,000, and authorize the Vice President, Administration and Finance, to sign the agreement;

Approve the production contract between Riverside Community College District and Music Theatre International, and authorize the Vice President, Administration and Finance, to sign the contract for the royalty, rental and security fees for "Closer Than Ever." The term of this contract will be November 19-21, 2004 and includes (4) performances at \$95 each plus a rental fee for materials at \$225, a \$400 refundable security fee and \$77.89 in taxes for a total of \$1,082.89;

Authorize each Trustee and listed District administrators to sign vendor warrant orders, orders for salary payment, notices of employment, bank checks, purchase orders and grant documents, and authorize the listed District administrators to sign notices of employment and purchase orders. (Appendix No. 6)

Donations

Resolution to Amend Budget

- Resolution No. 51-03/04 –
2003-2004 Disabled Student
Programs and Services
(DSP&S)

Out-of-State Travel

Agreement with Richard Stover

Production Contract with Music Theatre International

Signature Authorizations

Motion carried. (5 ayes) (Ms. Slocum abstained on Item IV-A-1-a-k)

In accordance with Board Policy 1040.1, the President has accepted the resignation of Mr. Lance Carlson, Executive Dean, Riverside School for the Arts, effective July 9, 2004, for career advancement, Ms. Maureen Chavez, Project Director, Developing Hispanic-Serving Institutions Title V Grant (MV), effective September 30, 2004, for personal reasons, Ms. Doris Mawn, Associate Professor, Medical Assisting, effective June 12, 2004, for retirement, Dr. Cheryl Roberts, Associate Professor, Early Childhood Studies, effective June 30, 2004, for retirement. Mr. Garv Semonella. Associate Communication, Professor, Speech effective June 30, 2004, for retirement and Ms. Dorothy (Chari) Wallace, Associate Professor, Business Administration, effective June 30, 2004, retirement. Ms. Lela Cormack. Instructional Department Specialist, effective August 31, 2004, for retirement, Ms. Elva Cortez, Student Financial Services Support Specialist, effective June 30, 2004, for career advancement, Ms. Pamela Heredia, Director, Foster Care and Independent Living Skills, effective June 30, 2004, for personal reasons, Mr. Johnson, Maintenance Mech/Specialty James Electrical, effective August 20, 2004, for retirement, Ms. Linda Johnson, Administrative Assistant, effective July 1, 2004, for retirement, Mr. Harold Lindner, Maintenance Manager, effective August 21, 2004, for retirement, Ms. Sharon Olejniczak, Instructional Department Specialist, effective August 31, 2004, for retirement, and Mr. Mark Raya, Maintenance Mech/Equipment Repair, effective June 30, 2004, for personal reasons.

Information

Separations

BOARD COMMITTEE REPORTS

Academic Affairs and Student Services

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the renewal of the agreement between Riverside Community College District – Early Childhood Development Center and Leader Services to provide Medi-Cal Administrative Activities (MAA) Claim Services to the District's Early Childhood Development Center from October 1, 2004 through September 30, 2005, and authorize the Vice President, Administration and Finance, to sign the agreement in which the District shall pay Leader Services 10% of all MAA funds received. Motion carried. (5 ayes)

Agreement with Leader Services – Medi-Cal Administrative Activities Program (MAA)

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

Approve the agreement with Luz Estrada to provide five in-service training workshops for Riverside County Foster and Relative Caregivers, in an amount not to exceed \$1,800, and authorize the Vice President, Administration and Finance, to sign the agreement. The dates of the workshops are February 7, March 20, April 3, May 15 and June 5, 2004;

Agreement with Luz Estrada

Approve the agreement with Elizabeth Hernandez-Falk to provide five in-service workshops for Riverside County Foster and Relative Caregivers, on February 21, March 6, April 17, May 1, and June 5, 2004, in an amount not to exceed \$1,800, and authorize the Vice President, Administration and Finance, to sign the agreement;

Agreement with Elizabeth Hernandez-Falk

Approve the agreement with Cheewa James to provide a conference for Riverside County Foster and Relative Caregivers, on June 5, 2004, in an amount not to exceed \$2,300 and authorize the Vice President, Administration and Finance, to sign the agreement;

Agreement with Cheewa James

Approve the agreement with Rose Marie

Agreement with Rose Marie

Wentz to provide a conference for Riverside County Foster and Relative Caregivers, on May 8, 2004, in an amount not to exceed \$3,200, and authorize the Vice President, Administration and Finance, to sign the Agreement.

Motion carried. (5 ayes)

Ms. Slocum, seconded by Mr. Takano, moved that the Board of Trustees approve the suggested revisions to Regulations 5050 that ensure RCCD is in compliance with Title V State Regulations. Motion carried. (5 ayes)

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve these revisions to Regulations 6066. Motion carried. (5 ayes)

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees approve the revisions to Regulations 6091. Motion carried. (5 ayes)

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees approve the new affiliation agreement with Central City Lutheran Mission, dba: H Street Clinic, to provide clinical facilities for nursing students, and authorize the Vice President, Administration and Finance, to sign the agreement. The term of this contract is August 11, 2004 through August 10, 2006, and has no financial impact to the District. Motion carried. (5 ayes)

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the agreement with the County of Riverside, on behalf of the Sheriff's Department, for renewal of an existing agreement for use of office space, classroom and laboratory

Wentz

Revised Regulations for Grading Standards – Policy and Regulations 5050 – Second Reading

Revised Policy and Regulations for Probation and Dismissal – Policy and Regulations 6066 – Second Reading

Revised Regulations for Matriculation Title V – Policy and Regulations 6091 – Second Reading

Proposed (New Affiliation Agreement) Affiliation Agreement for Nursing Students, Central City Lutheran Mission, dba: H Street Clinic

Agreement – County of Riverside Sheriff's Department for Ben Clark Public Safety Training Center facilities at Ben Clark Training Center for teaching public safety classes. The term of the contract is July 1, 2004 through June 30, 2005. The fee shall be \$1.53 per student contact hour, up to a maximum of 350,000 hours, and authorize the Vice President, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the renewal of the Appel Company Aloha Field-Service Maintenance Agreement, and authorize the Vice President, Administration and Finance, to sign the agreement for the use and maintenance of Aloha P.O.S. (point of sale) Hardware System at the Riverside Community College Culinary Academy. The term of the contract is July 1, 2004 through June 30, 2005, and the fee shall be \$965.00. Motion carried. (5 ayes)

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the renewal of the existing Appel Company Aloha Field-Service Maintenance Agreement (AFSMA) for the use of software support service for the Aloha Table Service and Aloha Credit Card software package(s), and authorize the Vice President, Administration and Finance, to sign the agreement. The term of the contract is August 17, 2004 through June 30, 2005, and the fee shall be \$788.71. Motion carried. (5 ayes)

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees approve the Murray's Hotel and Restaurant Supply Company, Inc. Design Agreement to include the preparation of floor plan designs for possible remodel of the Culinary Academy, and authorize the Vice President, Administration and Finance, to sign the agreement. The term of the agreement is July 8, 2004 through June 30, 2005, and requires a non-refundable deposit of \$1,500;

Appel Company Aloha Field-Service Maintenance Agreement (AFSMA)

Appel Company Aloha Help Desk Agreement (AHDA)

Murray's Hotel and Restaurant Supply Company, Inc. Design Agreement Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees, approve the renewal of the agreement with Mobile Modular to lease the Early Childhood Studies modular unit for Riverside Campus faculty, teachers and staff at a cost of \$4,021.32, paid by grant funding, from July 1, 2004 to June 30, 2005, and authorize the Vice President, Administration and Finance, to sign the Agreement;

Renewal of Lease Agreement with Mobile Modular Management Corporation

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the Memorandum of Understanding in the amount of \$687,570, between Riverside Gateway to College Early College High School (ECHS) and Riverside Community College District for the time frame of August 11, 2004 through June 30, 2005, and authorize the Vice President, Administration and Finance, to sign the Memorandum of Understanding. Motion carried. (5 ayes)

Memorandum of Understanding (MOU) Between Riverside Gateway to College Early College High School (ECHS) and Riverside Community College District

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the continuing affiliation agreement with Hernandez Small Family Home to provide clinical facilities for nursing students, and authorize the Vice President, Administration and Finance, to sign the agreement. The term of this contract is September 12, 2004 through September 11, 2006. There is no financial impact to the District. Motion carried. (5 ayes)

Continuing Affiliation Agreement for Nursing Students, Hernandez Small Family Home

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees approve the agreement with Loma Linda University Medical Center for services by graduate residences to the District's Health Services for approximately 12 hours per week at \$60 per hour for a maximum of \$720 per week, or approximately \$25,200 for the term of the

Agreement – Loma Linda University Medical Center

contract, July 1, 2004 through July 31, 2005, and authorize the Vice President, Administration and Finance, to sign the contract. Motion carried. (5 ayes)

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees accept these revisions to Regulations 3080 for first reading. Motion carried. (5 ayes)

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the continuing affiliation agreement with Riverside Medical Clinic to provide clinical facilities for nursing students, and authorize the vice president, administration and finance, to sign the agreement. The term of this contract is September 1, 2004 through August 31, 2006 and has no financial impact to the District. Motion carried. (5 ayes)

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the agreement between CLOVER Enterprises, Inc. and RCCD, and authorize the Vice President, Administration and Finance, to sign the contract for help on an as needed basis to assist in conducting physical examinations of college athletes and providing trainer services. The fee for this agreement is \$25 per hour for an amount not to exceed \$4,100 for exams and \$7,250 for trainer services from July 1, 2004 and June 30, 2005. Motion carried. (5 ayes)

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees approve the Agreement between the Centers for Academic Programs Abroad, Inc. and the Riverside Community College District for Fall 2004 semester in Florence, Italy, and authorize the Vice President, Administration and Finance, to sign the agreement. There is no cost to the District. Motion carried.

Revised Regulations for Faculty Professional Growth – Policy and Regulations 3080 – First Reading

Continuing Affiliation Agreement for Nursing Students, Riverside Medical Clinic

Agreement – Physical Education Exams/Trainer

Agreement with Centers for Academic Programs Abroad, Inc. – Florence, Italy – Fall 2004 (5 ayes)

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the Agreement between the Centers for Academic Programs Abroad, Inc. and the Riverside Community College District for Spring 2005 semester in Oxford, England, and authorize the Vice President, Administration and Finance, to sign the agreement. There is no cost to the District. Motion carried. (5 ayes)

Agreement with Centers for Academic Programs Abroad, Inc. – Oxford, England – Spring 2005

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees approve the Agreement for Use of Facilities with 24 Hour Fitness Center for the purpose of providing college level physical education classes, at a cost of \$20 per hour, per class, from September 7, 2004 to June 8, 2005, and authorize the Vice President, Administration and Finance, to sign the Agreement. Motion carried. (5 ayes)

Planning and Development

Agreement for Use of Facilities, 24 Hour Fitness Center – Norco Campus

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees approve the Five-Year Capital Construction Plan for 2006-2010, and authorize their submission to the California Community Colleges Chancellor's Office. Motion carried. (5 ayes)

2006-2010 Five-Year Capital Construction Plan

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees ratify the Amendment to the Sublease Agreement with March Joint Powers Authority (MJPA), effective June 16, 2004, for the purpose of building additional parking spaces for the District's evening classes, at no additional cost, MJPA will give RCCD \$24,246.16 for this purpose, all other provisions of the agreement shall remain unchanged, and authorize the Vice President, Administration and Finance, to sign the Amendment. Motion carried. (5 ayes)

Amendment to Sublease Agreement with March Joint Powers Authority Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees ratify, effective July 12, 2004, the Amendment to the Agreement with Information Technology Solutions, LLC, to extend the term of the agreement to approximately July 31, 2004, with the provision that this date may be extended at the discretion of the Associate Vice President, Facilities, or his designee, without further written amendment to this agreement, and authorize the Vice President, Administration and Finance, to sign the amendment. Motion carried. (5 ayes)

Amendment to Agreement – Information Technology Solutions, LLC

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

Ms. Daley, seconded by Mr. Medina, moved that the Board of Trustees approve this agreement between Thuy Nguyen and Riverside Community College District for an amount not to exceed \$5,000, and authorize the Vice President, Administration and Finance, to sign it. Motion carried. (5 ayes)

Ms. Daley, seconded by Ms. Slocum, moved that the Board of Trustees approve entering into an Agreement for Services with Murdoch, Walrath and Holmes, from July 1, 2004 through June 30, 2005, and authorize the Vice President, Administration and Finance, to sign the Agreement. Motion carried (5 ayes)

Ms. Daley, seconded by Ms. Slocum, moved that the Board of Trustees reauthorize the \$100,000 interfund loan from the Unrestricted General Fund (Resource 100) to the Child Care Fund (Resource 3300), again at an interest rate equal to that received by the District on its short-term investments

Finance and Audit

Budget Development – Fund Balance Target – Proposed Board Policy 7080

Data Exchange Interface Service/Local SQL/Server Database Agreement

Agreement for Services – Murdoch, Walrath and Holmes

Interfund Loan – Proposed Reauthorization

with the Riverside County Treasurer, with said loan to be written off to Resource 1000 on or before June 30, 2005. Motion carried. (5 ayes)

Ms. Daley, seconded by Mr. Takano, moved that the Board of Trustees approve a 10% fee increase for the College's three child centers, and authorize the new fee to be implemented according to the accompanying fee schedule, effective October 1, 2004. Motion carried. (5 ayes)

Proposed Child Center Fee Increase

The Board received for information the minutes from the June 7, 2004 Academic Affairs and Student Services Committee, Planning and Development Committee, and Personnel and Labor Relations Committee meetings, the June 8, 2004 Finance and Audit Committee and Legislative Committee meetings, and the June 16, 2004 Finance and Audit Committee meeting.

Board of Trustees Committee Meeting Minutes

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

ACADEMIC SENATE REPORT

BUSINESS FROM BOARD MEMBERS

Proposed Recommendations for Appointments to Serve on the Bond Oversight Committee

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees approve the individuals selected by the ad hoc committee to serve on the Bond Oversight Committee: Representative: Business Virginia Blumenthal, Blumenthal Law Offices; Active Member of Senior Citizen Group: George Beloz, Ph.D., President, Greater Corona Hispanic Chamber of Commerce; RCC Student Organization/Student Club: Cynthia Urnetia, Moreno Valley Puente Program; Member of College Support Organization: Jamil Dada, Senior Financial Manager, Provident Financial Corporation; Member of San Bernardino and Riverside Counties Central Labor Council: Brian Unitt. Attorney, Holstein, Taylor, Unitt and Law; At-Large Community Member: Dr. Horace Jackson, Retired School Administrator. Motion carried. (5 ayes)

The Board adjourned to closed session at 9:35 p.m., for personnel, pursuant to Government Code Section 54957, to confer with counsel, agency designed representative: Brad Neufeld, unrepresented employee: President, recommended action: to be determined.

CLOSED SESSION

The Board reconvened to open session at 10:44 p.m., announcing the following action:

RECONVENEMENT

Mr. Takano, seconded by Ms. Daley, moved that the Board of Trustees approved a new employment agreement between the District and Salvatore G. Rotella, extending the term to June 30, 2008, which includes a salary increase equal to the same percentage that the faculty bargaining unit received. Motion carried. (5 ayes)

The Board adjourned the meeting at 10:45 p.m.

ADJOURNMENT

Effective Salary

RIVERSIDE COMMUNITY COLLEGE DISTRICT **HUMAN RESOURCES**

Report No.: IV-A-1-a Date: September 16, 2004

Subject: Academic Personnel

1. Appointments

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

It is recommended that the following appointments be ratified/approved:

a. Management

			Litective	Sarar y
	<u>Name</u>	<u>Position</u>	Date	<u>Placement</u>
*	Deborah DiThomas	Associate Vice President, Student Services	09/17/04	19.5
*	Linda Lacy	Vice President, Student Services/Operations	09/17/04	21.2
	Susan Mills	Associate Vice President, Institutional	09/01/04	19.5
		Effectiveness		

b. Long-Term, Temporary Assignment, Academic Year 2004-05

<i>C</i> , 1	,	Effective	Salary
<u>Name</u>	<u>Position</u>	Date	<u>Placement</u>
Daniel Bernier	Chemistry Instructor (Riverside)	08/26/04	H-2
Thatcher Carter	English Instructor (Riverside)	08/26/04	H-6
Damianita Dyogi	Nursing Instructor (Riverside)	08/31/04	E-8
Mary Flyr	Early Childhood Studies Instructor (Riverside)	08/26/04	H-6
Robert Fontaine	Emergency Medical Services Inst. (MoVal)	08/26/04	E-6
Mike Javanmard	Economics Instructor (Riverside)	08/26/04	C-3
Fen Johnson	Mathematics Instructor (Moreno Valley)	08/26/04	C-6
Jasminka Knecht	Music Instructor (Riverside)	08/26/04	C-6
Matthew Murray	English Instructor (Riverside)	08/26/04	H-6
I-Ching Tsai	Music Instructor (Riverside)	08/26/04	G-3

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

At the meetings of June 16/August 10, 2004, the Board of Trustees approved extra-curricular assignments for the 2004-05 academic year. It is recommended the Board of Trustees approve revisions to these assignments as follows:

<u>Name</u>	<u>Activity</u>
Leticia Argaez	Assistant Soccer Coach (replacing Jennifer Darr)
Bethany Fowles	Assistant Volleyball Coach (replacing Angela Schubmehl)
Jasminka Knecht	Director, Performing Arts (replacing Carol Quin)
John Smith	Head Basketball Coach

Report No.: IV-A-1-a Date: September 16, 2004

Subject: Academic Personnel

1. Appointments – cont.

d. Coordinator Assignment, Academic Year 2004-05

At the meeting of June 16, 2004, the Board of Trustees approved coordinator assignments for the 2004-05 academic year. It is recommended the Board of Trustees approve revisions to these assignments as follows:

<u>Name</u> <u>Activity</u>

Susan Mills Assessment (rescind appointment)

e. Department Chair Assignments, Academic Year 2004-05

At the meetings of June 16/August 10, 2004, the Board of Trustees approved department chair assignments for the 2004-05 academic year. It is recommended the Board of Trustees approve revisions to these assignments as follows:

Incumbent	Stipend %				
Performing Arts Department					
Rita Chenoweth (replacing Carol Quin)	$33^{1/3}$				
Charles Richard	$33^{1/3}$				
David Nelson	$33^{1/3}$				
Physical Science Department					
Scott Blair (replacing Mehegan/O'Neil)	100				
Humanities & Social Sciences Department					
Karin Skiba	80				
Carol Farrar	20				
	Rita Chenoweth (replacing Carol Quin) Charles Richard David Nelson Scott Blair (replacing Mehegan/O'Neil) Timent Karin Skiba				

f. Atypical Teaching Assignments, Fall Semester 2004

<u>Credential</u>	<u>Subject</u>
Standard Secondary	Mathematics
CC Instructor	Physical Education
CC Instructor	Economics
CC Instructor	Speech/English
Standard Secondary	Spanish
Standard Secondary	English
	Standard Secondary CC Instructor CC Instructor CC Instructor Standard Secondary

g. Part-Time Faculty, Hourly Assignments, Fall Semester 2004 The individuals specified on the attached list. Report No.: IV-A-1-a Date: September 16, 2004

Subject: Academic Personnel

1. Appointments – cont.

h. Child Development Center, Hourly Employees, Fall Semester 2004

Name Position

Zana Kleveno Early Childhood Master Teacher, Hourly Wendy Murphy Early Childhood Master Teacher, Hourly Jessica Pulido Preschool Associate Teacher, Hourly

i. Part-Time Faculty, Hourly Assignments, Summer Intersession 2004 The individuals specified on the attached list.

j. Special Assignments

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

2. Management Title Change

It is recommended the Board of Trustees change Dr. R.Lyn Green's title from Associate Dean, Governmental Relations to Associate Dean, Governmental Relations, Grants and Contracts, effective September 16, 2004, with not change in salary placement.

3. Salary Placement Adjustment

At the meeting of August 10, 2004, the Board of Trustees approved the long-term temporary appointments of the following faculty members. The employees have provided additional verification of experience that will affect their salary placement.

It is recommended the Board of Trustees approve the adjustment of salary placement for the faculty members listed below, effective during the 2004-05 academic year.

<u>Name</u>	<u>From</u>	<u>To</u>
Frank Marfai	C-4	C-5
Miguel Reid	C-5	C-6

4. Separations

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

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

		Last Day of	
<u>Name</u>	<u>Title</u>	Employment	Reason
Mike Churchill	Assoc. Prof., Physical Education	08/26/04	Retirement
Tommie Vitzelio	Project Director, Hispanic-Serving	08/31/04	Personal
	Institutions Title V Grant (Norco)		

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NAME SUBJECT

Aandahl, Larry Air Conditioning and Refrigeration

Adams, Greg Emergency Medical Services
Adling, Robert Computer Information Systems

Aguilar, Jairo Mathematics

Aguilera, Adolfo Physician Assistant

Al Nazzal, Lamies Mathematics

Aldridge, Lola Physician Assistant

Allen, John Emergency Medical Services

Almasy, Corey Physical Education

Almy, Janice Reading
Anderson, Robert English
Anemelu, Victoria Mathematics
Arct, Michael Microbiology

Assumma, Frank Amdinistration of Justice

Babcock, Todd Physical Education

Barber, Keri English Beach, Joshua English

Bednarczyk, Denise Physical Education

Beeler, Tim Emergency Medical Services
Behr, Richard Amdinistration of Justice

Beyersdorf, Matthew English Bierich-Shahbazi, Jennifer German

Bolowich, Hans Emergency Medical Services

Bosworth, Brian Architecture Brooks, Jonathan Sociology Brown, Amelia English

Brown, Michelle Physical Education

Burns, Tamara Guidance
Byun, James Mathematics
Campbell, Dorman Reading

Case, Adam Emergency Medical Services
Chasteen, Dorothy Healthcare Technician
Ciccone, Casey Amdinistration of Justice

Clements, Kristen Fire Technology

Clingempeel, Harry Computer Information Systems

Coleman, Sean Medical Assisting

Collier, Steven Computer Information Systems

Collins, Georgi Nursing

Cook, Jana Amdinistration of Justice
Copeland, Jeffrey Emergency Medical Services
Coryell, Jon Emergency Medical Services

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NAME SUBJECT

Creech, Sandra English

Creed, Lorri Amdinistration of Justice

Creeden, Catherine Guidance

Crosby, Dennis Computer Information Systems

Dail, James English

Davis, Scott Emergency Medical Services
Davis, Stanley Senior Citizen Education

Dawson, Clarence History
Deslauriers, Matthew Anthropology
Deyo, Bryan Fire Technology

Diaz, Steven Emergency Medical Services

Dohr, Michael History
Donovan, Carole Nursing
Dougherty, John Mathematics

Duncan, Terry Emergency Medical Services

Ellis, Douglas Geology

Finfrock, Douglas
Fleming, Michael
Foley, Timothy
Fonseca, Robert

Physical Education
Physical Education
Physician Assistant

Freim, Nicole English

Friedman, Diana Computer Information Systems Gemende, Margarita Amdinistration of Justice

Green, Robin Nursing

Hall, Christie

Harold, Ryan

Harris, Alex

Senior Citizen Education

Emergency Medical Services

Amdinistration of Justice

Hartmann, Adam English

Hartnett, Jess Emergency Medical Services

Hewitt, Edwin Graphics Technology
Hill, Dianne Physical Education
Ho, Hai Physician Assistant
Hopkins, James Amdinistration of Justice

Hubenko, Alice Mathematics Indermuehle, Denise Nursing

Jeremiah, Steven Emergency Medical Services

Johnson, Thadeus Physical Education Johnstone, Lori Paralegal Studies

Jones, Merchell Amdinistration of Justice

Jorgensen, Judy Architecture

Joseph, Eugene Anatomy and Physiology

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NAME SUBJECT

Karlsen, Thomas Speech Communication

Kaye, Jeremy English Keith, Thomas Philosophy

Kenney, Marilyn Office Administration

Knaff, Devorah Anthropology

Kramer, Gigi Emergency Medical Services

Lafaurie, Delia Sociology
Lam, Holly Mathematics
Landry-Taylor, Lisa Physician Assistant
Lenoir, Leticia Dental Hygiene

Leon, Chris Emergency Medical Services

Leuschen, Carla Nursing

Lewis, Lisa Physical Education

Locke, Sheila Music

Loya, Jason Fire Technology Marshall, Blossom Physical Education

Martin, Gregory Marketing

Martin, Wilfred Physical Education

McCarthy, LouisComputer Information SystemsMcClain, SteveComputer Information Systems

McCrary, Denise Human Services

McDaniel, Keith Emergency Medical Services

McDonald, Karen Architecture

McFarlin, Dorothy Office Administration

McKindley, Judith Emergency Medical Services
Miller, Christopher Emergency Medical Services

Miller, Robert Physician Assistant

Moe, Carol English

Moker, Richard Amdinistration of Justice Montemayor, Juan Office Administration

Moore, Christina Chemistry

Moore, Wallace
Mulhall, Michael
Mullins, Brian
Emergency Medical Services
Computer Information Systems

Nielsen, Andrew
Ogunwole, John
Oliva, Deborah
Page, Jennifer

Law Enforcement
Physician Assistant
Amdinistration of Justice
Speech Communication

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NAME SUBJECT

Perez, David English

Perez, Leonardo Physician Assistant

Pinson, John English

Pirch, Richard Computer Information Systems
Price, Patrick Emergency Medical Services
Prince, Gary Computer Information Systems
Pritchard, Randy Emergency Medical Services
Rainey, Arthur Computer Information Systems

Reh, Michael Physical Education
Reifschneider, Linda Business Administration

Reina, Dorothy History

Renaud, Jeffrey Computer Information Systems Reynaud, Michael Emergency Medical Services

Reynolds, Vanessa Physician Assistant

Ricard, Ronald Computer Information Systems Richmond, Daniel Emergency Medical Services

Ries, Richard Mathematics

Robles, Magdalena Emergency Medical Services

Rudisill, Amanda Theater Arts Saadat, Ali Mathematics

Sabet, Mark Computer Information Systems Sandidge, Joshua Emergency Medical Services

Schaffer, Daniel Theater Arts

Smith, James Anatomy and Physiology

Smyth, PamelaEnglishSnead, TimothyPhilosophySnitker, NicoleDental HygieneStadick, KarenCosmetology

Steele, Loretta Computer Information Systems

Sullivan, Matthew Theater Arts Sundstrom, Linda Management

Talbert, Carmen Office Administration

Tarantino Phillipsen, Cheryl Italian

Tate, Curtiss Emergency Medical Services
Thomas, Wendy Amdinistration of Justice
Titterud, Joel Computer Information Systems

Tramel, Janice Physician Assistant

Tran, Victor Mathematics
Truttman, Leo Chemistry
Vega, Eric Sociology

Vincent, William Amdinistration of Justice

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<u>NAME</u> **SUBJECT**

Weems, Justin **Emergency Medical Services** Amdinistration of Justice Whitt, Ronald **Emergency Medical Services** Wilde, Sean

Williams, Dave Physician Assistant

Emergency Medical Services Wu, Elva **Emergency Medical Services** Wu, Stephen

Yoon, Choon Music

York, Wayde **Emergency Medical Services**

Zapata, Valarie English Zeeb, John Psychology Part-Time Faculty Hourly Assignments Summer Intersession 2004 Board Report IV-A-1-a-1i September 16, 2004 Page 1 of 1

NAME SUBJECT

Giglio, Kathleen Cosmetology

Harold, Ryan Emergency Medical Services
Hartnett, Jess Emergency Medical Services
Jeremiah, Steven Emergency Medical Services

Jones, Patricia Guidance

Kilday, Craig Administration of Justice
Kramer, Gigi Emergency Medical Services
Leon, Christopher Emergency Medical Services

Marsh, Rebecca English

Mawn, Doris Medical Assisting

McConville, Jennifer Administration of Justice
McDaniel, Keith Emergency Medical Services

Miller, Robert Physician Assistant

Murphy, Dennis Emergency Medical Services
Myrin, Britta Emergency Medical Services
Nace, Julie Emergency Medical Services

Nelson, Wilma Cosmetology Smith, John Physical Education English Department – Norco (Summer 2004)

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

Bonnie Pavlis – Total amount to be paid not to exceed 6.25 hours Sheryl Tschetter – Total amount to be paid not to exceed 8 hours

Title V – MVC (Fall 2004)

Involvement with the project includes serving on Task Force Committee, assisting in development of learning communities and working wit local high school faculty.

Dan Clark – Total amount to be paid not to exceed \$500

Jose Duran – Total amount to be paid not to exceed \$500

George Gage – Total amount to be paid not to exceed \$500

Susan Ingham – Total amount to be paid not to exceed \$500

Open Campus (Summer 2004)

Stipend for use of online materials.

Lewis Hall – Total amount to be paid not to exceed \$200

Kristina Kauffman – Total amount to be paid not to exceed \$200

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

Judy Perhamus – Total amount to be paid not to exceed \$200

Robert Prior – Total amount to be paid not to exceed \$200

Carol Quin – Total amount to be paid not to exceed \$200

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

Ford ASSET Program (September 16, 2004 – June 20, 2005)

I-Team development for the Ford ASSET Program; to develop and institutionalized integrated technical education and academics model (I-Team) for the program. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Sharon Gillins – Total amount to be paid not to exceed 65.5 hours

Customized Training – City of Corona (August 3 – December 31, 2004)

Leadership Academy and Stress Reduction; Compensation at Group 3, Step 3 of the Faculty Hourly Salary Schedule.

Ron Pardee – Total amount to be paid not to exceed \$800

Puente Program (Spring 2004)

Fulfilling program responsibilities: meeting with students, working with mentors, planning extracurricular activities for Puente students, meeting with Puente counselor and other RCCD staff. Compensation at Group 3, Step 3 of the Faculty Hourly Salary Schedule.

Joe Anguiano – Total amount to be paid not to exceed 54 hours

Anna Marie Amezquita – Total amount to be paid not to exceed 54 hours

Sheryl Tschetter – Total amount to be paid not to exceed 54 hours

Gear Up/Passport Plus (2004-05 Academic Year)

Services provided under Gear Up/Passport Plus for the English Articulation Project.

Brit Osgood-Treston – Total amount to be paid not to exceed \$1,500

Christine Sandoval – Total amount to be paid not to exceed \$1,500

Screening and Interviewing Committee (Summer Intersession 2004) Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Fabian Biancardi – Total amount to be paid not to exceed 5 hours
Peter Boelman – Total amount to be paid not to exceed 14 hours
Sharon Crasnow – Total amount to be paid not to exceed 15 hours
Arend Flick – Total amount to be paid not to exceed 15 hours
Dariush Haghighat – Total amount to be paid not to exceed 17 hours
Ted Knipe – Total amount to be paid not to exceed 15.5 hours
Deobrah Makin – Total amount to be paid not to exceed 17 hours
Jan Schall – Total amount to be paid not to exceed 12.5 hours
Ward Schinke – Total amount to be paid not to exceed 17 hours

RIVERSIDE COMMUNITY COLLEGE DISTRICT HUMAN RESOURCES

Report No.: IV-A-1-b Date: September 16, 2004

Subject: Classified Personnel

1. Appointments

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

a. District

	Effective		
<u>Position</u>	Date	<u>Salary</u>	<u>Action</u>
Student Services Specialist	09/17/04	17-1	Appointment
Student Services Technician	09/17/04	16-1	Appointment
Human Resources Specialist II	09/17/04	10-6	Promotion
		(Conf)	
Academic Evaluation Specialist	09/17/04	19-2	Promotion
Student Services Technician	09/17/04	16-2	Transfer
(full-time, 100%)			
Student Services Technician	09/17/04	16-1	Appointment
(part-time, 50%)			
IDS (Cosmetology)	09/17/04	17-5	Transfer
	Student Services Specialist Student Services Technician Human Resources Specialist II Academic Evaluation Specialist Student Services Technician (full-time, 100%) Student Services Technician (part-time, 50%)	Position Student Services Specialist O9/17/04 Student Services Technician Human Resources Specialist II O9/17/04 Academic Evaluation Specialist Student Services Technician O9/17/04 (full-time, 100%) Student Services Technician O9/17/04 (part-time, 50%)	PositionDateSalaryStudent Services Specialist09/17/0417-1Student Services Technician09/17/0416-1Human Resources Specialist II09/17/0410-6Academic Evaluation Specialist09/17/0419-2Student Services Technician09/17/0416-2(full-time, 100%)16-1Student Services Technician09/17/0416-1(part-time, 50%)

b. Short Term

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

- c. Temporary As Needed Student Workers
 - Short-term appointments to serve on an hourly, as needed basis, as indicated on the attached list.
- d. Community Education Program Fall Semesters 2004

The following Professional Expert Presenters, indicated on the attached list, will present Community Education programs.

e. Special Project

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

Academic Affairs Administrative Intern (September 17, 2004 – December 31, 2004)* Marilyn Martinez-Flores – Total amount not to exceed \$2,851.20

"Tommy" (Summer Conservatory) (June 15, 2004 – August 4, 2004)

George W. Rodriguez – Total amount not to exceed \$1,200

Report No.: IV-A-1-b Date: September 16, 2004

Subject: Classified Personnel

2. Professional Growths

Whereas the Professional Growth Policy awards a professional achievement step of \$35 to be paid monthly to an employee who has completed 12 semester units of approved course work and \$40 to be paid to an employee who has completed 12 semester units of approved job related course work, for a maximum of seven achievement steps to be earned by each employee, upon the recommendation of the Professional Growth Committee and subject to final approval by the Board of Trustees;

Therefore, it is recommended the Board of Trustees approve a professional growth achievement step for the following classified employees, in accordance with the Professional Growth Policy, effective October 1, 2004:

<u>Name</u>	<u>Title</u>	<u>Step</u>
Cynthia Acosta	Counseling Clerk III	1@\$40
Brian Brautigam	Adaptive Tech-Alternate Media Support Coordinator	1@\$40
Michelle Davila	Secretary IV	4@\$40
Marilyn Kenney	Instructional Department Specialist	7@\$40
Bonnie Perry	Secretary IV	1@\$35
Steven Purdy	Student Financial Services Analyst	1@\$40
Garth Schultz	Adaptive Technology Specialist	4@\$35 & 5@\$35
Sharisse Smith	Educational Advisor	2@\$40

3. Reclassification of Classified Management Position

It is recommended the Board of Trustees approve the reclassification of the following management position, effective September 17, 2004:

<u>Incumbent</u>	Current Title and Salary	<u>Title and Proposed New Salary</u>
Virginia MacDonald	Executive Assistant to the	Executive Assistant to the
	President and Chief of Staff	President and Chief of Staff
	Range: 19.9	Range: 20.5

4. Reclassification of Bargaining Unit Positions in Nursing Education

It is recommended the Board of Trustees approve the reclassification of the following bargaining unit positions in Nursing Education, due to restructuring, effective September 17, 2004:

<u>Incumbent</u>	Current Title and Salary	Proposed New Title and Salary
Sandra Hakenson	Clerk Typist	Nursing Skills Laboratory Technician
	Range: 13-3	Range: 15-3
Cynthia Ortiz	Admissions Clerk III	Nursing Enrollment Technician
	Range: 16-4	Range: 16-4

Report No.: IV-A-1-b Date: September 16, 2004

Subject: Classified Personnel

5. Military Leave

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

It is recommended the Board of Trustees approve/ratify leave for military reserve duty for Mr. Anthony Rizo, classified employee, for the period of August 25, 2004 through September 10, 2004 (a total of 12 working days). Mr.Rizo meets the college service requirements of these code sections.

6. Administrative Leave With Pay for Classified Manager

It is recommended the Board of Trustees approve/ratify an administrative leave with pay for Donna Clark, Payroll Manager, retroactive to August 9, 2004 through October 31, 2004.

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

It is recommended the Board of Trustees approve/ratify a request for leave under the Federal Family and Medical Leave Act of 1993, not to exceed the maximum allotment of 12 weeks (480 hours), for Irene Reyes, Community Education Clerk, retroactive to September 1, 2004.

8. Request for Child Care Leave

It is recommended the Board of Trustees approve/ratify a request for child care leave, not to exceed the maximum allotment of 12 months, for classified employee Howaida Al-Ali, retroactive to August 1, 2004 through February 4, 2005.

9. Request to Adjust Classified Management Employee's Appointment

At its meeting of August 10, 2004, the Board of Trustees approved the appointment of Mr. Jason Siegel, Director of Middle College High School Program, effective August 9, 2004. The correct appointment date should be August 1, 2004.

It is recommended the Board of Trustees approve the adjustment of Mr. Siegel's appointment date to reflect August 1, 2004.

Report No.: IV-A-1-b Date: September 16, 2004

Subject: Classified Personnel

10. Non-Continuance of Categorical Funds for Grant Project Assistant Position*

Board Policy 1040 authorizes the President, or designee, to determine college staffing, subject to final approval by the Board of Trustees, the position of Grant Project Assistant, held by Lisette Torres, is no longer needed due to non-continuance of categorical funds;

It is recommended that the Board of Trustees approve the reduction in staffing by one, through the elimination of the Grant Project Assistant position, placing Ms. Torres on Administrative Leave Without Pay, effective Thursday, September 16, 2004 through Monday, November 1, 2004 to allow for the 45-day notice required by law [Education Code 88017(b)].

11. Separations

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

<u>Name</u>	<u>Position</u>	Effective Date	<u>Reason</u>
Donna Clark	Payroll Manager	10/31/04	Personal
Maria Diaz Gomez	Clerk Typist (Title V)	08/31/04	Personal
Sharon Hill	Clerk Typist (Title V)	08/31/04	Personal
Robin Hughes	Secretary I (p/t, 50%)	09/03/04	Personal
Vonetta Mixson	Secretary III	08/24/04	Personal
Kacy Norlin	Student Services Technician	09/02/04	Personal
Patricia Platner	Accounts Payable Specialist	08/30/04	Retirement
Michelle Ramirez	Student Financial Services Support	08/19/04	Personal
	Specialist (p/t, 47.5%)		
Michael Sullivan	Culinary Assistant/Clerk	08/13/04	Personal

Report No.: IV-A-1	Date: September 16, 2004
Subject: Classified Personnel	
Submitted by:	Transmitted to the Board by:
Rosella Q. Marilao Associate Vice President, Human Resources	Salvatore G. Rotella President
Concurred by:	
Ray Maghroori Vice President, Academic Affairs	
James L. Buysse Vice President, Administration and Finance	
Linda Lacy Interim Vice President, Student Services	
Brenda Davis Provost, Norco Campus	
Richard Tworek Provost, Moreno Valley Campus	

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES EMPLOYED AS NEEDED

			Salary
<u>Name</u>	<u>Position</u>	Effective Date	<u>Placement</u>
Todd Babcock	Clerical Substitute	08/23/04-06/30/05	19-1
Pamela Carnahan	Clerical Substitute	07/26/04-06/30/05	8-1 (Conf)
Geraldine Renner	Clerical Substitute	08/30/04-06/30/05	16-1
Guido Sendowsky	Clerical Substitute	09/06/04-06/30/05	19-1
Emile Hurd	Custodian Substitute	07/01/04-06/30/05	13-1
Marlene Perez	Custodian Substitute	07/01/04-06/30/05	13-1
Harold Lindner	Maintenance Mechanic Sub	ostitute 08/23/04-06/30/05	20-1

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

			Salary
Name	<u>Position</u>	Effective Date	<u>Policy 4035</u>
John Smith	Coaches, Summer Activities	08/16/04-09/01/04	17.54/hour
Harmony Bolden	Community Service Officer	09/01/04-06/30/05	10.00/hour
Timothy Lybbert	Community Service Officer	08/15/04-06/30/05	10.00/hour
Carmen Payne	Community Service Officer	08/09/04-06/30/05	10.00/hour
Ronald Reise	Community Service Officer	09/01/04-06/30/05	10.00/hour
Dustin Smith	Community Service Officer	07/01/04-06/30/05	10.00/hour
Raymond Verdugo	Community Service Officer	07/01/04-06/30/05	10.00/hour
Erica Lumpkin	Computer Technician	08/09/04-06/30/05	10.00/hour
Eric Albert	Evaluator, Admin.of Justice	08/02/04-06/30/05	10.00/hour
X7	F 10	00/01/04 06/00/05	0.004
Yvonne Hernandez	Food Service Assistant	09/01/04-06/30/05	9.00/hour
Ivy Thompson	Food Service Assistant	09/01/04-06/30/05	9.00/hour
C D-1: 1-	Count Facilitates	00/01/04 06/20/05	40.00/1
George Pulido	Grant Facilitator	09/01/04-06/30/05	40.00/hour
Madelyn Warner	Grant Facilitator	08/27/04-06/30/04	40.00/hour
Nicholas Cmallay	Instructional Aide I	08/10/04-06/30/05	6.75/hour
Nicholas Smalley	Instructional Aide I	08/10/04-00/30/03	0.73/110uf
Maria Cabasan	Instructional Aide II	08/01/04-06/30/05	7.25/hour
Jorge Marquez	Instructional Aide II	09/01/04-06/30/05	7.25/hour
Urvinee Solanki	Instructional Aide II	09/01/04-06/30/05	7.25/hour
Karim Tartoussia	Instructional Aide II	09/01/04-06/30/05	7.25/hour
	11100 11	37, 31, 31, 30, 20, 30	, .25, Hour

$\frac{\text{EMPLOYED AS NEEDED}}{\text{SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES}} \\ \frac{\text{BOARD POLICY 4035} - \text{CONT.}}{\text{CONT.}}$

			Salary
Name	Position Position	Effective Date	<u>Policy 4035</u>
Brady Arrington	Interpreter I	08/24/04-06/30/05	11.00/hour
,	•		
Matt Marquis	Interpreter II	08/20/04-06/30/05	15.00/hour
-	-		
Francisco Castro	Laboratory Aide II	09/01/04-06/30/05	10.00/hour
Joseph Pickett	Laboratory Aide II	09/01/04-06/30/05	10.00/hour
Seanna Baldwin	Lifeguard IV	07/01/04-08/20/04	8.00/hour
Cynthia Penteado	Lifeguard IV	08/01/04-08/20/04	8.00/hour
Kami Wilson	Lifeguard VI	07/01/04-08/20/04	9.00/hour
Harold Lindner	Maintenance Assistant	08/23/04-06/30/05	16.00/hour
Jeanne Bufalino	Matriculation Assistant I	08/09/04-06/30/05	9.00/hour
Maria Diegelman	Office Assistant I	08/23/04-06/30/05	9.00/hour
Yxstian Gutierrez	Office Assistant I	08/01/04-06/30/05	9.00/hour
Alissa Nemnich	Office Assistant I	08/23/04-06/30/05	9.00/hour
Gabriel Segura	Office Assistant I	09/01/04-06/30/05	9.00/hour
Jacqueline Terriquez	Office Assistant I	08/01/04-06/30/05	9.00/hour
Sylvia Tolang	Office Assistant I	08/23/04-06/30/05	9.00/hour
Vanessa Vasquez	Office Assistant I	08/23/04-06/30/05	9.00/hour
Lynn Baldridge	Office Assistant II	08/16/04-06/30/05	10.50/hour
Courtney Callus	Office Assistant IV	07/01/04-12/31/04	14.00/hour
Shannon Restifo	Office Assistant IV	07/01/04-06/30/05	14.00/hour
TOIL A.I.	0.00	00/16/04 06/20/05	7.004
Theresa Alcaraz	Office Clerk	08/16/04-06/30/05	7.00/hour
Pedro Arballa	Office Clerk	07/01/04-06/30/05	7.00/hour
Richard Luna	Office Clerk	08/01/04-06/30/05	7.00/hour
A 1 C :		00/01/04 06/20/05	7.504
Ambar Garcia	Operations Clerk	08/01/04-06/30/05	7.50/hour
Nishad Marathe	Operations Clerk	08/01/04-06/30/05	7.50/hour
Dobno Almanist	Dagistanad Nunsa I	00/01/04 06/20/05	20.00/hay
Debra Almquist	Registered Nurse I	09/01/04-06/30/05 09/01/04-06/30/05	30.00/hour 30.00/hour
Lenetta Chambers	Registered Nurse I		30.00/nour 30.00/hour
Mildred Cooper	Registered Nurse I	09/01/04-06/30/05 09/01/04-06/30/05	30.00/nour 30.00/hour
Candice Piper	Registered Nurse I	U7/U1/U4-U0/3U/U3	30.00/110uf

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

			Salary
<u>Name</u>	<u>Position</u>	Effective Date	<u>Policy 4035</u>
Judith Allen	Registered Nurse III	09/01/04-06/30/05	35.00/hour
Rhonda Emerson	Registered Nurse III	09/01/04-06/30/05	35.00/hour
Mary Fehn	Registered Nurse III	09/01/04-06/30/05	35.00/hour
Ilene Pitruzzello	Registered Nurse III	09/01/04-06/30/05	35.00/hour
AnnMarie Valadez	Registered Nurse III	09/01/04-06/30/05	35.00/hour
Lynn Vogel	Registered Nurse III	09/01/04-06/30/05	35.00/hour
Frances Davis	Registered Nurse IV	09/01/04-06/30/05	45.00/hour
Bryan Van Gorder	Role Player	08/01/04-06/30/05	6.75/hour
Brian Yun	Role Player	08/01/04-06/30/05	6.75/hour
Yohannes Belaineh	Tutor II	09/01/04-06/30/05	8.00/hour

EMPLOYED AS NEEDED SALARY SCHEDULE FOR EXTRA-CURRICULAR ACTIVITIES

Name Joseph Huff	Position Assistant Basketball Coach	Effective Date 08/15/04-06/30/05	<u>Stipend</u> \$3,219
Bethany Fowles	Assistant Volleyball Coach VOLUNTEERS BOARD RESOLUTION 10-	08/15/04-01/30/05 97/98	\$2,915
Name Norlbrte Montoya Iven Schuyler Oscar Verdusco	Department Applied Tchnoloay Applied Technology Applied Technology	Effective Da 09/02/04-12/ 09/01/04-12/ 09/01/04-12/	19/04 18/04
Rudy Arguelles Jr. Randy Brooks Henry Citarella Jr. Henry Citarella Sr. Greta Cohen Michelle Davila David Domagalski Chris Fleming Richard Hubbard	Athletics	09/11/04-12/ 09/11/04-12/ 09/11/04-12/ 09/11-04-12/ 09/11/04-12/ 09/11/04-12/ 09/11/04-12/ 09/11/04-12/	/30/04 /30/04 /30/04 /30/04 /30/04 /30/04

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<u>VOLUNTEERS</u> BOARD RESOLUTION 10-97/98 – CONT.

Name		<u>Department</u>	Effective Date
Ted Jackson		Athletics	09/11/04-12/30/04
Edward King		Athletics	09/11/04-12/30/04
Kristen King		Athletics	09/11/04-12/30/04
Christina Leon	[Athletics	09/11/04-12/30/04
Jeffrey Scherm	nerhorn	Athletics	09/11/04-12/30/04
Robert Tossett		Athletics	09/11/04-12/30/04
Acorda	Kyle	Culinary Academy	08/30/04 - 12/10/04
Ahumada	Ana	Culinary Academy	08/30/04 - 12/10/04
Aleman	Joe	Culinary Academy	08/30/04 - 12/10/04
Allen	James	Culinary Academy	08/30/04 - 12/10/04
Altopp	Emily	Culinary Academy	08/30/04 - 12/10/04
Amrich	Sarah	Culinary Academy	08/30/04 - 12/10/04
Anderson	Jacob	Culinary Academy	08/30/04 - 12/10/04
Anderson	Marlene	Culinary Academy	08/30/04 - 12/10/04
Anderson	Shamekia	Culinary Academy	08/30/04 - 12/10/04
Bailey	Ian	Culinary Academy	08/30/04 - 12/10/04
Baron	Arsineh	Culinary Academy	08/30/04 - 12/10/04
Becker	Carla	Culinary Academy	08/30/04 - 12/10/04
Bernabe	Elizabeth	Culinary Academy	08/30/04 - 12/10/04
Bondi	Jennifer	Culinary Academy	08/30/04 - 12/10/04
Bonilla	Tonya	Culinary Academy	08/30/04 - 12/10/04
Bottoni	Raul	Culinary Academy	08/30/04 - 12/10/04
Braniger	Amy	Culinary Academy	08/30/04 - 12/10/04
Brown	Lakin	Culinary Academy	08/30/04 - 12/10/04
Burt	Terese	Culinary Academy	08/30/04 - 12/10/04
Callahan	Kathryn	Culinary Academy	08/30/04 - 12/10/04
Carlin	Monica	Culinary Academy	08/30/04 - 12/11/04
Cedano	Dorothy	Culinary Academy	08/30/04 - 12/10/04
Crawford	Theophilus	Culinary Academy	08/30/04 - 12/10/04
De La Luz	Nickolas	Culinary Academy	08/30/04 - 12/10/04
Dean	Tracie	Culinary Academy	08/30/04 - 12/10/04
Delao	Rikki	Culinary Academy	08/30/04 - 12/10/04
Devino	Belinda	Culinary Academy	08/30/04 - 12/10/04
Dix	Lester	Culinary Academy	08/30/04 - 12/10/04
Eckel	Gail	Culinary Academy	08/30/04 - 12/10/04
Fierro	Alfred	Culinary Academy	08/30/04 - 12/10/04
Fontes	Randy	Culinary Academy	08/30/04 - 12/10/04
Garcia	Veronica	Culinary Academy	08/30/04 - 12/10/04
Gebelin	Susan	Culinary Academy	08/30/04 - 12/10/04
		VOLUNTEERS	

<u>VOLUNTEERS</u>

BOARD RESOLUTION 10-97/98 – CONT.

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Name		<u>Department</u>	Effective Date
Gibson	Brian	Culinary Academy	08/30/04 - 12/10/04
Glover	Shery	Culinary Academy	08/30/04 - 12/10/04
Gonzales	Gerardo	Culinary Academy	08/30/04 - 12/10/04
Gunaji	Devin	Culinary Academy	08/30/04 - 12/10/04
Halverson	Jena	Culinary Academy	08/30/04 - 12/10/04
Hanson	Desiree	Culinary Academy	08/30/04 - 12/10/04
Tiunson	Christophe	Cumary Meademy	00/30/04 12/10/04
Hartman	r	Culinary Academy	08/30/04 - 12/10/04
Hebert	Ovey	Culinary Academy	08/30/04 - 12/10/04
Hotchkiss	Daniel	Culinary Academy	08/30/04 - 12/10/04
Hylton	Myia	Culinary Academy	08/30/04 - 12/10/04
Ignacio	Reginald	Culinary Academy	08/30/04 - 12/10/04
Jackson	Denise	Culinary Academy	08/30/04 - 12/10/04
Johnson	Casey	Culinary Academy	08/30/04 - 12/10/04
Johnson	Cynthia	Culinary Academy	08/30/04 - 12/10/04
Kelley	Vickie	Culinary Academy	08/30/04 - 12/10/04
Langevin	Norma	Culinary Academy	08/30/04 - 12/10/04
Layvas	Ruben	Culinary Academy	08/30/04 - 12/10/04
Lee	Cheryle	Culinary Academy	08/30/04 - 12/10/04
Lewis	Kairi	Culinary Academy	08/30/04 - 12/10/04
Lopez	Eric	Culinary Academy	08/30/04 - 12/10/04
Mendez	Rene	Culinary Academy	08/30/04 - 12/10/04
Montgomery	Wennifer	Culinary Academy	08/30/04 - 12/10/04
Moore	Jonathan	Culinary Academy	08/30/04 - 12/10/04
Moore	Rhonda	Culinary Academy	08/30/04 - 12/10/04
Moreno	Lourdes	Culinary Academy	08/30/04 - 12/10/04
Nemecio	Oscar	Culinary Academy	08/30/04 - 12/10/04
Pastucha	Andrew	Culinary Academy	08/30/04 - 12/10/04
Petta	Jenny	Culinary Academy	08/30/04 - 12/10/04
Pradin	Catherine	Culinary Academy	08/30/04 - 12/10/04
Rashti	Mashaalah	Culinary Academy	08/30/04 - 12/10/04
Rocha	Kim	Culinary Academy	08/30/04 - 12/10/04
Rodriguez	Santos	Culinary Academy	08/30/04 - 12/10/04
Roth	Kelly	Culinary Academy	08/30/04 - 12/10/04
Schroeder	David	Culinary Academy	08/30/04 - 12/10/04
Sheppard	Jacqueline	Culinary Academy	08/30/04 - 12/10/04
Smith	Vincent	Culinary Academy	08/30/04 - 12/10/04
Souther	Cynthia	Culinary Academy	08/30/04 - 12/10/04
Souther	Evan	Culinary Academy	08/30/04 - 12/10/04
Stephan	Cornell	Culinary Academy	08/30/04 - 12/10/04
Tanijan	Mira	Culinary Academy	08/30/04 - 12/10/04
Vallejo	Paul	Culinary Academy	08/30/04 - 12/10/04
Verdugo-Lennon	Margot	Culinary Academy	08/30/04 - 12/10/04
		VOLUNTEERS	

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BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>		<u>Department</u>	Effective Date
White	Tammy	Culinary Academy	08/30/04 - 12/10/04
Wilson	Candice	Culinary Academy	08/30/04 - 12/10/04
Witt	Leah	Culinary Academy	08/30/04 - 12/10/04
Zayas	Armida	Culinary Academy	08/30/04 - 12/10/04
Murrell William		DSPS	09/01/04-12/31/04
Elena Guerreru		Nursing	06/14/04-08/05/04

DISTRICT FUNDS

NAME	POSITION	DEPARTMENT	DATE	RANGE
Aguilera, Lorraine	Student Worker	Admissions & Records - MOV	07/20/04	19-4
Akhtarkhavari, Joyce	Student Worker	TRIO Program - NOR	08/19/04	19-4
Arteaga, Violeta	Student Worker	Marketing - RIV	07/01/04	19-4
Baker, Troy	Student Worker	Student Ambassador - RIV	08/25/04	19-4
Baker-Shaw, Jeannette	Student Worker	DSPS/Learning Disabilities - RIV	07/20/04	19-4
Baldivia, Stefani	Student Worker	Library - RIV	07/19/04	19-4
Balgan, Janice	Student Worker	Admissions & Records - RIV	08/09/04	19-4
Bentrum, Heather	Student Worker	Library - RIV	08/09/04	19-4
Bossard, Melissa	Student Worker	Fine & Performing Arts - RIV	08/25/04	19-4
Butler, Sara	Student Worker	Early Childhood Studies - MOV	08/11/04	19-4
Campbell, Erin	Student Worker	Fine & Performing Arts - RIV	08/25/04	19-4
Cardullo, Alexander	Student Worker	Outreach - RIV	07/20/04	19-4
Cepeda, Nathan	Student Worker	Library - RIV	08/19/04	19-4
Cha, Cho	Student Worker	Tutorial Services - RIV	08/12/04	19-4
Charlton, Royce	Student Worker	Health Services - RIV	08/17/04	19-4
Choi, Chi	Student Worker	Int'l Students Services & Prog - RIV	07/20/04	19-4
Davis, George	Student Worker	Information Systems & Tech - RIV	07/29/04	19-4
Duenas, Joanna	Student Worker	Library - NOR	08/25/04	19-4
Evangelista, Ezra	Student Worker	Tutorial Services - NOR	08/19/04	19-4
Evens, Elyse	Student Worker	Early Childhood Studies - RIV	07/27/04	19-4
Foraker, Robert	Student Worker	Tutorial Services - NOR	08/09/04	19-4
Frank, Joshua	Student Worker	Disabled Students Prog & Svcs - RIV	08/19/04	19-4
Gonzalez, Omar	Student Worker	AV Labs & Services - NOR	08/09/04	19-4
Haack, Tiffany	Student Worker	Health Services - RIV	08/12/04	19-4
Halabi, Samer	Student Worker	Library - RIV	07/19/04	19-4
Heller, Jaime	Student Worker	Library - NOR	08/19/04	19-4
Herness, Blake	Student Worker	Information Systems & Tech - RIV	08/09/04	19-4
Herrera, William	Student Worker	Mathematics - RIV	08/19/04	19-4
Hicks, Marie	Student Worker	Tutorial Services - NOR	07/29/04	19-4
Ika, Ana	Student Worker	Athletics - RIV	07/01/04	19-4
Inglett, Katherine	Student Worker	Swimming - RIV	08/19/04	19-4
Iniguez Barboza, Agustin	Student Worker	Library - RIV	07/20/04	19-4
Johnson, Eleanormae	Student Worker	Student Activities - RIV	08/12/04	19-4
Kaites, Valerie	Student Worker	Student Activities - RIV	08/25/04	19-4
Kim, Michael	Student Worker	Library - RIV	07/27/04	19-4
Knaub, Kimberley	Student Worker	Tutorial Services - NOR	08/25/04	19-4
Landa-Guzman, Adrian	Student Worker	Library - RIV	07/29/04	19-4
Manzo, Jose	Student Worker	English Writing Center - RIV	07/20/04	19-4
Marshall, Akia	Student Worker	Student Services - MOV	08/11/04	19-4

DISTRICT FUNDS

NAME	POSITION	DEPARTMENT	DATE	RANGE
Martinez Jr., Jimmy	Student Worker	AV Labs & Services - MOV	08/11/04	19-4
McCarthy, Brianna	Student Worker	AV Labs & Services - RIV	07/20/04	19-4
Midzi, Kundai	Student Worker	Int'l Students Services & Prog - RIV	07/20/04	19-4
Montano, Dabid	Student Worker	Library - RIV	07/20/04	19-4
Murray, Donald	Student Worker	AV Labs & Services - NOR	08/09/04	19-4
Myers, Bethany	Student Worker	CHSS - MOV	07/29/04	19-4
Myers, Christina	Student Worker	CHSS - MOV	08/05/04	19-4
Navarro, Cynthia	Student Worker	College Safety & Police - NOR	08/25/04	19-4
Ngo, Dang	Student Worker	Early Childhood Studies - RIV	08/05/04	19-4
Olivarria, Norberto	Student Worker	Library - RIV	07/29/04	19-4
Olsen, Cymbaline	Student Worker	Early Childhood Studies - RIV	07/29/04	19-4
Pacheco, Verenice	Student Worker	Library - RIV	07/29/04	19-4
Palacios, Victor	Student Worker	Tutorial Services - NOR	08/12/04	19-4
Pimple, Steven	Student Worker	Production Printing - RIV	07/29/04	19-4
Ramsey, Annette	Student Worker	Americorps/Teacher Prep - RIV	08/17/04	19-4
Roseborough, Jennifer	Student Worker	Library - RIV	07/20/04	19-4
Schwendiman, L. Annette	Student Worker	Tutorial Services - NOR	07/20/04	19-4
Short Jr., Calvin	Student Worker	Student Ambassador - RIV	08/12/04	19-4
Singh, Parminder	Student Worker	Library - RIV	08/05/04	19-4
Smith, Darren	Student Worker	College Safety & Police - MOV	07/29/04	19-4
Soemarna, Regina	Student Worker	CHSS - MOV	08/05/04	19-4
Tate, Dana	Student Worker	Admissions & Records - MOV	07/19/04	19-4
Timmons, Nichole	Student Worker	Admissions & Records - MOV	07/29/04	19-4
Tobin, Jackie	Student Worker	Library - NOR	07/20/04	19-4
Tordai, Joshua	Student Worker	Library - NOR	07/20/04	19-4
Tweini, Fatima	Student Worker	Library - MOV	08/19/04	19-4
Valdez, Isreal	Student Worker	Counseling - RIV	07/20/04	19-4
Vargas, Thomas		Outreach - RIV	07/29/04	19-4
Vazquez, Francisco	Student Worker	Admissions & Records - MOV	07/20/04	19-4
Vega, Gabriel	Student Worker	Disabled Students Prog & Svcs - RIV	08/05/04	19-4

CATAGORICAL

NAME	POSITION	DEPARTMENT	DATE	RANGE
Agramon, Aaron	Student Worker	Administrative Support Center - RIV	08/10/04	19-4
Alexander, Ajai	Student Worker	Eastside Cybrary Connection - LT	07/01/04	19-4
Alvarez, Chantel	Student Worker	Disabled Students Prog & Svcs - RIV	08/18/04	19-4
Alvarez, Monica	Student Worker	Hendrick Ranch Elementary - AMC	08/24/04	19-4
Arceneaux, Debra	Student Worker	Hendrick Ranch Elementary - AMR	08/10/04	19-4

CATAGORICAL

NAME	POSITION	DEPARTMENT	DATE	RANGE
Bain, Spencer	Student Worker	Eastside Cybrary Connection - LT	08/11/04	19-4
Bell, Jade	Student Worker	Hendrick Ranch Elementary - AMR	07/21/04	19-4
Bludworth, Bernadette	Student Worker	Admissions & Records - RIV	08/02/04	19-4
Bonner, Ramona	Student Worker	Vista Heights Middle School - AMR	08/02/04	19-4
Calderon, Sonia	Student Worker	Eastside Cybrary Connection - LT	08/11/04	19-4
Carlos, Angela	Student Worker	Hendrick Ranch Elementary - CS	07/28/04	19-4
Chasey, Carla	Student Worker	Student Ambassador - RIV	08/02/04	19-4
Cochran, Christina	Student Worker	Admissions & Records - RIV	08/24/04	19-4
Cope, Felicia	Student Worker	Bear Valley Elementary - AMR	07/20/04	19-4
Crane, Romona	Student Worker	Honey Hollow Elementary - AMR	07/07/04	19-4
Crawford, Lucinda	Student Worker	Health Services - RIV	08/03/04	19-4
Davis-Cato, Johnnie	Student Worker	Early Childhood Studies - AMR	07/27/04	19-4
Falls, Carol	Student Worker	Riverside Housing Authority - CS	08/10/04	19-4
Ferguson, Arthur	Student Worker	Vista Heights Middle - CS	08/02/04	19-4
Flores, Maria	Student Worker	AV Labs & Services - RIV	07/29/04	19-4
Freeman, Donna	Student Worker	Midland Elementary - CS	08/12/04	19-4
Godoy, Karla	Student Worker	Vista Heights Middle School - CS	07/28/04	19-4
Guzman, Liset	Student Worker	Jefferson Elementary-CNUSD - AMR	08/25/04	19-4
Hertfelder, Katrina	Student Worker	Early Childhood Studies - RIV	08/10/04	19-4
Hill, John	Student Worker	Sunnymeadows Elementary - AMR	08/10/04	19-4
Hodges, Lawanda	Student Worker	Sunnymead Elementary - CS	08/10/04	19-4
Hudson, Renita	Student Worker	Sunnymead Elementary - AMR	07/22/04	19-4
Hughes, Charmaine	Student Worker	Administrative Support Center - RIV	08/10/04	19-4
Jakway, John	Student Worker	UCR Museum of Photography - CS	08/02/04	19-4
Johnson, David	Student Worker	Athletics - RIV	08/09/04	19-4
Kaoud, Nada	Student Worker	Tutorial Services - RIV	08/02/04	19-4
Keath, Halinna	Student Worker	Assessment Center - RIV	08/02/04	19-4
Kinsman, Toni	Student Worker	Riverside Municipal Museum - CS	08/02/04	19-4
Lee, Michael	Student Worker	UCR Museum of Photography - CS	08/17/04	19-4
Magana, Deisy	Student Worker	Magnolia Elementary - AMR	08/17/04	19-4
Malika, Maryum	Student Worker	Disabled Students Prog & Svcs - RIV	07/21/04	19-4
Manning, Vincent	Student Worker	Disabled Students Prog & Svcs - RIV	07/28/04	19-4
Marin, Kathy	Student Worker	Counseling-Puente - RIV	07/20/04	19-4
Martin, Rebbecca	Student Worker	Health Services - RIV	07/27/04	19-4
Martinez, Mary Elizabeth	Student Worker	UCR Museum of Photography - CS	08/02/04	19-4
Martinez, Raymond	Student Worker	Hendrick Ranch Elementary - AMR	08/09/04	19-4
McWilliams, Adrienne	Student Worker	EOPS - NOR	08/02/04	19-4
Medina Galvin, Gloria	Student Worker	Bear Valley Elementary - AMR	07/01/04	19-4
Meem, Mehedi	Student Worker	Mathematics Lab - RIV	08/04/04	19-4

<u>CATAGORICAL</u>

NAME	POSITION	DEPARTMENT	DATE	RANGE
Reyes, Dinorah	Student Worker	Tutorial Services - MOV	07/28/04	19-4
Rousse, Mary	Student Worker	Riverside Housing Authority - CS	07/22/04	19-4
Sanchez, Teresa	Student Worker	Admissions & Records - RIV	08/10/04	19-4
Sepulveda, Catherine	Student Worker	Riverside Municipal Museum - CS	08/02/04	19-4
Sepulveda, David	Student Worker	Riverside Municipal Museum - CS	08/02/04	19-4
Sindy, Basima	Student Worker	Disabled Students Prog & Svcs - RIV	08/18/04	19-4
Smith, Darren	Student Worker	Bear Valley Elementary - AMR	08/19/04	19-4
Solanki, Urvinee	Student Worker	Eastside Cybrary Connection - LT	07/02/04	19-4
Tarin, Monica	Student Worker	Admissions & Records - RIV	08/24/04	19-4
Tartoussia, Karim	Student Worker	Culinary Academy - RIV	07/20/04	19-4
Taulua, Heta	Student Worker	Gear Up/Passport Plus - RIV	08/09/04	19-4
Thomas, Mirastasha	Student Worker	Serrano Elementary - CS	08/02/04	19-4
Thompson, Valerie	Student Worker	Magnolia Elementary - AMR	08/18/04	19-4
Urena, Christina	Student Worker	UCR Museum of Photography - CS	08/25/04	19-4
Valdez Barajas, Irene	Student Worker	Admissions & Records - RIV	08/05/04	19-4
Voss, Victoria	Student Worker	Riverside Municipal Museum - CS	08/11/04	19-4
Wray, Joshua	Student Worker	Swimming - RIV	08/24/04	19-4
Zarate, Mark	Student Worker	Hendrick Ranch Elementary - AMR	07/22/04	19-4

RIVERSIDE COMMUNITY COLLEGE COMMUNITY EDUCATION PRESENTERS

Fall 2004

The following Professional Expert Presenters, indicated below, will present Community Education programs from September 1, 2004 through December 31, 2004.

Abernathy, David Internet Dating Safely Anderson, John Ford UAS; Driver's Ed

Atkinson, Pamela Drawing and Painting for Children

Barley, Maureen E Planetarium Shows
Blair, Scott Planetarium Presentations

Burris, Robert HVAC

Butler, Linda Cake Decorating; Candy & Cookies

Chase, Dean First Steps Pistol Orientation
Chesney, James Substitute Teacher Seminar

Christensen, Carrie A Notary Public Seminar & State Exam; Cert. Loan Signing

Croft, Michael Stephen Karate
Daly, Mildred J Crochet

Davis, Stanley Portrait & Figure Art Workshop Dawes, Carol E Slender Forever; Be Smoke Free

Erdle, Harvey R
Fedick, Linda M
Hansen, Dan Francis
Hardman, Deborah
Badminton; Tennis
Belly Dancing
Drivers Education
Horsemanship

Hardman, Patrick V Keyboards – Kool & Kwik; Instant Piano for Hopelessly Busy People

Holzner, Yupajantr Thai Cooking Workshop Horne, Jeanette Fitness; West African Dance

Hunt, Thomas Robert Traffic School

Konstant, Eugene Business Bootcamp; Home-Based Businesses; Writing a Business Plan;

Finance a Business; Rebuild Credit

Langford, Barbara S Yoga

Leibel, Robert Joseph Option Investing

McKinstry, Marletta Joyce Dog Obedience Training Mendoza, Anthony M Landscape Design

Mercado, Rosario Spanish for Medical Professional

Mickens, Margaret Brown Floral Design

Niemeyer, Daniel The Artistry of Words Ocheltree, Martin Car Care for Everyone Railsback, Sherrie Freelance Bookeeper

Schwartz, Scott Aviation History; 35mm Photography

Schultz, Garth Dragon Naturally Speaking

Sheehan, Mary Pysanka,

Solis, Faith Hawaiian/ Polynesian Dance Spencer, Ande Interior Design Mini Classes

Stover, Mark Edward Guitar Suzuki, Kevin Karate

Tyler, Mark Planetarium Presentations Voutour, Joe Debt Free and Prosperous

Walker, Vicki Nutrition Awareness; Anger Management

Wenger, Anna Art and Crafts Templates

Wright, Linda Pie Making

Professional Expert Presenters (Independent Contractors

Curtis Adney Natural A's; What You Were Born to Do

All Occasion Balloons

Lewis Allen

Thomas M. Apke

Balloon Sculpting

Real Estate Appraisal

Real Estate Investment

Balloons "R" More Fun

Balloon Design

Gary Bowman Basic Investing Made Easy Bren Mar, Inc. Real Estate Investment

Center for Healthcare Education CPR; First Aid

Bobbie Christensen Build Your Financial Portfolio

Coast Traffic School Traffic School

Computrax, Inc. PC Boot Camp; PhotoMagic; PowerPoint

D & D DanceVarious Dance ClassesDance with NanceCash in on Your HobbyDavid CookBuilding Your Dream HomeEducation To GoVarious Online ClassesHi Na's Kung Fu StudioShaolin Kung-Fu

Mary P. Hills Real Estate

Hollywood Film School/Dov SS Simmons Hollywood Film School
LTM Associates Your Employees and the Law

William Mansfield Real Estate Prep; Real Estate Appraisal

James Mays Driver Education and Training

Augustine McDaniel-Smith Marketing Strategies

Victoria McDonald How to Make Your Own Will; What is a Living Trust

Gail F. MontwillReal Estate InvestmentMarshall NoriegaArtificial Rock SculptingNational Capitol FundingReal Estate InvestmentNotary Public SeminarsNotary; Loan Signing

Teresa Parker Ford UAW Financial Planning

Robert Randelman Private Pilot Ground School; Learn to Fly
Rounds Miller and Associates Patent it Yourself; Mail Order Business; Seminar

Speaking; Clutterology

Soft-Train, Inc. Various Computer Software Applications

Southern California Reading & Math Clinics Reading & Math Programs

Southern California School of Music Keyboard for Kids; Hand Drumming; Afro Cuban

Drumming

Stage Presence Studio of the Arts Hip Hop Dance; Voice

Sue Tavaglione Manners and Etiquette; Knitting

Terry S. Rowen Inc How to Start Your Own Medical Billing With Home

Study Follow up

Reza Vaezazizi, MD. EMT Training

W.H.A. Companies

Become a Certified Tax Preparer; Tax Prep CEU Class

Seewing Yee

Crouching Taxes; Transforming Debt & Credit into

Wealth

Stephen Youngerman Woodworking

RIVERSIDE COMMUNITY COLLEGE DISTRICT ADMINISTRATION AND FINANCE

Report No. IV-A-2 Date: September 16, 2004

Subject: Purchase Order and Warrant Report -- All District Funds

<u>Background:</u> 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 \$5,466,816.94 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 36168-37276) totaling \$3,337,439.01 have been audited and have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants.

<u>Recommended Action:</u> It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$5,466,816.94 and District Warrant Claims totaling \$3,337,439.01.

Salvatore G. Rotella President

<u>Prepared by:</u> Doretta Sowell

Purchasing Manager

PO#	Fun	d Department	Vendor	Description	Amount
P55330	11	Customized Training	Global Learning	Other Services	1,300.00
P55331	11	Customized Training	Dennis Boylin	Other Services	1,350.00
P55335	12	Customized Training	Training Dynamics	Other Services	1,300.00
P55037	11	Facilities	Amp Mechanical, Inc.	Remodel Projects	4,987.50
P55038	11	Facilities	Fineline Interiors Inc.	Remodel Projects	11,235.00
P55041	11	Facilities	Steris Corporation	Remodel Projects	2,000.00
P55065	11	Academy CTC	Reliable Office Solutions	Other Supplies	5,500.00
P55092	11	Athletics	Venus Textiles	Instructional Supplies	1,670.13
P55106	11	Physicians Assistant	Moore Medical Corporation	Instructional Supplies	1,500.00
P55112	11	Allied Health	Moore Medical Corporation	Instructional Supplies	2,500.00
P55113	11	Facilities	Western D.C. Systems	Repairs - Parts	2,558.00
P55114	11	Finance	Reliable Office Solutions	Other Supplies	1,155.00
P55115	11	Finance	Office Depot	Other Supplies	6,000.00
P55119	11	District	Clayson Mann Yaeger & Hansen	Legal Services	10,000.00
P55121	41	District	Clayson Mann Yaeger & Hansen	Legal Services	20,000.00
P55123	11	District	Provider Contract Food Service	Other Supplies	2,000.00
P55124	11	District	AGB	Memberships	1,875.00
P55125	11	District	ACCT	Memberships	2,809.00
P55126	11	Governing Board	Ahern, Adcock, Devlin LLP	Audit	42,545.00
P55129	11	Finance	Phase II Systems	All Other Contract	35,000.00
P55131	11	Finance	Riverside County Office Of Ed	County Contracts	100,000.00
P55134	41	Facilities	JCA Engineering Inc.	Maintenance	2,800.00
P55135	11	Facilities	Clean World Environmental Services	Other Services	18,182.00
P55136	11	Dean of Faculty	Mcgrath's Catering	Other Supplies	1,834.83
P55138	11	Facilities	Apple Valley Communications	Other Services	10,000.00
P55139	11	Facilities	Safety Kleen Corporation	Other Services	2,000.00
P55140	11	Facilities	Fire Protection Services	Repairs - Parts	2,500.00
P55141	11	Facilities	Tri-County Fire Equipment Co.	Repairs - Parts	3,131.00
P55146	11	Facilities	Yamas Controls So. Cal., Inc.	Maintenance	6,720.00
P55150	11	Library	EBSCO Subscription Services	Periodicals/Magazines	36,995.00
P55156	11	Library	Proquest Information	Instructional IMC Material	5,262.00
P55157	11	Library	CCV Software	Software <\$200	2,000.00

PO#	Fun	d Department	Vendor	Description	Amount
D55150	11	T.'1	CDW C	G. C	2,000,00
P55158	11	Library	CDW-G	Software <\$200	3,000.00
P55161	11	Library	Corporate Express	Other Supplies	3,000.00
P55162	11	Library	Demco	Other Supplies	1,500.00
P55165	11	Library	Gaylord Bros.	Other Supplies	3,000.00
P55166	11	Library	Global Computer Supplies	Other Supplies	2,000.00
P55183	11	Admissions & Records	Reliable Office Solutions	Other Supplies	3,500.00
P55188	11	Admissions & Records	Matrix Imaging Products	Other Services	4,000.00
P55191	11	Admissions & Records	Herff Jones	Other Supplies	10,000.00
P55193	11	Admissions & Records	Card Integrators	Other Supplies	2,500.00
P55198	11	Library	EBSCO Subscription Services	Periodicals/Magazines	15,934.80
P55205	11	Library	3M Customer Service	Repairs - Parts	1,125.00
P55209	11	•	EBSCO Subscription Services	Periodicals/Magazines	14,313.80
P55218	12	Student Svcs - Upward Bound	Corona - Norco Unified School Dist.	Food	1,309.00
P55221	11	Customized Solutions	Jaquez, Manuel	Other Services	6,000.00
P55222	11	Cosmetology	Salon Partners	Instructional Supplies	5,000.00
P55223	11	Cosmetology	Marianna, Inc West	Instructional Supplies	5,000.00
P55224	11	Cosmetology	Maintex	Instructional Supplies	1,200.00
P55229	12	Student Svcs - Upward Bound	Norco's 6th St. Famous Deli	Food	1,090.00
P55234	12	Economic Development	Devian, Theodore E.	Other Services	2,100.00
P55235	12	Economic Development	Hunt, David R.	Other Services	2,100.00
P55239	11	Communication Center	Office Depot	Instructional Supplies	1,700.00
P55241	11	Physical Education	Tru - West	Instructional Supplies	1,059.40
P55251	11	Counseling & Guidance	Office Depot	Other Supplies	2,500.00
P55252	11	Counseling & Guidance	Eureka/Career Center	Comp. Software Maint./License	6,658.96
P55262	11	Culinary Arts	J.C.'S Grease Buyers	Other Services	1,200.00
P55266	11	Culinary Arts	Thermal-Cool Heating & Air	Repairs - Parts	1,700.00
P55268	12	Disabled Students Prog. & Svc	Quick Caption, Inc.	Other Services	30,000.00
P55270	12	VTEA	Gateway 2000 Major Accts.,Inc.	Comp Equip Addtl \$200-\$4999	15,203.53
P55271	12	VTEA	Gateway 2000 Major Accts.,Inc.	Comp Equip Addtl \$200-\$4999	3,758.32
P55272	12	VTEA	Gateway 2000 Major Accts.,Inc.	Comp Equip Addtl \$200-\$4999	44,181.81
P55277	12	VTEA	Sehi Computer Products, Inc.	Software <\$200	1,988.53
P55278	11	Foreign Languages	Lifesigns, Inc.	Other Services	8,000.00
P55279		VTEA	Mastersolution, Inc.	Comp. Software Maint./License	1,238.05

PO#	Func	d Department	Vendor	Description	Amount
P55288	11	Provost - Norco	Portable Storage Corp.	Rents And Leases	3,835.00
P55292	12	Matriculation	Accuplacer	Tests	19,999.65
P55297	11	1	Mt. San Jacinto Community	Other Services	1,500.00
P55299	11	English/Speech Comm	Office Depot	Instructional Supplies	4,000.00
P55301	11	Health Human & Public Svcs	Custom Service Systems	Cleaning Service	1,750.00
P55302	11	Performance Arts	Home Depot	Theatre Supplies	3,000.00
P55303	11	Performance Arts	Office Depot	Other Supplies	1,500.00
P55304	11	Performance Arts	Gilkey, Kathleen	Other Services	4,500.00
P55307	11	Performance Arts	On Trax, Inc.	Other Services	1,373.21
P55312	11	Performance Arts	Press Enterprise	Advertising	2,500.00
P55313	11	Performance Arts	Theatre Services Inc	Costume Rentals	2,000.00
P55323	12	Parking	Market-Based Solutions, Inc	Other Services	2,602.00
P55327	11	Physical Education	24 Hour Fitness, Inc.	Facility use	10,000.00
P55328	11	Provost - Morno Valley	Clarke & Associates	Consultants	10,902.50
P55329	11	Auxiliary Business Services	Canon Financial Services, Inc.	Rents And Leases	4,729.74
P55330	11	Provost - Norco Title V	Clarke & Associates	Consultants	10,778.50
P55331	11	Grants & Contracts - Riv Title V	Clarke & Associates	Consultants	10,743.75
P55335	12	Grants & Contracts - Gear Up	Amsterdam Printing And Lithography	Other Supplies	1,300.00
P55338	11	Human Resources	Chronicle Of Higher Ed, The	Advertising	20,000.00
P55342	11	Dental Hygiene Program	Reliable Office Solutions	Instructional Supplies	2,500.00
P55347	12	Health Services	Merck & Company, Inc.	Health Supplies	4,000.00
P55349	12	Health Services	Conney Safety Products	Health Supplies	1,500.00
P55351	12	Health Services	Allscripts Pharmaceuticals,Inc	Health Supplies	5,000.00
P55354	12	Health Services	Loma Linda University Medical Center	Doctors/Nurses	20,000.00
P55356	12	Provost - Mo Valley - Title V	CDW-G	Comp Equip Additional \$5000 >	29,566.90
P55357	11	Informaton Services	Feeney, Patrick	Conferences	1,383.25
P55358	11	Production Printing	Cleveland Machine	Repairs - Parts	1,500.00
P55361	61	Risk Management	Gateway 2000 Major Accts.,Inc.	Other Services/Expenses	4,559.98
P55362	11	Risk Management	Student Insurance	Student Insurance	76,576.00
P55364	12	Disabled Students Services	S. K. Telecon, Inc.	Other Services	1,350.00
P55367	11	Public Svcs/Criminal Justice	The Counseling Team International	Consultants	1,500.00
P55368	11	Public Svcs/Criminal Justice	Funseekers	Transportation Contracts	2,000.00
P55369	11	Public Svcs/Criminal Justice	Riverside County Sheriffs Dept	Lecturers	12,000.00

PO#	Func	d Department	Vendor	Description	Amount
D55270	11	A so down CTC	Hama Danet	Instructional Connice	5,000,00
P55370 P55373	11	Academy CTC Academy CTC	Home Depot Special T Fire Equipment	Instructional Supplies Instructional Supplies	5,000.00
P55374	11	Facilities	Integritime Solutions, Inc	Repairs - Parts	1,500.00
	11		Dept. Forestry And Fire Protec	Other	1,167.00
P55375	11	Academy CTC		Consultants	6,500.00
P55377	11	Academy CTC	Riverside County Fire Dept.		7,000.00
P55387	11	Allied Health	Riverside County Regional	Instructional Supplies	3,000.00
P55391	11	Biology	Getinge/Castle	Repairs - Parts	2,677.04
P55397	11	Math, Sci & Info Svcs Norco	Reliable Office Solutions	Instructional Supplies	2,800.00
P55400	11	Finance	Braymer, Patricia	Consultants	50,000.00
P55407	11	Math, Sci & Info Svcs Moreno	Fisher Scientific	Instructional Supplies	1,731.12
P55408	11	Math, Sci & Info Svcs Moreno	Steris Corporation	Repairs - Parts	3,905.40
P55413	11	Public Svcs/Criminal Justice	County Of Riverside	Telephone	15,000.00
P55415	12		Darby Dental Laboratory Supply Co	Health Supplies	10,000.00
P55416	11	Academy CTC	Riverside County Fire Department	Consultants	86,000.00
P55417	11	Facilities	A.E. Carlson Construction, Inc	Repairs - Parts	1,400.00
P55419	33	Early Childhood Studies	US Food Service	Paper Products	8,300.00
P55420	33	Early Childhood Studies	Smart & Final	Other Supplies	1,800.00
P55422	11	Institutional Research	BOG's Calif. Community Colleges	All Other Contract	3,700.00
P55430	11	Math, Sci & Info Svcs Moreno	Fisher Scientific	Instructional Supplies	3,500.00
P55432	11	Math, Sci & Info Svcs Moreno	Daigger & Company, Inc.	Instructional Supplies	1,900.00
P55433	11	Math, Sci & Info Svcs Moreno	Carolina Biological Supply Co	Instructional Supplies	1,575.00
P55440	11	Math, Sci & Info Svcs Moreno	Ward's Natural Science	Instructional Supplies	3,500.00
P55441	11	Phys Educ - CPR Cert Fees	Center For Healthcare Ed., Inc	Other Services	2,880.00
P55448	11	Provost - Norco	OCE-USA, Inc.	Rents And Leases	36,276.00
P55450	11	Phys Educ - CPR Cert Fees	American Red Cross	Other Services	5,280.00
P55459	11	Athletics	Hillyard Floor Care Supplies	Custodial Supplies	4,349.86
P55462	11	Informaton Services	Corporate Express Imaging	Other Supplies	3,000.00
P55464	11	Informaton Services	S. K. Telecon, Inc.	Repairs - Parts	5,000.00
P55465	11	Info Systems & Technology	Sehi Computer Products, Inc.	Software <\$200	3,704.45
P55467	11	Physical Education	Diamond Fitness Systems, Llc.	Repairs - Parts	1,009.21
P55474	11	Physical Education	Pat Leon's Exercise Equipment	Repairs - Parts	6,000.00
P55475	11	Facilities	Elrod Fence Co., Inc.	Other Services	2,269.00
P55477	11	Physical Education	Enterprise Rent-A-Car	Transportation Contracts	1,400.00

PO#	Fun	d Department	Vendor	Description	Amount
D					4.400.00
P55479	11	Athletics	Clover, James B.	Physicals	4,100.00
P55480	11	Athletics	Clover, James B.	Doctors/Nurses	7,250.00
P55483	11	Athletics	Mission Football Conference	Memberships	1,250.00
P55484	11	Athletics	Orange Empire Conference	Memberships	4,100.00
P55485	11	Athletics	Gunthers	Laundry And Cleaning	5,600.00
P55486	11	Athletics	Riddell All American	Laundry And Cleaning	3,000.00
P55493	11	Open Campus-Comm. Ed Class	Respondus	Comp Software License Agrmnt	1,949.00
P55494	11	Open Campus-Comm. Ed Class	Foundation For California	Comp Software License Agrmnt	29,140.00
P55498	11	Community Outreach - Gear Up	National Pen Corporation	Other Supplies	2,000.00
P55510	12	Parking	County Of Riverside	All Other	30,000.00
P55526	11	Automotive Technology	Cadet Uniform Supply	Towel Service	1,624.87
P55529	11	Facilities	McMaster Carr	Repair Parts	1,141.00
P55530	11	Chemistry	Sargent-Welch	Instructional Supplies	1,175.44
P55536	11	Open Campus-Comm. Ed Class	Synergistic Mailing Services	Postage	15,000.00
P55547	11	Library - Norco	3M Customer Service	Repairs - Parts	1,605.00
P55552	11	Open Campus-Comm. Ed Class	Press Enterprise	Advertising	4,000.00
P55554	12	Open Campus - Casa Blanca	City Of Riverside	Rents And Leases	11,000.00
P55555	11	Open Campus-Comm. Ed Class	Education To Go	Other Services	5,000.00
P55556	11	Open Campus-Comm. Ed Class	Cook, David	Other Services	2,000.00
P55557	11	Open Campus-Comm. Ed Class	Yee, Seewing	Other Services	2,000.00
P55559	11	Open Campus-Comm. Ed Class	Apke, Thomas M.	Other Services	1,500.00
P55561	11	Info Systems Technology	San Bernardino Comm. College Dist.	Other Services	2,000.00
P55564	11	District	CCLC/COA	Memberships	8,077.00
P55565	11	International Students	Office Depot	Other Supplies	1,500.00
P55567	11	International Students	Green, Adam	Legal Services	2,500.00
P55569	11	International Students	International Education Service	Advertising	4,600.00
P55574	11	Open Campus-Comm. Ed Class	Balloons 'R' More Fun	Other Services	1,500.00
P55576	11	Open Campus-Comm. Ed Class	Center For Healthcare Ed., Inc	Other Services	3,000.00
P55578	11	Open Campus-Comm. Ed Class	Computrax, Inc.	Other Services	5,000.00
P55579	11	Open Campus-Comm. Ed Class	D & D's Dance Center	Other Services	5,000.00
P55580	11	Open Campus-Comm. Ed Class	Destination Science	Other Services	5,000.00
P55582	11	Open Campus-Comm. Ed Class	Mary P. Hills	Other Services	3,000.00
P55583	11		Hollywood Film Institute	Other Services	3,000.00

PO#	Func	d Department	Vendor	Description	Amount
P55587	12	Economic Development	Williamson, Jeff	Conferences	5,076.00
P55589	12	Disabled Students Services	Cordery, Leigh	Conferences	1,265.00
P55598	12	Economic Development	Truex, Robert	Conferences	1,470.50
P55599	11	Open Campus-Comm. Ed Class	Mays, James	Other Services	15,000.00
P55603	11	Open Campus-Comm. Ed Class	Gail F Montwill	Other Services	4,000.00
P55605	11	Open Campus-Comm. Ed Class	National Capital Funding	Other Services	1,500.00
P55608	11	Academy CTC	Special T Fire Equipment	Repairs - Parts	3,000.00
P55611	11	Financial Aid Administration	NASFAA	Memberships	1,253.00
P55614	11	Engr, Ind. & Bus Technology	Netseller	Instructional Supplies	1,300.00
P55620	12	Grants & Contracts - Gear Up	Alvord Unified School District	Other Services	1,333.00
P55621	11	Open Campus-Comm. Ed Class	Marshall Noriega	Other Services	3,000.00
P55624	11	Emergency Medical Technology	Romain Landscaping&Maintenance	Other Services	2,000.00
P55625	11	Open Campus-Comm. Ed Class	Rowen, Terry S.	Other Services	5,000.00
P55626	11	Emergency Medical Technology	Life Assist, Inc.	Instructional Supplies	2,000.00
P55627	11	Open Campus-Comm. Ed Class	Simonsen, Nan	Other Services	1,500.00
P55628	11	Open Campus-Comm. Ed Class	Soft-Train	Other Services	5,000.00
P55629	11	Other Health Occupations	Moore Medical Corporation	Instructional Supplies	3,000.00
P55631	11	Open Campus-Comm. Ed Class	Southern Ca Reading & Math Clinics	Other Services	10,000.00
P55633	11	Open Campus-Comm. Ed Class	Tavaglione, Susan	Other Services	2,000.00
P55634	11	Open Campus-Comm. Ed Class	Wha Companies	Other Services	10,000.00
P55635	11	Open Campus-Comm. Ed Class	Youngerman, Stephen	Other Services	10,000.00
P55638	32	Food Service	Morgan Services, Inc.	Laundry And Cleaning	30,000.00
P55639	11	Health, Human & Public Services	Darby Dental Laboratory Supply Co	Instructional Supplies	3,000.00
P55640	32	Food Service	Super Snak Club	Food	35,000.00
P55645	12	Workforce Preparation	Roberts, Vikki	All Other Contract	8,025.90
P55646	11	Information Services	Winzip Computing, Inc	Comp Software License Agrmnt	1,944.50
P55647	12	Economic Development	Korean American Educ Commission	Advertising	2,480.00
P55648	32	Food Service	Coffee Bean International	Food	13,000.00
P55649	32	Food Service	Interstate Brands Corp.	Food	20,000.00
P55650	32	Food Service	California Deli Distributors, Inc.	Food	40,000.00
P55651	32	Food Service	Bon Appetit	Food	15,000.00
P55654	12	Student Svcs - Upward Bound	Impact Promotional Products	Other Supplies	2,172.80
P55655	12	Student Svcs - Upward Bound	The Center	Other Travel Expenses	1,072.50

PO#	Func	d Department	Vendor	Description	Amount
P55661	32	Food Service	Donut City	Food	3,500.00
P55662	32	Food Service	Sysco Corp.	Kitchen Expendables	30,000.00
P55663	32	Food Service	Haralambos Beverage Co.	Food	20,000.00
P55664	11	Physical Education	Mitchell Glass	Fixtures & Fixed Equip - Mirror	1,800.00
P55666	32	Food Service	American Paper & Plastics	Paper Products	20,000.00
P55667	32	Food Service	P.E.S.T. Machine, The	Other Services	3,000.00
P55668	32	Food Service	Riverside Dairy Farms	Food	20,000.00
P55669	32	Food Service	Pepsi-Cola	Food	175,000.00
P55671	32	Food Service	Airgas-West	Food	2,500.00
P55673	11	Library	3M Customer Service	Repairs - Parts	1,880.00
P55677	11	Information Services	Sysix Technologies	Repairs - Parts	28,202.76
P55678	11	Admissions & Records	Perfect Form	Copying And Printing	5,599.55
P55679	11	IMC	Markertek Video Supply	Repairs - Parts	3,000.00
P55687	11	IMC	Markertek Video Supply	Other Supplies	3,000.00
P55688	11	Life Science	Steris Corporation	Maintenance	3,362.64
P55691	11	Open Campus-Comm. Ed Class	Valley Printers, Inc.	Printing - Class Schedule	59,000.00
P55693	11	IMC	Global Computer Supplies	Other Supplies	3,000.00
P55694	11	IMC	Garwin & Chan Associates	Other Supplies	2,500.00
P55696	11	IMC	Corporate Express	Other Supplies	2,500.00
P55705	11	IMC	Home Depot	Other Supplies	1,500.00
P55706	11	IMC	Global Computer Supplies	Other Supplies	1,500.00
P55712	11	IMC	Corporate Express	Other Supplies	1,500.00
P55715	11	Automotive Technology	INABA Auto Parts	Instructional Supplies	1,100.00
P55716	11	Academic Affairs	Perfect Form	Postage	4,086.57
P55717	11	IMC	Global Computer Supplies	Other Supplies	1,500.00
P55727	11	IMC	PBS	Memberships	1,500.00
P55729	11	IMC	CDW-G	Repairs - Parts	1,200.00
P55732	11	IMC	OMNIMUSIC	Other Services	1,600.00
P55738	12	EOPS - Care	Riverside Transit Agency	Transportation/Bus Passes	6,800.00
P55747	11	Facilities	Corona Clay	Grounds/Garden Supplies	2,545.59
P55751	11	Physical Education	24-Hour Fitness	Rents And Leases	10,000.00
P55756	11	Performing Arts	Suzuki Corporation	Instructional Supplies	1,100.00
P55758	11	Performing Arts	Shattinger Music	Instructional Supplies	1,500.00

PO#	Func	d Department	Vendor	Description	Amount
D555.4	4.4				242.000.00
P55761	41	Fac & Planning - Pkg Structure	Higginson+Cartozian Architects	Architect's Fees	242,000.00
P55763	41	Fac & Planning - Pkg Structure	Keith Francis & Company, Inc.	Other Services	36,300.00
P55765	41	Fac & Plng - P.E. Phase I	Steinberg Group, The	Architect's Fees	115,061.00
P55766	41	Fac & Plng - P.E. Phase I	Keith Francis & Company, Inc.	Other Services	13,800.00
P55771	11	Nursing, LVN	Assessment Technologies Inc.	Tests	1,500.00
P55773	11	Provost - Moreno Valley	Big Red Apple	Rents And Leases	2,501.00
P55779	12	Grants&Contracts Title V Riv	S. K. Telecon, Inc.	Fixtures & Fixed Equip	14,999.00
P55782	11	Information Services	NCS Pearson	Comp. Software Maint./License	2,754.09
P55784	11	Purchasing	Archive Management Service	Other Services	7,000.00
P55787	11	Administrative Support Center	DHL Express (USA), Inc.	Postage	7,500.00
P55788	11	Administrative Support Center	Federal Express	Postage	5,000.00
P55789	11	Information Services	Open Text Inc.	Comp. Software Maint./License	22,308.88
P55791	11	Information Services	Datatel, Inc.	Consultants	5,000.00
P55792	11	Information Services	Collegenet, Inc.	Comp. Software Maint./License	6,787.00
P55793	11	Information Services	Datatel, Inc.	Comp. Software Maint./License	55,831.14
P55794	11	Information Services	Hewlett Packard	Comp. Software Maint./License	18,205.32
P55795	11	Information Services	CDW-G	Comp. Software Maint./License	17,650.01
P55796	11	Information Services	CDW-G	Comp. Software Maint./License	8,594.71
P55798	12	Health Services	Aventis Pasteur	Health Supplies	3,000.00
P55801	33	Early Childhood Studies	Leader Services	Other Service	6,604.00
P55802	11	Information Services	CDW-G	Comp. Software Maint./License	24,637.00
P55803	11	Information Services	Wildpackets, Inc.	Comp. Software Maint./License	7,743.00
P55806	11	Information Services	West Coast Technology	Comp. Software Maint./License	4,700.00
P55807	11	Information Services	Syncsort, Inc.	Comp. Software Maint./License	16,980.00
P55808	11	Information Services	Netvision, Inc.	Comp. Software Maint./License	6,554.30
P55809	11	Information Services	Source Technology	Comp. Software Maint./License	3,723.00
P55810	11	Information Services	CDW-G	Comp. Software Maint./License	53,155.75
P55811	11	Information Services	Network Infrastructure Corp.	Comp. Software Maint./License	108,898.75
P55812	11	District	American Council On Education	Memberships	2,884.00
P55813	11	District	Council For Higher Education	Memberships	1,200.00
P55817	11	Information Services	Datatel, Inc.	Comp. Software Maint./License	190,225.00
P55818	11	Applied Technology	Complete Welding & Cutting Supplies	Instructional Supplies	2,434.68
P55819	11	Applied Technology	Complete Welding & Cutting Supplies	Instructional Supplies	2,000.00

PO#	Func	d Department	Vendor	Description	Amount
D55920	11	Information Comitee	I Cilvan Inc	Comp Coftware Maint Alicent	2.505.00
P55820 P55822	11 11	Information Services Facilities	I-Silver, Inc. Agua Mansa	Comp. Software Maint./License Waste Disposal	2,595.00 25,000.00
P55822 P55823	11	Allied Health	Agua Mansa National League For Nursing	Conferences	25,000.00 1,175.00
			•		,
P55825	41	Early Childhood Studies - Norco	Lakeshore Learning Materials	Equip Additional \$200-\$4999	3,611.07
P55826	41	Early Childhood Studies - Norco	Lakeshore Learning Materials	Equip Additional \$200-\$4999	4,098.21
P55827	41	Early Childhood Studies - Norco	CM School Supply Company	Equip Additional \$200-\$4999	6,910.49
P55828	41	Early Childhood Studies - Norco	Abilities	Equip Additional \$200-\$4999	1,054.58
P55829	41	Early Childhood Studies - Norco	Environments, Inc.	Equip Additional \$200-\$4999	1,021.49
P55830	41	Early Childhood Studies - Norco	Hatch Inc.	Equip Additional \$200-\$4999	9,401.63
P55831	41	Early Childhood Studies - Norco	Tout About	Equip Additional \$200-\$4999	2,367.78
P55832	41	Early Childhood Studies - Norco	Hatch	Equip Additional \$200-\$4999	2,253.62
P55833	41	Early Childhood Studies - Norco	Ellison Educational Equipment	Equip Additional \$200-\$4999	2,637.85
P55837	11	Public Affairs	SBC Smart Yellow Pages	Advertising	1,900.00
P55838	12	Economic Development	The Korean American Ed Commission	Conferences	5,020.00
P55840	12	Matriculation	Accuplacer	Tests	4,999.05
P55842	12	Matriculation	S. K. Telecon, Inc.	Fixtures & Fixed Equipment	1,250.00
P55845	11	Academic Affairs	AAHE Membership	Conferences	6,050.00
P55846	11	Public Affairs	Geographics	Other Services	2,500.00
P55848	11	Public Affairs	B & H Photo - Video	Other Supplies	1,500.00
P55851	11	Public Affairs	Press Enterprise	Advertising	6,000.00
P55857	32	Auxiliary Business Services	Brink's Inc.	Other Services	9,569.40
P55858	11	District	Comm College League Of California	Memberships	20,292.00
P55860	12	Life Science	Bio-Rad Laboratories	Equip Additional \$200-\$4999	2,100.00
P55868	11	Public Affairs	Nance & Company	Other Services	2,000.00
P55869	12	Student Fin Services - BFAP	Bearcom	Equip Additional \$200-\$4999	2,350.94
P55870	61	Risk Management	Gateway 2000 Major Accts., Inc.	Damage Personal Property	2,513.81
P55877	12	Workforce Preparation	Inland Empire Family Magazine	Advertising	1,920.00
P55878	11	Allied Health	Arch Wireless	Other Services	2,200.00
P55879	11	Administrative Support Center	Inland Presort & Mailing Services	Postage	12,000.00
P55881	11	Information Services	Verizon Wireless Messaging	Rents And Leases	1,570.68
P55885	11	Administration & Finance	Education Mandated Cost	Other Services	2,000.00
P55886	11	Information Services	Western Data Enterprises, Inc	Repairs - Parts	3,799.92
P55890	11	Performance Riverside	Ryder Truck Rental, Inc.	Rents And Leases	4,000.00

PO#	Func	d Department	Vendor	Description	Amount
P55896	11	Information Services	Office Depot	Other Supplies	2,500.00
P55900	12	VTEA Tech Prep	Palo Verde Community College	Other Services	59,250.00
P55901	12	VTEA Tech Prep	College Of The Desert	Other Services	60,250.00
P55902	12	Provost - Norco - Title V	Gateway 2000 Major Accts., Inc.	Comp Equip Addl \$200-\$4999	12,515.11
P55903	11	Info Systems Technology	Mastersolution, Inc.	Comp. Software Maint./License	5,084.72
P55908	11	Performance Riverside	Everman, Alan	Other Services	9,000.00
P55913	12	Grants Department - Gear Up	RCC Foundation	Other Services	315,000.00
P55915	12	Economic Development	Gateway 2000 Major Accts., Inc.	Comp Equip Rplnt \$200-\$4999	3,426.45
P55918	12	Economic Development	Business Wire	Advertising	3,250.00
P55919	12	Auto TechVTEA Title I-C	Dynojet	Equipment Additional \$5000 >	24,468.61
P55920	11	Administration & Finance	Best, Best & Krieger	Legal Services	100,000.00
P55922	11	Information Services	OfficeMax- A Boise Company	Other Supplies	2,500.00
P55923	11	Open Campus-Comm. Ed Class	Mansfield, William L.	Other Services	5,000.00
P55924	11	Open Campus-Comm. Ed Class	Andy, Curtis M.	Other Services	5,026.00
P55930	11	Student Services	Statti, Peggy	Other Services	4,200.00
P55937	11	Performance Riverside	Medic Home Health Care	Theatre Supplies	2,000.00
P55938	11	Performance Riverside	O D Music, Inc.	Other Services	195,609.00
P55939	11	Performance Riverside	Lemaster, Don	Other Services	15,500.00
P55940	11	Performance Riverside	Krinke, Gary	Other Services	4,000.00
P55941	11	Performance Riverside	Onstage Musicals	Other Services	25,000.00
P55942	11	Performance Riverside	Weeks, Jeffrey J.	Other Services	3,800.00
P55943	11	Performance Riverside	Vaughan, John	Other Services	11,000.00
P55944	11	Performance Riverside	5th Avenue Theatre Association	Scenic Rentals	10,800.00
P55945	11	Performance Riverside	V&S Video Productions	Filming	2,100.00
P55948	11	Performance Riverside	Riverside Marriott	Other Travel Expenses	15,000.00
P55950	11	Performance Riverside	City Of San Bernardino	Rents And Leases	19,305.00
P55952	11	Purchasing	Sparkletts Water Company	Purchase/Cost Of Goods Sold	14,000.00
P55953	11	Finance	Union Bank Of Calif - SIRP Trustee	Other Benefits	60,508.39
P55954	12	Campus Police	Regents - U.C.	Conferences	1,740.00
P55956	12	Campus Police	Top Dawg Auto Repair, Inc.	Repairs - Parts	1,190.39
P55957	11	Campus Police	Chief Supply, Inc.	Other Supplies	1,233.81
P55962	11	Culinary Arts	Murray's Hotel & Restaurant	Other Services	1,500.00
P55966	11	Performance Riverside	BMI Supply	Custodial Supplies	5,000.00

PO#	Func	d Department	Vendor	Description	Amount
P55967	11	Performance Riverside	Reliable Office Solutions	Other Supplies	2,000.00
P55972	11	Performance Riverside	Home Depot	Theatre Supplies	3,000.00
P55975	11	Performance Riverside	RCC Cashier	Theatre Supplies	2,000.00
P55979	11	Dental Hygiene Program	Dunkel Dental Service	Repairs - Parts	4,000.00
P55985	11	Dental Hygiene Program	Total Care	Instructional Supplies	5,000.00
P55988	11	Dental Hygiene Program	Henry Schein Inc.	Instructional Supplies	5,000.00
P55989	11	Performance Riverside	American Musical Theatre	Costume Rentals	5,840.00
P55990	11	Dental Hygiene Program	Patterson Dental Supply, Inc.	Instructional Supplies	5,000.00
P55991	11	Dental Hygiene Program	Reliable Office Solutions	Instructional Supplies	2,000.00
P55992	11	Performance Riverside	Cal State University San Bernardino	Rents And Leases	8,000.00
P55993	11	Performance Riverside	Music Theatre International	Rents And Leases	32,000.00
P55994	11	Performance Riverside	Samuel French, Inc.	Rents And Leases	15,000.00
P55995	11	Performance Riverside	Steven Young	Other Services	7,500.00
P55996	11	Performance Riverside	Martino, Lee	Other Services	7,000.00
P55997	11	Performance Riverside	Martin, Sharell	Costume Rentals	14,000.00
P55998	12	Parking	Salsbury Industries	Equip Additional \$200-\$4999	1,704.24
P56001	12	EOPS	CCCEOPSA	Conferences	1,050.00
P56006	12	Grants & Contracts - Gear Up	Riverside County Office Of Education	Other Services	30,000.00
P56011	11	Institutional Research	SPSS, Inc.	Comp Software License Agrmnt	2,701.00
P56016	12	Grants & Contracts - Gear Up	Riverside Unified School Dist	Other Services	189,075.21
P56017	12	Grants & Contracts - Gear Up	Alvord Unified School District	Other Services	223,554.42
P56024	12	Allied HealthVTEA Title I-C	Wallcur, Inc.	Instructional Supplies	1,330.01
P56030	11	Facilities	Thyssenkrupp Elevator	Repairs - Parts	1,092.00
P56035	11	Administration & Finance	Education Mandated Cost	Other Services	2,000.00
P56036	12	Allied HealthVTEA Title I-C	Concept Learning Resource Center	Equip Additional \$200-\$4999	2,347.10
P56037	12	Allied HealthVTEA Title I-C	Alaris Medical Systems, Inc.	Equip Additional \$200-\$4999	9,653.20
P56038	12	Allied HealthVTEA Title I-C	Professional Devel Software, Inc	Equip Additional \$200-\$4999	7,044.91
P56040	12	Middle College High School	H & L Charter Company, Inc.	Transportation Contracts	1,378.50
P56042	41	Early Childhood Studies - Norco	Office Depot	Equip Additional \$200-\$4999	18,807.95
P56045	12	Workforce Preparation	Barnes & Noble	Instructional Supplies	32,000.00
P56048	11	Emergency Medical Technology	Reza Vaezazizi, M.D.	Consultants	15,000.00
P56051	11	Information Services	Roc Software Systems, Inc.	Comp. Software Maint./License	1,450.00
P56055	12	Matriculation	Gateway 2000 Major Accts., Inc.	Comp Equip. Addl \$200-\$4999	2,799.35

PO#	Func	l Department	Vendor	Description	Amount
D5 (050	11	Total and a self-control of the self-control	H.C. Edwarf or Comm	A describer	2,000,00
P56059	11	International Students	U.S. Education Group	Advertising	2,000.00
P56065	12	Economic Development	Williamson, Jeff	Conferences	4,711.00
P56066	12	Student Svcs - Upward Bound	Gallup Organization	Tests	4,013.10
P56067	11	Allied Health	Baker, Sandra	Conferences	1,536.44
P56069	12	Student Svcs - Upward Bound	MWB Business Systems	Other Services	6,535.01
P56070	11	Allied Health	Fawson, Evangeline	Conferences	1,406.44
P56076	11	Open Campus-Comm. Ed Class	U.S. Postal Service	Postage	17,500.00
P56081	11	Workforce Preparation	CDW-G	Comp Equip Additional \$5000 >	5,924.86
P56082	12	Academy CTC - VTEA	CDW-G	Instructional Supplies	5,526.59
P56086	11	Marketing	Kyocera Mita America, Inc.	Copying And Printing	1,350.00
P56100	41	Child Develop Centers - Norco	Taylor's Appliances	Equip Additional \$200-\$4999	4,210.01
P56101	41	Child Develop Centers - Norco	Office Depot	Equip Additional \$200-\$4999	3,488.08
P56102	41	Child Develop Centers - Norco	Office Depot	Equip Additional \$200-\$4999	4,103.96
P56103	41	Child Develop Centers - Norco	Office Depot	Other Supplies	1,082.48
P56105	11	Purchasing	D & D Security Enterprises LP	Purchase/Cost Of Goods Sold	1,530.81
P56115	11	Cosmetology	Express Linen Company	Towel Service	5,900.00
P56122	11	Open Campus-TV Classes	Dallas County Community College	All Other Contract	5,038.00
P56123	12	Academy CTC - VTEA Title	Bright White Paper Company	Equip Additional \$200-\$4999	3,828.00
P56125	11	International Students	Jacobsen, Marilyn	Scouting	2,465.00
P56126	12	Financial Services - BFAP	MDI Worldwide	Other Supplies	1,915.37
P56128	12	Financial Services - BFAP	Golf Cars Of Riverside	Equip Additional \$200-\$4999	3,805.84
P56131	12	Financial Services - BFAP	Golf Cars Of Riverside	Equip Additional \$200-\$4999	3,805.84
P56133	12	Financial Services - BFAP	Golf Cars Of Riverside	Equip Additional \$200-\$4999	3,805.84
P56142	12	EPOS - Care	Barnes & Noble	Book Grants	15,000.00
P56151	12	Affirmative Action	Delgadillo-Flores, Monica	Conferences	1,021.70
P56156	12	Student Svcs - Upward Bound	Barnes & Noble	Book Grants	2,200.00
P56165	12	Grants&Contracts Title V Riv	MWB Business Systems	Equip Additional \$5000 >	9,231.02
P56168	11	English/Speech Communication	Spectrum Industries	Other Supplies	1,433.05
P56170	12	Economic Development	Mark A. Lewis	Advertising	2,461.00
P56173	11	Customized Solutions	Training Dynamics	Other Services	5,400.00
P56174	12	Disabled Students Service	EZ Captioning	Other Services	30,000.00
P56182	11	Open Campus-Comm. Ed Class	Riverside Unified School District	Rents And Leases	3,510.00
1 30102	11	open campus comm. La class	14, ciside cimied benoon bistrict	Tond I ind Doubob	3,310.00

PO#	Fun	d Department	Vendor	Description	Amount
		Purchase Order Ad	ditions to Approved/Ratified Purchase	Orders of \$1,000.00 and over	
P49500	11	Production Printing	Unisource Worldwide, Inc.	Purchase/Cost Of Goods Sold	1,996.28
P49665	11	Purchasing	Office Depot	Purchase/Cost Of Goods Sold	6,573.60
P49702	11	Public Svcs & Criminal Justice	Information Technology	Telephone	2,022.94
P49888	12	EOPS - Care	Barnes & Noble	Book Grants	4,068.46
P49922	11	Admissions & Records	Card Integrators	Other Services	1,532.13
P50005	11	Purchasing	Archive Management Service	Purchase/Cost Of Goods Sold	1,741.18
P50148	11	Pub Affairs & Institul Advantage	Press Enterprise	Advertising	4,978.00
P50490	11	Dental Hygiene Program	March Joint Powers Authority	Electricity	8,124.18
P50665	11		OCE-USA, Inc.	Rents And Leases	1,143.56
P51076	11	Academy CTC	Riverside County Sheriff Dept	Consultants	30,842.18
P51102	11	Open Campus-Comm. Ed Class	Wha Companies	Other Services	1,770.50
P52300	32	Food Service	Super Snak Club	Food	1,770.05
P52301	32	Food Service	California Deli Distributors, Inc.	Food	1,200.36
P52542	11	Academy CTC	Riverside County Sheriffs Dept	Rents And Leases	60,604.91
P53005	32	Food Service	Joseph Webb Foods	Kitchen Expendables	7,780.64
P53156	11	Academy CTC	Riverside County Sheriff Dept	Consultants	11,806.08
P53356	11	Norco - Phase III District F	Information Technology	Engineering	10,600.00
P53505	11	Open Campus-TV Classes	PBS-ALSS/TBC	All Other Contract	1,864.00
P53506	11	Open Campus-TV Classes	Intelecom Intelligent	All Other Contract	1,936.00
P54016	11	Facilities	AMP Mechanical, Inc.	Maintenance	9,000.00
P54569	41	Norco - ECS Construction	S. K. Telecon, Inc.	Fixtures & Fixed Equipment	8,450.00
P54813	12	Student Svcs - Upward Bound	Costco	Other Supplies	2,820.76
P54822	11	Dean Education-Middle College	Barnes & Noble	Other Supplies	2,750.73
P54952	11	Facilities	Shell Oil Company	Other Transportation Supplies	2,500.00
P54973	11	Campus Police	Woodcrest Uniforms	Other Supplies	3,938.00
			Subtotal (pages 1-12)		4,995,446.80
					191,814.54
			Purchase Orders \$1,000 and over		5,187,261.34
			Purchase Orders under \$1,000		279,555.60
			Grand Total	·····	5,466,816.94

RIVERSIDE COMMUNITY COLLEGE DISTRICT ADMINISTRATION AND FINANCE

Report No.: IV-A-3 Date: September 16, 2004

Subject: Annuities

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

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

Salvatore G. Rotella President

Prepared by: Ed Godwin

Risk Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT PRESIDENT'S OFFICE

Report No.: IV-A-7 Date: September 16, 2004

Subject: Out-of-State Travel

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

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

- 1) Ms. Patricia Avila, associate professor, counseling, to travel to Miami, Florida, October 15-19, 2004, to attend the Hispanic Association of Colleges and Universities 18th Annual Conference. Estimated cost: \$1,751.68. Funding source: the general fund.
- 2) Dr. Bob Bramucci, dean, open campus and economic development, to travel to Bangkok, Thailand, October 22-November 2, 2004, to participate in the Education and Training Export Consortium Trade Mission to Asia. Estimated cost: \$4,940.00. Funding source: Center for International Trade Development grant funds.
- 3) Ms. Amy Cardullo, director, foundation, to travel to Salt Lake City, Utah, October 6-8, 2004, to attend the Conducting Major Gifts Campaigns Conference. Estimated cost: \$985.37. Funding source: the general fund.
- 4) Ms. Julie Crippin, analyst programmer, information services, to travel to Fairfax, Virginia, October 11-14, 2004, to attend the 2004 Technical Training Week at Datatel. Estimated cost: \$2,470.63. Funding source: the general fund.
- 5) Mr. Richard Kile, analyst programmer, information services, to travel to Fairfax, Virginia, October 11-14, 2004, to attend the 2004 Technical Training Week at Datatel. Estimated cost: \$3,262.99. Funding source: the general fund.
- Ms. Wilma LaCava, associate professor, nursing education programs, to travel to Daytona Beach, Florida, November 10-14, 2004, to attend the 22nd Annual National Student Nurses' Association Mid-Year Conference. Estimated cost: \$1,092.93. Funding source: Vocational Technical Education Act funds.
- 7) Mr. Ju Sung Lee, analyst programmer, information services, to travel to Fairfax, Virginia, October 11-14, 2004, to attend the 2004 Technical Training Week at Datatel. Estimated cost: \$3,081.50. Funding source: the general fund.
- 8) Ms. Janet Long, project director, Title V, to travel to Miami, Florida, October 15-19, 2004, to attend the Hispanic Association of Colleges and Universities 18th Annual Conference. Estimated cost: \$1,727.18. Funding source: Title V grant funds.
- 9) Ms. Janet Long, project director, Title V, to travel to Washington D.C., November 14-18, 2004, to attend the New Directors Meeting for Title V Programs. Estimated cost: \$1,556.89. Funding source: Title V grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT PRESIDENT'S OFFICE

Report No.: IV-A-7 Date: August 10, 2004

Subject: Out-of-State Travel (continued)

- Ms. Delores Middleton, assistant professor, physician assistant program, to travel to Nashville, Tennessee, November 2-7, 2004, to attend the Association of Physician Assistant Programs 2004 Education Forum and Exhibition Preliminary Program. Estimated cost: \$2006.87. Funding source: the general fund.
- 11) Mr. Jose Natal, analyst programmer, information services, to travel to Fairfax, Virginia, October 11-14, 2004, to attend the 2004 Technical Training Week at Datatel. Estimated cost: \$2,461.25. Funding source: the general fund.
- 12) President Salvatore Rotella to travel to Washington, D.C., October 7-10, 2004, to attend the American Council on Education Leadership Network on International Education. Estimated cost: \$850.00. Funding source: the general fund.
- Dr. Ward Schinke, assistant professor, political science, and Dr. Dariush Haghighat, associate professor, political science, to travel to Chicago, Illinois, November 20-24, 2004, to accompany 20 students attending the American Model United Nations International Conference. Estimated cost: \$9,065.74 Funding source: the general fund.
- 14) Ms. Deborah Slayton, procurement specialist, procurement assistance center, to travel to Honolulu, Hawaii, December 3-10, 2004, to attend the Opening Doors for America's Heroes Conference and the Department of Defense Western Regional Council meeting. Estimated cost: \$889.63. Funding source: Procurement Assistance Center grant funds.

Salvatore G. Rotella President

Prepared by: Michelle Haeckel

Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT ADMINISTRATION AND FINANCE

Report No. IV-A-9-a Date: September 16, 2004

Subject: Surplus Property

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

<u>Recommended Action</u>: 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 President

Prepared by: Marilyn K. Mathieu

District Controller

			1.505-51.11	a	ASSET
QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	TAG#
1	BRANDT	BILL COUNTER	862-2	R48969	002587
1	XEROX	COPIER	5328		
1	MACINTOSH		7300	CK7250JYAGW	010114
1	MACINTOSH	CPU-MAC	LC	E10353N	005549
1	MACINTOSH	CPU-MAC	LC		005841
1	COMPAQ	CPU-PC	DESKPRO	6634BBH3P894	008776
1	COMPAQ	CPU-PC	DESKPRO	6634BBH3P910	008770
1	GATEWAY	CPU-PC	E3000	0008573262	
1	GATEWAY	CPU-PC	E3000	0008221552	010383
1	GATEWAY	CPU-PC	E3000	0008687896	011740
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1	GATEWAY	CPU-PC	E3100	0008696562	011115
1	GATEWAY	CPU-PC	E3100	0008413079	010707
1	GATEWAY	CPU-PC	E3100	0008413052	011055
1	GATEWAY	CPU-PC	E3100	0008413081	010243
1	GATEWAY	CPU-PC	E3100	0008135081	010182
1	GATEWAY	CPU-PC	E3100	0008135070	010177
1	GATEWAY	CPU-PC	E3100	0008135047	010164
1	GATEWAY	CPU-PC	E3100	0008135051	010226
1	GATEWAY	CPU-PC	E3100	0008024654	012813
1	GATEWAY	CPU-PC	E3100	0008407306	009622
1	GATEWAY	CPU-PC	E3100	0008455379	010897
1	GATEWAY	CPU-PC	E3110	0009901960	010502
1	GATEWAY	CPU-PC	E3110	0010027257	010915
1	GATEWAY	CPU-PC	E3110	0010113123	010682
1	GATEWAY	CPU-PC	E3110	0009877339	020400
1	GATEWAY	CPU-PC	E3110	0010113136	010693
1	GATEWAY	CPU-PC	E3110	0010112248	013018
1	GATEWAY	CPU-PC	E3110	0010107583	010954
1	GATEWAY	CPU-PC	E3110	0010107585	010956
1	GATEWAY	CPU-PC	E3110	0010485956	012083
1	GATEWAY	CPU-PC	E3110	0010113557	010701
1	GATEWAY	CPU-PC	E3110	0009931573	010554
1	GATEWAY	CPU-PC	E3110	0010113126	010677

					ASSET
QUANTITY	BRAND	DESCRIPTION	MODEL#	SERIAL#	TAG#
1	GATEWAY	CPU-PC	E3110	0010113130	010667
1	GATEWAY	CPU-PC	E3110	0010088490	011939
1	GATEWAY	CPU-PC	E3110	0009659900	010607
1	GATEWAY	CPU-PC	E3110	0010485964	012081
1	GATEWAY	CPU-PC	E3110	0009847749	010969
1	GATEWAY	CPU-PC	E3110	0010107946	008161
1	GATEWAY	CPU-PC	E3110	0010113134	010663
1	GATEWAY	CPU-PC	E3110	0010113135	010665
1	GATEWAY	CPU-PC	E3110	0010107584	010850
1	GATEWAY	CPU-PC	E3110	0010485954	012086
1	GATEWAY	CPU-PC	E3110	0010113394	011302
1	GATEWAY	CPU-PC	E3110	0009309925	010528
1	GATEWAY	CPU-PC	E3110	0009932311	010550
1	GATEWAY	CPU-PC	E3110	0010107586	010952
1	GATEWAY	CPU-PC	E3110	0010112262	011290
1	GATEWAY	CPU-PC	E3200	0013249353	011205
1	GATEWAY	CPU-PC	E3200	0013249358	011208
1	GATEWAY	CPU-PC	E3200	0011220603	011575
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1	GATEWAY	CPU-PC	E4200	0013997463	013695
1	GATEWAY	CPU-PC	E4200	0010285832	011229
1	GATEWAY	CPU-PC	G6200	0006079736	008806
1	GATEWAY	CPU-PC	G6-200	0006874126	009533
1	GATEWAY	CPU-PC	G6-200	0006142938	009090
1	GATEWAY	CPU-PC	G6333	0010111744	010994
1	GATEWAY	CPU-PC	NS-8000	0009922639	011395
1	GATEWAY	CPU-PC	P5-100	4600928	008678
1	GATEWAY	CPU-PC	P5-120	5779961	023610
1	GATEWAY	CPU-PC	P5-120	5512257	008923
1	GATEWAY	CPU-PC	P5-120	4712288	009144
1	GATEWAY	CPU-PC	P5-120	5249652	023609
1	GATEWAY	CPU-PC	P5-120	5512278	008913
1	GATEWAY	CPU-PC	P5-120	5779959	010910
1	GATEWAY	CPU-PC	P5-166	5249203	008251

					ASSET
QUANTITY	BRAND	DESCRIPTION	MODEL#	SERIAL #	TAG#
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1	SHARP	FAX	FO-2600	78100384	013195
1	SHARP	FAX	FO-2850	8651259Y	012354
1	GATEWAY	LAPTOP	SOLO 2200	0007802875	009587
3	VARIOUS	MICROWAVES			
1	APPLE	MONITOR	M1296	M10481PNDTO	005831
1	APPLE	MONITOR	M1296	0485R8	005504
1	APPLE	MONITOR	M2943	CJ53188W39X	
1	APPLE	MONITOR	M4681	CY71264M6UC	010115
1	DELL	MONITOR	E771P		
1	GATEWAY	MONITOR	CRYSTALSCAN	TB1834065363	023423
1	GATEWAY	MONITOR	EV500	15009A228882	010331
1	GATEWAY	MONITOR	EV700	MIABJ3125259	014303
1	GATEWAY	MONITOR	EV700	MIABJ9481977	014104
1	GATEWAY	MONITOR	EV700	17004A017817	011602
1	GATEWAY	MONITOR	EV700	MIABJ3098948	013417
1	GATEWAY	MONITOR	EV700	LIC03325086	
1	GATEWAY	MONITOR	EV700	NV170260C9854	
1	GATEWAY	MONITOR	EV700	MIA8J3096880	013400
1	GATEWAY	MONITOR	EV700	HDA8J5007567	013603
1	GATEWAY	MONITOR	EV700	17004A064072	
1	GATEWAY	MONITOR	EV700	17004A049811	010193
1	GATEWAY	MONITOR	EV700	17004A479261	
1	GATEWAY	MONITOR	EV700	MI54I1253953	010533
1	GATEWAY	MONITOR	EV700	MI54I1254142	010531
1	GATEWAY	MONITOR	EV700	17004A493235	014027
1	GATEWAY	MONITOR	EV700	17004A488592	
1	GATEWAY	MONITOR	EV700	17004A69832	010251
1	GATEWAY	MONITOR	EV700	MIA8J4171181	013581
1	GATEWAY	MONITOR	EV700	P905007708	013512
1	GATEWAY	MONITOR	EV700	LIC14509347	
1	GATEWAY	MONITOR	EV700	MU17046C0005931	
1	GATEWAY	MONITOR	EV700	M1ABJ4173249	013583
1	GATEWAY	MONITOR	EV700	15009A419495	
1	GATEWAY	MONITOR	EV700	MU174046C0200544	
1	GATEWAY	MONITOR	EV700	MU17026CK7447	013357
1	GATEWAY	MONITOR	EV700	17004A020945	010373
1	GATEWAY	MONITOR	EV700	MU17026D05470	

					ASSET
QUANTITY	BRAND	DESCRIPTION	MODEL#	SERIAL#	TAG#
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1	GATEWAY	MONITOR	EV700	17014D663653	
1	GATEWAY	MONITOR	EV700	17014D428476	014958
1	GATEWAY	MONITOR	EV700	17004A428009	010500
1	GATEWAY	MONITOR	EV700	17004A988657	012541
1	GATEWAY	MONITOR	EV700	17004A018234	010198
1	GATEWAY	MONITOR	EV700	17014D718801	016475
1	GATEWAY	MONITOR	EV910	19016B410871	019346
1	GATEWAY	MONITOR	EV910	19016B436198	017980
1	GATEWAY	MONITOR	EV910	19016B436183	017967
1	GATEWAY	MONITOR	EV910	KV19030B39301	018021
1	GATEWAY	MONITOR	EV910	19016B436178	
1	GATEWAY	MONITOR	EV910	19016B436178	017989
1	GATEWAY	MONITOR	EV910	19016B436182	017991
1	GATEWAY	MONITOR	EV910	19016B410872	019350
1	GATEWAY	MONITOR	EV910	19016B436187	017969
1	GATEWAY	MONITOR	EV910	19016B433932	017982
1	GATEWAY	MONITOR	EV910	19016B069901	014501
1	GATEWAY	MONITOR	EV910	19016B171153	015166
1	GATEWAY	MONITOR	VIVITRON	8440691	008253
1	GATEWAY	MONITOR	VIVITRON	8416789	009143
1	GATEWAY	MONITOR	VIVITRON	8053766	009052
1	GATEWAY	MONITOR	VIVITRON	8022708	009445
1	GATEWAY	MONITOR	VIVITRON		011618
1	GATEWAY	MONITOR	VIVITRON	8075607	009665
1	GATEWAY	MONITOR	VIVITRON	8075403	009661
1	GATEWAY	MONITOR	VIVITRON	8328555	008675
1	GATEWAY	MONITOR	VIVITRON	8168584	012880
1	GATEWAY	MONITOR	VX1100	802003235	010659
1	GATEWAY	MONITOR	VX1110	TDB013298	015114
1	GATEWAY	MONITOR	VX700	C901179530	013761
1	GATEWAY	MONITOR	VX700	P910144283	014221
1	GATEWAY	MONITOR	VX700	P910144295	014231
1	GATEWAY	MONITOR	VX700	P910144342	014235
1	GATEWAY	MONITOR	VX700	P905007769	013359
1	GATEWAY	MONITOR	VX700	P910144346	014225
1	GATEWAY	MONITOR	VX700	P910144284	014219
1	GATEWAY	MONITOR	VX700	P910144343	014209

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QUANTITY	BRAND	DESCRIPTION	MODEL#	SERIAL#	TAG#
1	GATEWAY	MONITOR	VX700	P910144279	014211
1	GATEWAY	MONITOR	VX700	P910144357	014207
1	GATEWAY	MONITOR	VX700	MU17046C0006615	018455
1	GATEWAY	MONITOR	VX700	C901179544	013445
1	GATEWAY	MONITOR	VX700	P910144358	014237
1	GATEWAY	MONITOR	VX700	P910144351	014227
1	GATEWAY	MONITOR	VX700	P905007575	013355
1	GATEWAY	MONITOR	VX700	P910144288	014223
1	GATEWAY	MONITOR	VX700	P910144238	014215
1	GATEWAY	MONITOR	VX700	P910144350	014217
1	GATEWAY	MONITOR	VX700	P910144356	014229
1	GATEWAY	MONITOR	VX700	P910144286	014205
1	GATEWAY	MONITOR	VX700	P910144277	014203
1	GATEWAY	MONITOR	VX700	P910144276	014201
1	GATEWAY	MONITOR	VX700	P905007566	013371
1	GATEWAY	MONITOR	VX700	P905007780	013353
1	GATEWAY	MONITOR	VX700	P910144287	014213
1	GATEWAY	MONITOR	VX700	P907072461	014984
1	GATEWAY	MONITOR	VX700	P905007549	013513
1	GATEWAY	MONITOR	VX700	P910144193	014233
1	GATEWAY	MONITOR	VX700	C901182637	012562
1	GATEWAY	MONITOR	VX720	107012069	013590
1	GATEWAY	MONITOR	VX720	P007087159	
1	GATEWAY	MONITOR	VX900	18JOO4702	011780
1	GATEWAY	MONITOR	VX900	T8I039472	012160
1	GATEWAY	MONITOR	VX900	V8J005277	011781
1	GATEWAY	MONITOR	VX900	TBI024854	011227
1	GATEWAY	MONITOR	VX900	V9D001252	013629
1	GATEWAY	MONITOR	VX900	V9D003881	013623
1	GATEWAY	MONITOR	VX900	G9E000844	013749
1	GATEWAY	MONITOR	VX900	G9D007857	011766
1	GATEWAY	MONITOR	VX900	BU0D082872	014552
1	GATEWAY	MONITOR		17004A020930	010369
1	LG	MONITOR	700S	211MX21645	
1	MAG	MONITOR	MX21F	MA2134016434	008032
1	SONY	MONITOR	CPD-200ES	4149768	
1	DUKANE	OVERHEAD PROJECTOR	4003	1818571	007185
1	APPLE	PRINTER	LASERWRITER	D551304139M	010113

QUANTITY	BRAND	DESCRIPTION	MODEL#		ASSET TAG#
1	BROTHER	PRINTER	HL-1040		011682
1	EPSON	PRINTER	LQ-2170	2NJY019091	009403
1	EPSON	PRINTER	LX-300	1W7X109558	008177
1	HP	PRINTER	5L	USCB243068	008214
1	HP	PRINTER	G6	USDQ0582730203770	0023
1	HP	PRINTER	LJ4	JPGK193740	007966
1	HP	PRINTER	LJ4	JPBK052880	007639
1	HP	PRINTER	OFFICJET	US488410GT	007457
1	HP	SCANNER	C2570A	3416J03646	007739
1	KODAK	SLIDE PROJECTOR	EKTAGRAPHIC III	205865	016794
6		TABLES			
1	IBM	TYPEWRITER	WHEELWRITER	T6934	005564
1	IBM	TYPEWRITER	WHEELWRITER	PBK32	003996
1	IBM	TYPEWRITER	WHEELWRITER	0641707	002037

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1 Date: September 16, 2004

Subject: Services Agreement – Altek Advertising Agency

<u>Background</u>: For the past two fiscal years Altek Advertising Agency has provided the District with marketing and advertising services promoting the business programs of the Office of Economic Development. The services include website hosting and maintenance, public relation services in the form of press releases and placement, and sponsorship recruitment and partnership development. The Office of Economic Development is seeking to renew the services agreement with Altek, for \$15,000, for the 2004-05 fiscal year to ensure continuity in current marketing efforts.

The vendor in this contract is a consultant that makes or participates in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, the vendor may be subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. However, the staff does not recommend that the Board deem the vendor as a "Designated Employee" for purposes of the Conflict of Interest Code. This agreement has been reviewed by Bob Bramucci, Dean, Open Campus and Economic Development, and Ed Godwin, Risk Management. Funding source: General Fund.

<u>Recommended Action</u>: It is recommended that the Board of Trustees ratify the Services Agreement with Altek Advertising Agency for marketing services for \$15,000 during the period of July 1, 2004 to June 30, 2005, and authorize the Vice President, Administration and Finance, to sign the agreement.

Salvatore G. Rotella President

<u>Prepared by:</u> Linda R. Reifschneider

Director, Corporate & Business Development

AGREEMENT FOR MARKETING AND BUSINESS ASSISTANCE SERVICES

THIS AGREEMENT is made this 1st day of July 2004, by and between RIVERSIDE COMMUNITY COLLEGE DISTRICT, herein called RCCD, and ALTEK ADVERTISING AGENCY, herein called Service Provider.

Recitals.

- a) Service Provider represents that it has the background and experience to develop and implement a marketing program for Economic & Community Development of RCCD and is familiar with the purpose and powers of RCCD.
- b) RCCD desires that a marketing program be developed and to retain Service Provider in that connection, and Service Provider is desirous of rendering such services.
- 2. <u>Purpose.</u> It shall be the purpose of this agreement for Service Provider to develop a marketing program as more specifically provided hereinafter, for which Service Provider shall receive compensation as provided in Paragraph 7 herein.
- 3. <u>Scope of Service</u>. Service Provider shall develop a marketing program, including, without limitation, labor or materials, equipment, transportation, supervision, and expertise, as may be necessary to fully and professionally perform the services set forth in Exhibit "A" (Scope of Services), attached hereto and by this reference made a part of this agreement.
- 4. <u>Term.</u> Service Provider shall commence the performance of the services contemplated beginning on July 1, 2004, and shall complete such services on or before June 30, 2005, unless terminated earlier as provided hereinafter.
- 5. Cooperation/Inspection. RCCD shall give timely cooperation to Service Provider to include reasonable access to RCCD'S training facilities as may be deemed necessary to perform the services contemplated hereunder. Service Provider shall cooperate, and otherwise work with, RCCD's personnel and make itself available to RCCD's personnel and other consultants, if applicable, during the term of this agreement. 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.
- 6. <u>Standard of Care/Licenses.</u> Service Provider 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.

7. Compensation/Billing/Payment.

- a) As compensation for the services to be rendered hereunder, RCCD shall pay to Service Provider 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. Not-withstanding the provisions of this Paragraph 7, the total amount of compensation to be paid to Service Provider should not exceed the sum of \$15,000 unless written approval has first been obtained from RCCD's Representative, as designated hereinafter.
- b) Service Provider shall submit a separate billing and accounting on a per course basis to RCCD. Each billing and accounting shall include a description of the services performed, supplied provided and hours worked, and shall include a certification which reads, as follows:

	Date:	
	Signature:	
	Title:	
	Statement Number:	
c)	RCCD shall review each billing and accounting upon receipt thereof, and, thereafter p	romptly pay
	Service Provider all approved amounts.	

"I hereby certify that all the data set forth in this billing and accounting is true and accurate."

- 8. <u>Reimbursement of Expenses.</u> Service Provider shall not 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, unless written approval has been obtained from RCCD's representative.
- 9. Additional Services. Upon request in writing to do so by RCCD during the term of this agreement, Service Provider 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".
- 10. <u>Records</u>. Service Provider shall maintain complete and accurate accounting records, and supporting documentation in connection therewith, with respect to the services contemplated hereunder and any such costs and expenses incurred in connection therewith. All such records and documentation shall be clearly identified and readily accessible. RCCD, or its designated representative, shall have the right to examine, inspect, audit and make transcripts or copies of such records and documents during the term of this agreement and for a period of three (3) years after final payment has been made, subject to reasonable notice.
- 11. <u>Termination</u>. This agreement may be terminated in whole or in part by RCCD or its authorized representative upon written notice thereof to Service Provider. In the event of such termination, Service Provider shall deliver to RCCD forthwith all documents, data, graphs, summaries, and other related materials, finished or unfinished, which were prepared or accumulated by Service Provider in connection with the services contemplated hereunder and Extra Work performed prior to the date of such termination. Upon delivery thereof Service Provider shall be paid for all approved compensation and expenses not previously paid by RCCD prior to the date of such termination.

12. Representatives.

- a) RCCD's Vice President Administration & Finance and his 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 Service Provider at all reasonable times.
- b) Service Provider's representative shall be Dwight Cromie or designee, who shall be the person in charge of all services to be performed hereunder. Service Provider's representative shall be available to RCCD at all reasonable times. Any substitution or replacement of Service Provider's representative shall require prior approval, in writing by RCCD's representative.
- 13. <u>Right to Engage or Employ Other Service Providers.</u> Unless otherwise proscribed herein, RCCD reserves the right to engage or employ other service providers to provide similar to those contemplated herein.

- 14. Property of RCCD. All new data prepared by service provider in relation to the operation of Economic and Community Development 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 Service Provider shall have the right to retain copies of all such data for its records. RCCD shall not be limited in any way in its use of such data at any time.
- 15. Confidentiality. All client information submitted to Service Provider in connection with this agreement shall be held in a strictly confidential manner by Service Provider. Such materials shall not, without the written consent of RCCD, be used by Service Provider for any purpose other than the performance of the services hereunder, not shall such materials be disclosed to any person or entity not connected with the performance of the services hereunder. Nothing submitted to Service Provider, which is otherwise known to Service Provider or is generally known or becomes known to a related business or industry such as Service Provider's shall be deemed confidential. Service Provider shall not use RCCD's name logo, insignia, or photographs, or pictures that relate to the services hereunder, or any publicity pertaining thereto in any magazine, trade paper, newspaper, television, or radio production, or other similar medium without the prior written consent of RCCD.
- 16. <u>Publication</u>. Except as may be necessary for the performance of the services hereunder, no copies, sketches, or graphs of materials including graphic art work, which are prepared pursuant to this agreement, shall be released by Service Provider to any other person or agency without the prior written approval of RCCD. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed exclusively by RCCD, unless otherwise approved in writing, by RCCD.
- 17. <u>Independent Contractor</u>. Service Provider shall act in an independent capacity during the term of this agreement and not as an employee or agent of RCCD.
- 18. <u>Assignability</u>. Service Provider cannot assign any of its 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 its rights, duties and obligations hereunder.
- 19. <u>Procurement of Similar Services</u>. 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.

20. Hold Harmless.

- a) Service Provider shall indemnify and hold RCCD, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Service Provider, relating to or in anywise connected with or arising from the accomplishments of the services to be rendered hereunder, and Service Provider shall defend, at its expense, including attorneys' fees, RCCD, its officers, agent, employees and independent contracts in any legal action based upon such alleged acts or omissions. The obligation 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 alleged acts or omissions are fully and finally barred by the applicable stature of limitations.
- b) With respect to any action or claim which is subject to indemnification by Service Provider as set forth in Paragraph 20(a) above, Service Provider shall, at its own cost, have the right to defend the same using counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of RCCD; provided, however, that any such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes Service Provider's indemnification or RCCD as set forth above.
- 21. <u>Additional Insured</u>. 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.

22. Force Majeure.

- a) In the event Service Provider 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 Service Provider 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 act of God, acts of war, civil disorders, or other similar acts, RCCD shall not be held liable to Service Provider for such failure to comply.
- 23. <u>Notices</u>. 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:

James L. Buysse Vice President Administration & Finance Riverside Community College District 4800 Magnolia Avenue Riverside, CA 92506

Service Provider:

Dwight Cromie CEO and President Altek Advertising Agency 1960 Chicago Ave #D-3 Riverside, CA 92507

Or to such other addresses as from time-to-time shall be designated by the respective parties.

- 24. <u>Waiver of Performance</u>. 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 provision contained herein or of the strict and timely performance of such provisions.
- 25. <u>Venue</u>. 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 proceedings to any other county.
- 26. Attorneys' Fees. In the event of any litigation or arbitration between RCCD and Service Provider 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 part of parties, all costs and expenses including reasonable attorneys' fees incurred therein by the successful party or parties, all of which shall be included in and part of the judgment rendered in such litigation or arbitration.
- 27. <u>Nondiscrimination</u>. Service Provider shall not discriminate in it recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this agreement, and to the extent they may be applicable hereto, Service Provider shall comply with the provisions of the California Fair Employment and Housing Act (commencing with Section 12900 of the Government Code), and the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended, and all rules and regulations issued pursuant to said Acts.

- 28. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- 29. Time of Essence. Time is of the essence for each and every provision of this agreement.
- 30. <u>Paragraph Headings</u>. 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.
- 31. <u>Binding on Successors</u>. The Service Provider its assignees, and successors in interest, shall be bound by all the provisions contained in this agreement and all of the parties thereof shall be jointly and severally liable.
- 32. <u>Authority to Execute</u>. Service Provider represents and warrants that the individuals whose signatures appear hereinafter are authorized to execute this agreement on behalf of Service Provider.
- 33. 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 understanding, oral or written, in connection thereon.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BY:
DATE:
SERVICE PROVIDER
BY:
DATE.

EXHIBIT A

SCOPE OF SERVICES

Altek Advertising Agency will provide the following marketing services:

Agency Marketing Services include: (\$1,250 per month)

- Monthly Strategic planning meetings (1 hr. Monthly)
- Press releases development (2 hr. Monthly)
- Press Release distribution to local media sources (2 hr. Monthly)
- Opt-e-mail development (2 hr. Monthly)
- Opt-e-mail distribution (1 hr. Monthly)
- 24 48 turn around Website maintenance (1 hr. Monthly)
- Website hosting with status reports (1 hr. Monthly)
- Event Planning for 6 events (4 hrs. per event)

Additional cost Fund Raising Services (20% of funds raised)

- Sponsorship recruitment & Partnership development (Monthly estimate Unknown)
- Program and Event fund raising (Monthly estimate Unknown)

Additional Creative Services (Based on needs)

- Creative design cost for Radio, TV and Print ads
- Creative design for Brochures Printing cost for coupons
- Printing cost for ads and brochures
- Postage cost
- Other indirect or direct cost

EXHIBIT B

COMPENSATION SCHEDULE

\$1,250 per month for 12 months. Payment made upon receipt of invoice.

RIVERSIDE COMMUNITY COLLEGE DISTRCT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2 Date: September 16, 2004

<u>Subject</u>: Consultant Agreement with Network International Exports, Inc.

<u>Background</u>: Attached for the Board's approval is an agreement with Network International Exports, Inc. to provide project management assistance in the Market Development Cooperator Program (MDCP) grant and provision of 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 \$52,000 (maximum 1300 hours). Additionally, international/domestic travel expenses incurred by Network International Exports, Inc. will be reimbursed up to a maximum of \$5,500. The term of the agreement is from October 1, 2004 through September 30, 2005.

The vendor in this contract is a consultant that makes or participates in the making of decisions that may have a foreseeable material effect on financial interests of the District. As such the vendor may be subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. The staff recommends that the Board deem the vendor as a "Designated Employee" for purposes of the Conflict of Interest Code. Activities connected with this contract are deemed to be low-risk by the staff. This agreement has been reviewed by Dr. Robert Bramucci, Dean, Open Campus and Economic Development, Dr. Sylvia Thomas, Associate Vice President, Instruction and Mr. Ed Godwin, Risk Management.

Funding source; U.S. Department of Commerce, International Trade Administration Market Development Cooperator Program (federal funds), no cost to the District.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the consultant agreement with Network International Exports, Inc. for the period of October 1, 2004 through September 30, 2005, for up to \$57,500 (\$52,000 in services and \$5,500 for travel), and authorize the Vice President, Administration & Finance, Dr. James L. Buysse, to sign the agreement.

Salvatore G. Rotella President

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 14th day of September 2004, 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 <u>General Description of Services.</u> 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 <u>Term.</u> The Term of this Agreement shall be from October 1, 2004 until September 30, 2005, unless earlier terminated as provided herein.

4. RESPONSIBILITIES OF CONSULTANT.

- 4.1 <u>Schedule of Services</u>. 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 <u>Coordination of Services.</u> CONSULTANT agrees to work closely with RCCD staff in the performance of Services and shall be available to RCCD's staff and consultants at all reasonable times.
- 4.3 Approval and Inspection. All work performed by CONSULTANT shall

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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 <u>Standard of Care; Licenses.</u> 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 <u>Control and Payment of Subordinates.</u> 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. <u>COMPENSATION AND PAYMENT.</u>

- 5.1 <u>Compensation.</u> 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 \$57,500 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 <u>Payment of Compensation.</u> 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 <u>Reimbursement for Expenses.</u> 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 <u>Records.</u> 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 <u>Termination.</u> 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 <u>Procurement of Similar Services.</u> In the event this Agreement is terminated in whole or in part, RCCD may procure, upon such terms and in such manner as it my determine appropriate, services similar to those terminated.
- 7.3 <u>Contract Amendment.</u> 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 <u>RCCD's Right to Employ Other Consultants.</u> RCCD reserves the right to employ other consultants in connection with this Project.
- 7.5 RCCD's Representative. RCCD's Vice President, Academic Affairs, 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 <u>CONSULTANT'S Representative.</u> 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 <u>Confidentiality.</u> 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 <u>Publication.</u> 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 <u>Indemnification.</u> 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 ultimately determined to be due to acts, errors or omissions or willful misconduct of CONSULTANT. The indemnification obligation shall survive the expiration or termination of this agreement.
- 7.11 <u>Effect of Acceptance.</u> 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 <u>Equal Opportunity Employment.</u> 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 <u>Successors and Assigns.</u> 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 <u>Subcontracting.</u> CONSULTANT shall not subcontract any portion of the work required by this Agreement without the prior written approval of RCCD.
- 7.15 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 7.16 <u>Time of Essence.</u> Time is of the essence for each and every provision of this Agreement.
- 7.17 <u>Headings.</u> 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 <u>Delivery of Notices.</u> 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 President, Administration & Finance Riverside Community College District 4800 Magnolia Avenue

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.

Riverside, CA 92506-1299

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- 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 <u>Hold Harmless.</u> The CONSULTANT shall hold harmless, indemnify and defend RCCD against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the CONSULTANT, his employees, or agents. RCCD shall hold harmless, indemnify and defend the CONSULTANT against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of RCCD, its employees, or agents.
- 7.21 <u>Entire Agreement.</u> 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 President, Administration & 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.
 - a. Execution of project plan and activities
 - b. Market promotion activities and material development
 - c. Development of partners and cooperators
 - d. Outbound and Inbound trade mission organization
 - e. Web portal functionality and content development

EXHIBIT "B" TO RCCD CONSULTANT AGREEMENT

COMPENSATION SCHEDULE

- A maximum of 1300 hours of service @ \$40 dollars per hour for a maximum of \$52,000. 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 \$5,500 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: V-A-3 Date: September 16, 2004

Subject: Agreement with Sarah Burnett

<u>Background</u>: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Sarah Burnett (Speaker) to provide a one-day workshop on "Identifying Sensory Integration Problems" on February 17, 2005, from 6:00 p.m. to 8:00 p.m. at the Temple Beth El Social Hall in Riverside, California, in an amount not to exceed \$200.00.

The one-day workshop provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, the 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 President of Instruction, and Ed Godwin, Risk Manager. Funding source: Riverside County Children and Families Commission Faculty and Staff Training Grant.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the agreement with Sarah Burnett to provide a workshop on "Identifying Sensory Integration Problems" on February 17, 2005, at the Temple Beth El Social Hall in Riverside, California in an amount not to exceed \$200.00, and authorize the Vice President, Administration and Finance, to sign the agreement.

Salvatore G. Rotella President

Prepared by: Debbie Whitaker-Meneses

Associate Dean, Early Childhood Studies

and Debbie Cazares

Assistant Professor and Chair, Early Childhood Studies

AGREEMENT BETWEEN

SARAH BURNETT AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into by and between Riverside Community College District (District) and Sarah Burnett (Speaker) on September 15, 2004.

The parties hereto mutually agree as follows:

- 1. The speaker agrees to provide the following services:
 - Present a workshop on "Identifying Sensory Integration Problems" on Thursday, February 17, 2005 from 6:00 p.m. to 8:00 p.m.
- 2. The service outlined in Paragraph 1 will be provided at Temple Beth El Social Hall, 2675 Central Avenue, Riverside, California. The District shall provide the Speaker adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1.
- 3. The services rendered by the Speaker are subject to review and supervision by the President and other designated representatives of the District.
- 4. The term of this agreement shall begin and end February 17, 2005.
- 5. Payment in consideration of this agreement shall not exceed \$200.00, including Speaker fee and mileage charges.
- 6. Speaker shall hold harmless, indemnify, and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors, or omissions of the Speaker.
- 7. Speaker shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Sarah Burnett, Speaker	James L. Buysse
SS#	Vice President, Administration & Finance
	Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-4 Date: September 16, 2004

Subject: Agreement with Angela Calloway

<u>Background</u>: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Angela Calloway (Speaker) to provide a one-day workshop on "How to Handle Stress-Related Challenging Behaviors" on April 25, 2005, from 6:00 p.m. to 8:00 p.m. at the Temple Beth El Social Hall in Riverside, California, in an amount not to exceed \$200.00.

The one-day workshop provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the 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 President of Instruction, and Ed Godwin, Risk Manager. Funding source: Riverside County Children and Families Commission Faculty and Staff Training Grant. Funding source: Riverside County Children and Families Commission Faculty and Staff Training Grant.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the agreement with Angela Calloway to provide a workshop on "How to Handle Stress-Related Challenging Behaviors" on April 25, 2005, at the Temple Beth El Social Hall in Riverside, California in an amount not to exceed \$200.00, and authorize the Vice President, Administration and Finance, to sign the agreement.

Salvatore G. Rotella President

Prepared by: Debbie Whitaker-Meneses

Associate Dean, Early Childhood Studies

and Debbie Cazares

Assistant Professor and Chair, Early Childhood Studies

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AGREEMENT BETWEEN ANGELA CALLOWAY AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into by and between Riverside Community College District (District) and Angela Calloway (Speaker) on September 15, 2004.

The parties hereto mutually agree as follows:

- 1. The Speaker agrees to provide the following services:
 - a. Present a workshop on "How to Handle Stress-Related Challenging Behaviors" on Thursday, April 21, 2005, from 6:00 p.m. to 8:00 p.m.
- 2. The service outlined in Paragraph 1 will be provided at Temple Beth El Social Hall, 2675 Central Avenue, Riverside, CA. The District shall provide the Speaker 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 the President and other designated representatives of the District.
- 4. The term of this agreement shall begin and end April 21, 2005.
- 5. Payment in consideration of this agreement shall not exceed \$200.00, including Speaker fee, and mileage charges.
- 6. Speaker shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors, or omissions of the Speaker.
- 7. Speaker shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status, or sex.

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

Angela Calloway, Speaker	James L. Buysse
SS#	Vice President of Administration & Finance Riverside Community College

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5 Date: September 16, 2004

<u>Subject</u>: Agreement – Sanford Systems Evaluation

Background: This year Riverside Community College GEAR UP/Passport Plus was awarded two supplemental grants from SBC and the National Council for Community Education Partnerships (NCCEP). The focus of the first grant is to "enhance the teaching and learning functions through the use of instructional technologies in GEAR UP classrooms." This aspect of the GEAR UP program will hire an evaluation specialist who will train teachers at Arlington and Ramona High School on data-driven decision making using Edusoft educational software. The focus of the second grant is to "prepare students for college attendance and the workplace by supporting after-school and summer academic enrichment programs in math, science, reading, and technological literacy." Utilizing READ 180, Norte Vista High School will create an afterschool reading program. The GEAR UP staff is proposing to utilize the services of Sanford Systems, Inc. for assistance in the evaluation and training of both projects for the period of September 20, 2004 to September 1, 2005, for an amount not to exceed \$5,500. Ed Godwin, Risk Manager, approved this contract with recommended changes. The activity reported in the contract has been deemed to be low risk. The staff recommends that the Board deem the vendor as a "Designated Employee" for purposes of the Conflict of Interest Code. The amended contract has been reviewed and approved by Ed Godwin, Risk Manager, and Linda Lacy, Vice President of Student Services. Funding Source: SBC/GEAR UP Supplemental grants.

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement between Sanford Systems, Inc. for assistance in the evaluation and training of both projects for the period of September 20, 2004, to September 1, 2005, for an amount not to exceed \$5,500, and authorize the Vice President, Administration and Finance to sign the contract.

Salvatore G. Rotella President

Prepared by: Marilyn Martinez-Flores

Director, GEAR UP/Passport Plus

CONSULTANT AGREEMENT BETWEEN Sanford Systems Inc. AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, is made and entered into by and between Sanford Systems Inc., hereinafter referred to as the "Consultant", and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "The District".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning **September 20, 2004**, and will continue in effect until **September 1, 2005**.

ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Consultant, The District shall pay Consultant \$5,500. The district will be invoiced for payment half of the contract amount upon signing of the contract (\$2,250). The District will be invoiced for the second half of the contract amount in June 2005 (\$2,250). Payment shall be received by the contractor within 15 days of receipt of Consultant's invoice.

ARTICLE IV. OBLIGATIONS OF CONSULTANT

- 4.01 <u>Minimum Amount of Service</u>. Consultant agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of The District.
- 4.02 <u>Indemnification</u>. Consultant and The District mutually agree to indemnify and hold each other free and harmless from any obligations, costs, claims, judgments, attorneys' fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement. The District also agrees to hold Consultant harmless for claims of liable and slander for information contained in the formal report to the District.

- 4.03 <u>Assignment</u>. 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 <u>Treatment of The District Information</u>. Consultant shall regard all District data and information used in the work performed under this agreement as confidential.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

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

Riverside Community College District	Consultant	
James L. Buysse	Shannon Wells, Ph.D.	
Vice President, Administration and Finance	Sanford Systems Incorporated	
Date	Date	_

EXHIBIT A

Consultant Agreement with Riverside Community College District

SCOPE OF SERVICES

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

Study and Prepare a Report

Consultant hereby agrees to perform the following evaluation services for the Riverside Community College GEAR UP/Passport Plus SBC Supplemental Grants.

SBC Grant Opportunity #1: Enhancing the Teaching and Learning Functions through the Use of Instructional Technologies in GEAR UP Classrooms: A Capacity-Building Program for Teachers (Edusoft Educational Software at Riverside Unified School District)

- ❖ Provide comprehensive training to the identified Evaluation Specialist on the use and functions of the Edusoft educational software program
- ❖ Assist the Evaluation Specialist in adhering to specific benchmark goals for the evaluations process and developing appropriate evaluation tools to track the success rate of the project and report this to the GEAR UP lead evaluator and project director
- ❖ Assist the Evaluation Specialist with the evaluation plan that include but are not limited to the following measurements:
 - ➤ <u>Measure 1</u>: Number and percentage of teachers who are accessing student acheivement data via Edusoft software.
 - ➤ <u>Measure 2</u>: Number of teachers and tutors who receive first-time training on Edusoft software.
 - ➤ <u>Measure 3</u>: Change in attitude, perceptions and pedagogy regarding data-driven decision making.
 - Measure 4: Change in students' semester grade point average within classrooms where teachers are using Edusoft software as a teaching tool.
 - Measure 5: Change in student performance on district benchmark exams within classrooms where teachers are using Edusoft software as a teaching tool.
 - Measure 6: Change in student academic performance as measured by grade point average and benchmark assessments for sub-groups who are receiving individualized tutoring based on data provided through Edusoft software.
- ❖ Assist the Evaluation Specialist in the evaluation process within the scope of this specific project as part of the GEAR UP SBC mid-year, end-of-year and GEAR UP Annual Performance Report.

SBC Grant Opportunity #2: Preparing Students for College Attendance and the Workplace by Supporting After-School and Summer Academic Enrichment Programs in Math, Science, Reading and Technological Literacy (READ 180 Program at Alvord Unified School District)

- ❖ Assist site and/or district coordinator to identify target student population utilizing the California Standards Test (CST) and the Diagnosite Reading Program (DRP) as placements tests for students participating in the READ 180 after-school program.
- ❖ Conduct and monitor an evaluation plan that include but are not limited to the following measurements:
 - ➤ <u>Measure 1</u>: Change in attitude and perceptions of students regarding reading and their success with reading.
 - ➤ <u>Measure 2</u>: Change in students' semester grade point average in English and cummulative grade point average.
 - ➤ <u>Measure 3</u>: Change in students' lexile scores as demonstrated by their Scholatic Reading Inventory (SRI) pre and post-test.
 - ➤ <u>Measure 4</u>: Student demonstration of acquired skills from the after-school program that are reflected in the application of these skills in their traditional English courses.
 - ➤ <u>Measure 5</u>: Change in the Normal Curve Equivalent (NCE) demonstrating a gain in the students' reading ability as measured by READ 180 software.
 - ➤ <u>Measure 6</u>: Change in student academic performance as measured by baseline data comparision with trismester assessment data (INSPECT and SRI).
- Conduct a comparison analysis with students who are receiving instructional intervention in an after-school setting and those who are receiving in classroom intervention.

Deliverables

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

- Written and oral report to the GEAR UP/Passport Plus Director and GEAR UP Leadership Team (comprised of members from Alvord and Riverside Unified School District).
- Assist with the SBC grant mid-year, end-of-year reports and only on specific program evaluation that impacts the GEAR UP Annual Performance Report.

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-6 Date: September 16, 2004

Subject: Agreement – English Articulation Project, Richard Hishmeh and

Jason S. Spangler

Background: This year Riverside Community College GEAR UP/Passport Plus has planned to develop an English Articulation Project. The overall objective of the project is to articulate English/Language Arts standards beginning in middle school up to post-secondary institutions in order to strengthen the 7-16 pipeline and ensure the academic success and appropriate placement of GEAR UP students in lower-division English courses. The GEAR UP staff will establish a planning team comprised of English instructors from the GEAR UP high schools, feeder middle schools, and English instructors from Riverside Community College and the University of California, Riverside. The GEAR UP staff is proposing to utilize the services of Richard Hishmeh and Jason Spangler, teaching assistants at the University of California, Riverside for assistance in the project for the period of September 20, 2004, to September 1, 2005, for an amount not to exceed \$1,000 each for a total of \$2,000. Ed Godwin, Risk Manager, approved this contract with recommended changes. The activity reported in the contract has been deemed to be low risk. The staff recommends that the Board deem the consultants as "Designated Employees" for purposes of the Conflict of Interest Code. The amended contract has been reviewed and approved by Ed Godwin, Risk Manager, and Linda Lacy, Vice President of Student Services. Funding Source: GEAR UP/Passport Plus federal grant.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the attached agreement with Richard Hishmeh and Jason S. Spangler for their assistance and participation in the English Articulation Project for the period of September 20, 2004 to September 1, 2005, for an amount not to exceed \$1,000 each (total of \$2,000), and authorize the Vice President, Administration and Finance to sign the contract.

Salvatore G. Rotella President

Prepared by: Marilyn Martinez-Flores

Director, GEAR UP/Passport Plus

CONSULTANT AGREEMENT BETWEEN Richard Hishmeh AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, is made and entered into by and between Richard Hishmeh, Teaching Assistant at the University of California, Riverside., hereinafter referred to as the "Consultant", and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "The District".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning **September 20, 2004**, and will continue in effect until **September 1, 2005**.

ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Consultant, The District shall pay Consultant \$1,000.

ARTICLE IV. OBLIGATIONS OF CONSULTANT

- 4.01 <u>Minimum Amount of Service</u>. Consultant agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of The District.
- 4.02 <u>Indemnification</u>. Consultant and The District mutually agree to indemnify and hold each other free and harmless from any obligations, costs, claims, judgments, attorneys' fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement. The District also agrees to hold Consultant harmless for claims of liable and slander for information contained in the formal report to the District.

- 4.03 <u>Assignment</u>. 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 <u>Treatment of The District Information</u>. Consultant shall regard all District data and information used in the work performed under this agreement as confidential.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

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

Riverside Community College District	Consultant	
James L. Buysse Vice President, Administration and Finance	Richard Hishmeh	
Date	Date	

EXHIBIT A

Consultant Agreement with Riverside Community College District

SCOPE OF SERVICES

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

Study and Prepare a Report

Consultant hereby agrees to perform the following services for the Riverside Community College GEAR UP/Passport Plus "English Articulation Project".

Objective: To articulate English/Language Arts standards beginning in middle school up to

post-secondary institutions in order to strengthen the 7-16 pipeline and ensure the academic success and appropriate placement of GEAR UP students in lower-

division English courses.

Goals: To articulate RCCD and UCR college entry level courses with 7-12th grade

English standards at the three GEAR UP high schools and feeder middle schools

To begin backwards mapping English standards from college entry level English courses (RCCD & UCR) and ending in 7th grade English/Language Arts

To review the skills tested in RCCD's Accuplacer and UCR's Subject A placement examinations and investigate how they relate to English standards taught in the 7-12th grade

To identify gaps and/or overlaps in English standards and create scaffolding that allows a transition into lower-division English where students can succeed by attaining the necessary skills

To increase pedagogical communication and collaboration among the K-16 pipeline and form a partnership among academic departments

To develop a recommendation for each participating District to ensure academic standards are articulated between four-year institutions, community college, local high schools and middle schools

Timeline and Activities:

Fall 2004: Present project proposal to RCCD and UCR English Department and to Arlington, Norte Vista and Ramona high school English departments and Chemawa, Sierra and Wells middle school English departments (begin recruiting members for planning team)

Fall 2004: Develop a planning team 3 RCCD English faculty, 1 UCR English Faculty, 6 English Department teachers (one per high school/middle school site), 2 Instructional Coaches (one per district)

Fall 2004: Hold 3-hour forum to develop plan of implementation for backward mapping standards, timeline, key players, process and funding

Fall 2004 – Spring 2005: Continue meeting within departments and as a project to discuss recommendations and/or alignment of the English standards and complete the goals and objectives listed above

Spring 2005: Provide additional learning opportunities and/or professional development as needed (i.e. cross-level classroom observations)

CONSULTANT AGREEMENT BETWEEN Jason S. Spangler AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, is made and entered into by and between Jason S. Spangler, Teaching Assistant at the University of California, Riverside., hereinafter referred to as the "Consultant", and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "The District".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning **September 20, 2004**, and will continue in effect until **September 1, 2005**.

ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Consultant, The District shall pay Consultant \$1,000.

ARTICLE IV. OBLIGATIONS OF CONSULTANT

- 4.05 <u>Minimum Amount of Service</u>. Consultant agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of The District.
- 4.06 <u>Indemnification</u>. Consultant and The District mutually agree to indemnify and hold each other free and harmless from any obligations, costs, claims, judgments, attorneys' fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement. The District also agrees to hold Consultant harmless for claims of liable and slander for information contained in the formal report to the District.

- 4.07 <u>Assignment</u>. 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.
- 4.08 <u>Treatment of The District Information</u>. Consultant shall regard all District data and information used in the work performed under this agreement as confidential.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

5.02 <u>Cooperation of The District</u>. The District agrees to comply with all reasonable requests of the Consultant and provide access to all documents and/or information reasonably necessary to the performance of Consultant's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

6.02 <u>Termination Upon Notice</u>. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

ARTICLE VII. GENERAL PROVISIONS

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

Riverside Community College District	Consultant	
James L. Buysse Vice President, Administration and Finance	Jason S. Spangler	
 Date	 Date	

EXHIBIT A

Consultant Agreement with Riverside Community College District

SCOPE OF SERVICES

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

Study and Prepare a Report

Consultant hereby agrees to perform the following services for the Riverside Community College GEAR UP/Passport Plus "English Articulation Project".

Objective:

To articulate English/Language Arts standards beginning in middle school up to post-secondary institutions in order to strengthen the 7-16 pipeline and ensure the academic success and appropriate placement of GEAR UP students in lower-division English courses.

Goals:

To articulate RCCD and UCR college entry level courses with 7-12th grade English standards at the three GEAR UP high schools and feeder middle schools

To begin backwards mapping English standards from college entry level English courses (RCCD & UCR) and ending in 7th grade English/Language Arts

To review the skills tested in RCCD's Accuplacer and UCR's Subject A placement examinations and investigate how they relate to English standards taught in the 7-12th grade

To identify gaps and/or overlaps in English standards and create scaffolding that allows a transition into lower-division English where students can succeed by attaining the necessary skills

To increase pedagogical communication and collaboration among the K-16 pipeline and form a partnership among academic departments

To develop a recommendation for each participating District to ensure academic standards are articulated between four-year institutions, community college, local high schools and middle schools

Timeline and Activities:

Fall 2004: Present project proposal to RCCD and UCR English Department and to Arlington, Norte Vista and Ramona high school English departments and Chemawa, Sierra and Wells middle school English departments (begin recruiting members for planning team)

Fall 2004: Develop a planning team 3 RCCD English faculty, 1 UCR English Faculty, 6 English Department teachers (one per high school/middle school site), 2 Instructional Coaches (one per district)

Fall 2004: Hold 3-hour forum to develop plan of implementation for backward mapping standards, timeline, key players, process and funding

Fall 2004 – Spring 2005: Continue meeting within departments and as a project to discuss recommendations and/or alignment of the English standards and complete the goals and objectives listed above

Spring 2005: Provide additional learning opportunities and/or professional development as needed (i.e. cross-level classroom observations)

Report No: V-A-7 Date: September 16, 2004

Subject: Contract with Richard Gray

<u>Background</u>: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Richard Gray to provide one (1) choreographic work of approximately eight (8) minutes for performances of the RCC Ballet Ensemble / Intersect Dance Theatre during the 2004-2005 school year. The choreography created by the consultant will be performed by guest dancers during performances of the RCC Ballet Ensemble / Intersect Dance Theatre. The term of the agreement is October 17, 2004 to October 23, 2004 and includes the creation of choreography for a total of \$700, payable on October 25, 2004.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and Richard Gray and authorize the Vice President, Administration and Finance, to sign the contract for one (1) choreographic work of approximately eight (8) minutes for performances of the RCC Ballet Ensemble / Intersect Dance Theatre during the 2004-2005 school year. The term of the agreement is October 17, 2004 to October 23, 2004 and includes the creation of choreography for a total of \$700.

Salvatore G. Rotella President

Prepared by: Rita Chenoweth

Assistant Chair, Performing Arts / Dance

AGREEMENT BETWEEN RICHARD GRAY AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 17th day of September, 2004, by and between Richard Gray, 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. Provide one (1) choreographic work with an approximate time of eight (8) minutes for performances of the RCC Ballet Ensemble / Intersect Dance Theatre during the 2004-2005 school year.
- 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 President and other designated representatives of the District.
- 4. The term of this agreement shall be from October 17, 2004 to October 23, 2004.
- 5. Payment in consideration of this agreement shall not exceed \$700.00, payable on 1. October 25, 2004.

 (Check is set up for payment on this date and mailed the next business day, per District regulations.)
- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

Richard Gray	Riverside Community College District
Consultant Signature	James L. Buysse
-	Vice President,
	Administration and Finance

Report No: V-A-8 Date: September 16, 2004

<u>Subject</u>: Contractor Agreement with Allen Everman

<u>Background</u>: Attached for the Board's review and consideration is a proposed contract between Riverside Community College District and Allen Everman to provide music director/conductor services for the productions of "Night Music" and "Fiddler". These services will be used by Performance Riverside to mount each production for nine to eleven performances (based on number of student matinee performances) September 17 -October 3, 2004 and February 4-20, 2005. The term of the agreement is August 1, 2004 through October 3, 2004 and January 30, 2005 through February 20, 2005 and includes service fees of \$4,500.00 per production.

The vendor identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management. Funding sources is Resource 1090 – Performance Riverside.

Recommended Action: It is recommended that the Board of Trustees ratify the service contract between Riverside Community College District and Allen Everman and authorize the Vice President, Administration and Finance, to sign the contract for the service fees for "Night Music" and "Fiddler." The term of the agreement is August 1, 2004 through October 3, 2004 and January 30, 2005 through February 20, 2005 and includes nine to eleven performances (based on number of student matinee performances) and service fees of \$4,500.00 per production.

Salvatore G. Rotella President

Prepared by: Steven A. Glaudini

AGREEMENT BETWEEN **Allen Everman**AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 17th day of September 2004, by and between **Allen Everman**, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, here in after referred to as the "District."

The parties hereto mutually agree as follows:

- 1. The consultant agrees to provide the following services:
 - a. Design a **Music Director/Conductor plan** for District's Performance Riverside Season productions with scheduled performances **September 2004-February 2005.**
 - b. Collaborate with the director's vision to facilitate the presentation of all RCLO productions.
- 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 President and other designated representatives of the District.
- 4. The term of this agreement shall be from August 2004 February 2005.
- 5. Payment in consideration of this agreement shall not exceed **\$9,000.00**, payable on or before given date as follows:

Night Music- \$4,500 9/1/04 Fiddler- \$4,500 1/30/05

(Check is set up for payment on this date and mailed the next business day, per District regulations).

- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

Allen Everman	Riverside Community College District	Performance Riverside	
Consultant Signature	James L. Buysse	Steven A. Glaudini	
S	Vice-President, Administration and Finance	Director, Producer	

Report No: V-A-9 Date: September 16, 2004

Subject: Agreement with American Musical Theatre of San Jose

<u>Background</u>: Attached for the Board's review and consideration is a proposed contract between Riverside Community College District and American Musical Theatre of San Jose to provide costume rental for the production of "Night Music". These services will be used by Performance Riverside to mount a production for nine to eleven performances between September 17-October 3, 2004. The term of the agreement is August 2004 through October 3, 2004 and includes a rental fee of \$5,838.00 for the entire production. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction and Ed Godwin, Risk Management. Funding source is Resource 1090 – Performance Riverside.

Recommended Action: It is recommended that the Board of Trustees approve the service contract between Riverside Community College District and American Musical Theatre of San Jose and authorize the Vice President, Administration and Finance, to sign the contract for the rental fee associated with "Night Music." The term of this contract will be August 2004 through October 3, 2004 and includes nine to eleven performances to be held between September 17-October 3, 2004 for a fee of \$5,838.00 for the entire production.

Salvatore G. Rotella President

Prepared by: Steven A. Glaudini

Costume Rental Agreement



1717 Technology Drive San Jose, CA 95110-1305 408/453-7113 Fax: 408/453-7123 rentals@amtsi.org

				rentals@amtsj.org
	Organization Ir	nformation		T 10 7 T 15 H10
Name	Performance Riverside at Riverside Commun	nity College		
Address	4800 Magnolia Ave, Riverside Ca 92506-129	9		
Shipping Address	4678 Saunders St. Riverside, CA 92506-129	9		
Show	Little Night Music			
Contact Person (s)	Steve Glaudini	Phone	(909) 22	2-8485
	Vonetta Mixon	Phone	(909) 22	2-8399
Fax	(909) 222-8940			
Email				
	Rental Date S	Schedule		The state of the s
Shipping date	Aug 13th 2004			
Performance dates	Sept 17- Oct 3 2004			
Return shipping date	Oct 8th 2004			

100	Condition All rentals are subject to the			*
Rental Fee	\$3,500	Tollowing collation	ris.	
Tax	\$288.75			
Royalty	\$350, paid to Betty Poindexter via AMT			
Shipping	\$1200 Shipping fees not used will be refunded, shipping	ing fees in excess w	ill be billed	
Cleaning	\$500			
Total	\$5,838.75			
Deposit	\$2,900.00			Due with signed contract
Balance	\$2,938.75			Due by: Ship Date
A certificate of insurance	(or cash guarantee) in the amount of \$	100,00	00	Due upon contract signing
	RENTER AGREES TO ABIDE BY THE TERMS	SET FORTH ON T	THE ATTAC	HED PAGE
Signature			Date	
	77			
Signature (AMTSJ)	1 Oze		Dete	06.21.04
griature (AMTOJ)			Date	06.21.04

AMTSJ COSTUME RENTAL STIPULATIONS

- The Renter agrees that on the title page of all programs and/or playbills, the following credit shall appear
 in type equal in size/font to all other designers: COSTUMES DESIGNED BY: Betty Poindexter
- American Musical Theatre of San Jose shall receive credit stating "Costumes Created by:" on program title page or production credits page.
- 3. Rental agrees to pay all designer royalties payable to AMTSJ on behalf of the designer. Royalty amounts are not included in the rental fee but will be stipulated in the contract. Normal royalty is in the range of 10% of the total rental fee.
- 4. Renter will be charged at a rate of \$12 per hour or portion thereof for any drastic alterations not approved of by AMTSJ such as gussets, hem extensions, excessive trim additions and alterations made with stitches small enough to damage fabric.
- AMTSJ does not provide footwear or undergarments (exception—for certain lady's period gowns, where necessary to create the shape of the garments, hoops or other appropriate petticoats will be included).
- 6. AMTSJ will provide costume plot and original measurements. AMTSJ cannot guarantee, to fit above-average sizes (men size 46 and up, women size 18 and up). If sizes do not exist to fit Renter's cast, any and all additional clothes will be the responsibility of the Renter.
- 7. Cleaning will be billed at a rate of \$2 per pound of cleaning plus \$2 per men's shirt. Cleaning fees paid in excess will be refunded Renter upon return of clothes. If the Renter is responsible for cleaning costumes before returning, customer must deal with a cleaner who has some expertise with cleaning theatrical costumes. Trims and specialty fabrics have unique cleaning requirements. The Renter will be charged for any damage resulting from incorrect cleaning practices.
- 8. Costumes must be returned in the same boxes and same bundles as shipped by AMTSI. Packing lists should remain with boxes and each shipping tag should be reattached to the original bundle and signed by the Renter. Failure to comply with this item will result in a \$250.00 additional receiving fee.
- 9. The Renter agrees to be responsible for and pay all costs associated with the shipping of the costumes to and from their theater. Rental fees do not include costs for delivery, pick-up or supervision unless specifically stated in the agreement.
- 10. The Renter shall protect, keep and maintain its own custody, at its own expense, costumes rented, in good condition and repair, and agrees to return the same, in the same condition as when received, to AMTSJ's premises upon termination of the rental period. Costumes must be stored in an indoor, covered storage facility.
- 11. In the event that the costumes are damaged, destroyed, lost, stolen or missing, the Renter shall be liable to AMTSJ for the replacement value. The Renter specifically agrees that the value of the costumes in the event of any loss or damage during the rental period is the replacement value at the time of the loss or damage.
- 12. The Renter agrees to assume full responsibility and liability for the costumes. Said items are used at the Renter's sole risk, and the Renter will hold AMTSJ harmless from any and all liability, claims, costs and expenses arising out of the Renter's use of possession of said items. Further, that any legal action initiated for any reason whatsoever against AMTSJ as named defendants, shall be defended by the Customer and any and all damages shall be the responsibility of the Renter for both legal expenses and damages.
- 13. The Renter will not tour the Production without written permission from AMTSJ.
- 14. Nothing contained herein shall be construed to bar or prevent AMTSJ, in the event of monies being due it for rental, repair, replacement or other costs, from suing and recovering the monies due it from repossessing costumes at the cost and expense of the Renter.
- 15. The Renter shall not sublease the said costumes or assign the rental agreement to any other person, firm, or corporation, and said items shall at all times, remain under the immediate exclusive control, supervision and direction of the Renter.
- 16. The Renter agrees not to deface, obliterate, remove, or cover the tag or stamp on the rental items showing the ownership of AMTSJ. The title and ownership shall at all times remain in the name of AMTSJ.
- 17. The acceptance of the return of the rental items is not a waiver by AMTSJ of any claims that it may have against the Renter.
- 18. This letter of agreement shall be construed in accordance with and shall be governed by the laws of the State of California.

Signed by Renter Date

Report No: V-A-10 Date: September 16, 2004

Subject: Agreement with California Theatre Center

<u>Background</u>: Attached for the Board's review and consideration is a proposed contract between Riverside Community College District and California Theatre Center to provide professional production services for "Sleeping Beauty." These services will be used by Performance Riverside to mount a production for five performances on May 5, 6, and 7, 2005. The term of the agreement is for the dates indicated and includes a production fee of \$7,500.00 for the entire run of performances. A 20% deposit, \$1500, is required at the time the agreement is signed. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction and Ed Godwin, Risk Management. Funding source is Resource 109 – Performance Riverside.

Recommended Action: It is recommended that the Board of Trustees approve the service contract between Riverside Community College District and California Theatre Center and authorize the Vice President, Administration and Finance, to sign the contract for the professional production service fee for "Sleeping Beauty." The term of the agreement is for five performances to be held in May 2005 for a production fee of \$7,500.00 for the entire run of performances.

Salvatore G. Rotella President

Prepared by: Steven A. Glaudini



Performance Agreement Between THE CALIFORNIA THEATRE CENTER

(hereinafter "CTC")

and PERFORMANCE RIVERSIDE: Steve Glaudini (hereinafter "Sponsor")

CTC will provide:

1. At its sole expense, the production at the time(s) and date(s) listed below:

Show:			Date/Ti	ime:
The Sle	eping I	Beauty	5/5/05	9:30am & 11:00am
44	44		5/6/05	9:30am & 11:00am
56	46	64	5/7/05	1 Show @ 2:00pm

2. All transportation for CTC staff needed for production.

Balance on day of first performance

3. Worker's compensation and health insurance for all its touring staff, as well as liability insurance of one million dollars (\$1,000,000).

Sponsor will provide:

4. A total fee of \$7500.00 for the above listed performance(s). die \$115/04

as per conversation with

5. The amount due in #4 according to the following schedule: Rick 48 04

20% deposit upon signing contract

Amount:

Due Date:

5/1/04 Total a mount

\$6000.00

- 6. All publicity, ticket sales, house management, plus all staff required for each.
- 7. All lighting and sound equipment necessary for the performance.
- Separate dressing rooms (with mirrors) for males and females. Dressing rooms shall be comfortably heated and ventilated, and shall have entrances and windows properly masked from the public to ensure privacy.
- 9. Separate sanitary facilities close to the dressing rooms for males and females. These facilities shall have toilets and hot and cold running water, they shall be clean and sanitary, and they shall be separate from those provided for the audience.
- 10. A clean stage, swept and mopped, and clear playing area (25' x 25' preferred).

It is further agreed as follows:

- 11. CTC shows are approximately one hour in length and perform without an intermission.
- 12. There shall be no audio or visual recording, broadcast, or flash photography of the performance(s) permitted.

P.O. Box 2007, Sunnyvale CA 94087 Box Office: (408) 245-2978 Administration: (408) 245-2979 Fax: (408) 245-0235

Performance Agreement: Page Two

- There shall be no discrimination or segregation in admission or seating based on race, sex, national origin, or religion.
- 14. This agreement and the obligations of CTC and the Sponsor are subject to conditions beyond the reasonable control of CTC and the Sponsor, such as illness, accidents in transportation fire, flood, strikes, riots, acts of God, etc. If CTC cannot perform for any of the above reasons, neither CTC nor the Sponsor shall be under any obligation to present the performances at a different time, nor to compensate the other for any services or expenses incurred in connection with such activity.
- 15. In the event the **Sponsor** cancels any performance(s) for any reason other than those conditions listed in paragraph #14, above, the **Sponsor** shall be liable to CTC for the full amount agreed upon and set forth in paragraph #4, above.

If the foregoing accurately sets forth your understanding with us, please sign both copies of this agreement and return one copy to CTC with your deposit. Keep the other copy for your records.

CALIFORNIA THEATRE CENTER	SPONSOR
Name Gayle Cornelison	Name DR. JAMES BUYESE
Title General Director	Title Vice President, Administration & Finan
Signature Ly Cent	Sponsor RCCD/ PERF. RIVERSIDE
Date 4/2/04	Address4800 Magnolia Ave
	City Riverside
	State <u>CA</u> Zip <u>92506-1294</u>
7 orthorized Signature Date	Phone 909 222 9485
dest a land article	Fax 909 222 8940
	e-mail
	Signature FWEN/Kollun
	Date_ 7/26/0-1
RETURN TO: California Theatre Center ATTN: Tour Director P.O. Box 2007	

Sunnyvale, CA 94087

Report No: V-A-11 Date: September 16, 2004

<u>Subject</u>: Contractor Agreement with Don LeMaster

<u>Background</u>: Attached for the Board's review and consideration is a proposed contract between Riverside Community College District and Don LeMaster to provide music director/conductor services for the productions of "Grease" "Fantasticks" and "Forum." These services will be used by Performance Riverside to mount each production for nine to eleven performances (based on number of student matinee performances) November 5-21, 2004; April 1-17, 2005; and June 3-19, 2005. The term of the agreement is October through November 2004 and March through June 2005 and includes a service fee of \$5,500.00 for "Grease" and "Fantasticks;" \$4,500.00 for "Forum."

The vendor identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management. Funding source is Resource 1090 – Performance Riverside.

Recommended Action: It is recommended that the Board of Trustees approve the service contract between Riverside Community College District and Don LeMaster and authorize the Vice President, Administration and Finance, to sign the contract for the service fee for "Grease" "Fantasticks" and "Forum." The term of this contract will be October through November 2004 and March through June 2005 and includes nine to eleven performances (based on number of student matinee performances) and service fees of \$5,500.00 for "Grease" and "Fantasticks," \$4,500.00 for "Forum."

Salvatore G. Rotella President

Prepared by: Steven A. Glaudini

AGREEMENT BETWEEN **Don LeMaster**AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 17th day of September 2004, by and between **Don LeMaster**, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, here in after referred to as the "District."

The parties hereto mutually agree as follows:

- 1. The consultant agrees to provide the following services:
 - a. Design a **Music Director/Conductor plan** for District's Performance Riverside Season productions with scheduled performances **October 2004-June 2005.**
 - b. Collaborate with the director's vision to facilitate the presentation of all RCLO productions.
- 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 President and other designated representatives of the District.
- 4. The term of this agreement shall be from October 2004-June 2005.
- 5. Payment in consideration of this agreement shall not exceed **\$9,000.00**, payable on or before given date as follows:

Grease- \$5,500 10/31/04 Fantasticks- \$5,500 3/20/05 Forum- \$4,500 5/30/05

(Check is set up for payment on this date and mailed the next business day, per District regulations).

- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

Don LeMaster	Riverside Community College District	Performance Riverside
Consultant Signature	James L. Buysse	Steven A. Glaudini
S	Vice-President,	Director, Producer

Report No: V-A-12 Date: September 16, 2004

<u>Subject</u>: Contractor Agreement with Gary Krinke

<u>Background</u>: Attached for the Board's review and consideration is a proposed contract between Riverside Community College District and Gary Krinke to provide director services for the production of "Forum". These services will be used by Performance Riverside to mount a production for nine to eleven performances (based on number of student matinee performances) in June 2005. The term of the agreement is May 1, 2005 through June 3, 2005 and includes a service fee of \$4,000.00 for the entire production.

The vendor identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management. Funding source is Resource 1090 – Performance Riverside.

Recommended Action: It is recommended that the Board of Trustees ratify the service contract between Riverside Community College District and Gary Krinke and authorize the Vice President, Administration and Finance, to sign the contract for the service fee for "Forum." The term of this agreement will be May 1, 2005 through June 3, 2005 and includes nine to eleven performances (based on number of student matinee performances) and a service fee of \$4000.00 for the entire production.

Salvatore G. Rotella President

Prepared by: Steven A. Glaudini

AGREEMENT BETWEEN Gary Krinke AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this May 1st, 2004, by and between **Gary Krinke**, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, here in after referred to as the "District."

The parties hereto mutually agree as follows:

- 1. The consultant agrees to provide the following services:
 - a. Design a **Director** plan for District's Performance Riverside production of "**Forum**" with scheduled performances on June 3-19, 2005.
 - b. Provide necessary direction to actors, crew, and designers' and will coordinate the employment of cast, set design, costumes and rehearsal calendar to facilitate the presentation of "Forum".
- 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 President and other designated representatives of the District.
- 4. The term of this agreement shall be from May 1-June 3, 2005.
- 5. Payment in consideration of **this agreement shall not exceed \$4,000.00**, **payable on or before 5/30/05**. (Check is set up for payment on this date and mailed the next business day, per District regulations).
- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

Gary Krinke	Riverside Community College District	Performance Riverside
Consultant Signature	James L. Buysse, Vice-President	Steven A. Glaudini
	Administration and Finance	Executive Producer/Director

Report No: V-A-13 Date: September 16, 2004

<u>Subject</u>: Contractor Agreement with Jeff Weeks

<u>Background</u>: Attached for the Board's review and consideration is a proposed contract between Riverside Community College District and Jeff Weeks to provide wig design services for the production of "Night Music" and "Forum." These services will be used by Performance Riverside to mount a production for nine to eleven performances (based on student matinee performances) September 17-October 3, 2004 and June 3-19, 2005. The term of the agreement is August 2004 through October 2004 and May 2005 through June 2005 and includes service fees of \$1,800.00 for "Night Music" and \$2,000 for "Forum."

The trainer/service provider/vendor identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management. Funding source is Resource 109 – Performance Riverside.

Recommended Action: It is recommended that the Board of Trustees ratify the service contract between Riverside Community College District and Jeff Weeks and authorize the Vice President, Administration and Finance, to sign the contract for the service fees for "Night Music" and "Forum." The term of the agreement is August 2004 through October 2004 and May 2005 through June 2005 for nine to eleven performances (based on student matinee performances) and service fees of \$1,800.00 for "Night Music" and \$2,000 for "Forum."

Salvatore G. Rotella President

<u>Prepared by</u>: Steven A. Glaudini

AGREEMENT BETWEEN **Jeff Weeks**AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 1st day of September 2004, by and between **Jeff Weeks**, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, here in after referred to as the "District."

The parties hereto mutually agree as follows:

- 1. The consultant agrees to provide the following services:
 - Design a Wig plan for District's Performance Riverside Season productions with scheduled performances September 2004-June 2005.
 - b. Perform the duties of wig artist, including maintenance for the production as requested by the director(s)/producer of each production. These duties will comply with the following as agreed with the producer: a maximum of 1 (one) technical rehearsal, 2 (two) maintenance visits; wig caps not included.
- 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 President and other designated representatives of the District.
- 4. The term of this agreement shall be August 2004-June 2005
- 5. Payment in consideration of this agreement shall not exceed \$3,800.00, payable on the following dates:

Night Music- \$1,800 9/1/04 Forum- \$2,000 5/30/05

(Check is set up for payment this day and mailed the next business day, per District regulations).

- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

Jeff Weeks	Riverside Community College District	Performance Riverside
		G. A. GIL. III
Consultant Signature	James L. Buysse	Steven A. Glaudini
	Vice-President,	Director, Producer
	Administration and Finance	

Report No: V-A-14 Date: September 16, 2004

<u>Subject</u>: Contractor Agreement with John Vaughan

<u>Background</u>: Attached for the Board's review and consideration is a proposed contract between Riverside Community College District and John Vaughan to provide director/choreography services for the production of "Grease" and "Form." These services will be used by Performance Riverside to mount each production for nine to eleven performances (based on student matinee performances) in November 5-21, 2004 and June 3-19, 2005. The term of the agreement is October 2004 through November 2004 and May 2005 through June 2005 and includes service fees of \$7,000.00 for "Grease" and \$4,000.00 for Forum.

The vendor identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management. Funding source is Resource 1090 – Performance Riverside.

Recommended Action: It is recommended that the Board of Trustees approve the service contract between Riverside Community College District and John Vaughan and authorize the Vice President, Administration and Finance, to sign the contract for the service fees for "Grease" and "Forum." The term of the agreement is October 2004 through November 2004 and May 2005 through June 2005 and includes nine to eleven performances (based on student matinee performances) and service fees of \$7,000.00 for "Grease" and \$4,000.00 for Forum.

Salvatore G. Rotella President

Prepared by: Steven A. Glaudini

AGREEMENT BETWEEN John Vaughan AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 17th day of September 2004, by and between **John Vaughan**, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, here in after referred to as the "District."

The parties hereto mutually agree as follows:

- 1. The consultant agrees to provide the following services:
 - a. Design a **Director and or Choreography** plan for District's Performance Riverside production of "Grease" and "Forum" with scheduled performances on 11/5-21/04 and 6/3-19/05.
 - b. Provide necessary direction to actors, crew, and designers' and will coordinate the employment of cast, set design, costumes and rehearsal calendar to facilitate the presentation of "Grease" and "Forum."
- 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 President and other designated representatives of the District.
- 4. The term of this agreement shall be from October 2004-November 5, 2004 and May 2005-June 3, 2005.
- 5. Payment in consideration of **this agreement shall not exceed \$7,000.00**, **payable on or before 10/31/04 for "Grease" and \$4,000 payable on or before 5/30/05 for "Forum."**(Check is set up for payment on this date and mailed the next business day, per District regulations).
- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

John Vaughan	Riverside Community College District	Performance Riverside
Consultant Signature	James L. Buysse, Vice-President	Steven A. Glaudini
	Administration and Finance	Executive Producer/Director

Report No: V-A-15 Date: September 16, 2004

<u>Subject</u>: Contractor Agreement with Sharell Martin

<u>Background</u>: Attached for the Board's review and consideration is a proposed contract between Riverside Community College District and Sharell Martin to provide costume design services and rentals for the Performance Riverside 2004-05 Civic Light Opera Season. These services/rentals will be used by Performance Riverside to mount each production for nine to eleven performances (based on number of student matinee performances), during the 2004-05 fiscal year. The term of the agreement is August 2004 through June 2005 and includes service fee of \$1,800.00 and rental fee of \$1,000.00 per production.

The in-service trainer identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management. Funding source: Resource 1090 – Performance Riverside.

Recommended Action: It is recommended that the Board of Trustees ratify the service contract between Riverside Community College District and Sharell Martin and authorize the Vice President, Administration and Finance, to sign the contract for the service/rental fee for 2004-05 Performance Riverside Civic Light Opera Season. The term of the agreement is August 2004 through June 2005 and includes nine to eleven performances per production (based on number of student matinee performances) for a service fee of \$1,800.00 and rental fee of \$1,000.00 per production.

Salvatore G. Rotella President

Prepared by: Steven A. Glaudini

AGREEMENT BETWEEN **Sharell Martin**AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 1st day of August 2004, by and between **Sharell Martin**, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, here in after referred to as the "District."

The parties hereto mutually agree as follows:

- 1. The consultant agrees to provide the following services:
 - a. Design and provide rental **Costumes** for District's Performance Riverside Season productions with scheduled performances August 2004-June 2005.
 - b. Design costume's for the productions above, as requested by the director(s) of each mentioned production.
- 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 President and other designated representatives of the District.
- 4. The term of this agreement shall be August 2004 June 2005.
- 5. Payment in consideration of this agreement shall not exceed \$14,000.00 for the season, payable as follows:

Night Music: \$1,000 on 8/1/04 & \$1,800 on 9/1/04 Grease: \$1,000 on 10/1/04 & \$1,800 on 10/31/04 Fiddler: \$1,000 on 12/1/04 & \$1,800 on 1/30/05 Fantasticks: \$1,000 on 3/1/05 & \$1,800 on 3/20/05 Forum: \$1,000 on 5/1/05 & \$1,800 on 5/30/05

(Check is set up for payment on this date and mailed the next business day, per District regulations).

- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

Sharell Martin	Riverside Community College District	Performance Riverside
Consultant Signature	James L. Buysse, Vice-President Administration and Finance	Steven A. Glaudini Director, Producer

Report No: V-A-16 Date: September 16, 2004

Subject: Contractor Agreement with Steven Young

<u>Background</u>: Attached for the Board's review and consideration is a proposed contract between Riverside Community College District and Steven Young to provide lighting design services for the Performance Riverside 2004-05 Civic Light Opera Season. These services will be used by Performance Riverside to mount each production during the season for nine to eleven performances (based on number of youth outreach performances). The term of the agreement is September 2004 through June 2005 and includes a service fee of \$1,500.00 per production.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management. Funding source: Resource 1090 – Performance Riverside.

Recommended Action: It is recommended that the Board of Trustees approve the service contract between Riverside Community College District and Steven Young and authorize the Vice President, Administration and Finance, to sign the contract for the Performance Riverside 2004-05 Civic Light Opera Season. The term of this agreement will be September 2004 through June 2005 and includes nine to eleven performances per production (based on number of youth outreach performances) and includes a service fee of \$1,500.00 per production.

Salvatore G. Rotella President

Prepared by: Steven A. Glaudini

AGREEMENT BETWEEN **Steven Young**AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 1st day of September 2004, by and between **Steven Young**, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, here in after referred to as the "District."

The parties hereto mutually agree as follows:

- 1. The consultant agrees to provide the following services:
 - a. Design a **Lighting plot** for District's Performance Riverside season productions with scheduled performances September 2004-June 2005.
 - b. Provide all necessary lighting cues, patch list, and program the lighting computer for the production as requested by the director/producer of each production.
- 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 President and other designated representatives of the District.
- 4. The term of this agreement shall be from September 2004-June 2005
- 5. Payment in consideration of this agreement shall not exceed **\$7,500.00**, payable on or before the following dates:

Night Music	\$1500	9/1/04
Grease	\$1500	10/31/04
Fiddler	\$1500	1/30/05
Fantasticks	\$1500	3/20/05
Forum	\$1500	5/30/05

(Check is set up for payment on this date and mailed the next business day, per District regulations).

- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

Steven Young	Riverside Community College District	Performance Riverside
Consultant Signature	James L. Buysse, Vice-President Administration and Finance	Steven A. Glaudini Director, Prod

Report No: V-A-17 Date: September 16, 2004

<u>Subject</u>: Contractor Agreement with Lee Martino

<u>Background</u>: Attached for the Board's review and consideration is a proposed contract between Riverside Community College District and Lee Martino to provide choreography services for the production of "Night Music" and "Fantasticks." These services will be used by Performance Riverside to mount each production for nine to eleven performances (based on number of student matinee performances) September 17-October 3, 2004 and April 1-17, 2005. The term of the agreement is August 2004 through October 2004 and March 2005-April 2005 and includes a service fee of \$3,500.00 per production.

The vendor identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management. Funding source: Resource 1090 – Performance Riverside.

Recommended Action: It is recommended that the Board of Trustees ratify the service contract between Riverside Community College District and Lee Martino and authorize the Vice President, Administration and Finance, to sign the contract for the service fee for "Night Music" and "Fantasticks." The term of the agreement is August 2004 through October 2004 and March 2005-April 2005 and includes nine or eleven performances (based on number of student matinee performances) and a service fee of \$3,500.00 per production.

Salvatore G. Rotella President

Prepared by: Steven A. Glaudini

AGREEMENT BETWEEN **Lee Martino**AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 1st day of September 2004, by and between Lee Martino, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, here in after referred to as the "District."

The parties hereto mutually agree as follows:

- 1. The consultant agrees to provide the following services:
 - a. Design a **Choreography plan** for District's Performance Riverside production of "**Night Music** and **Fantasticks**" with scheduled **performances on 9/17-10/3/04 and 4/1-17/05**.
 - b. Provide additional choreography necessary direction to actors, crew, designer's and will coordinate the employment of cast, set design, costumes and rehearsal calendar to facilitate the production of "Company".
- 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 President and other designated representatives of the District.
- 4. The term of this agreement shall be from August -September 2004 and March-April 2005.
- 5. Payment in consideration of this agreement shall not exceed \$3,500.00, payable on or before 9/1/04 and \$3, 500, payable on or before 3/20/05. (Check is set up for payment on this date and mailed the next business day, per District regulations).
- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

Lee Martino	Riverside Community College District	Performance Riverside
Consultant Signature	James L. Buysse, Vice-President Administration and Finance	Steven A. Glaudini Director, Producer

Report No: V-A-18 Date: September 16, 2004

<u>Subject</u>: Contractor Agreement with Michael Charles

<u>Background</u>: Attached for the Board's review and consideration is a proposed contract between Riverside Community College District and Michael Charles to provide concessionaire services for Performance Riverside series of Civic Light Opera, Big Band, and Family Series productions. These services will be used by Performance Riverside to provide concession products at each of the performance series listed above. The term of the agreement is September 2004 through June 2005 and includes products to be provided as a courtesy to patrons of the Performance Riverside. Concessionaire shall be entitled to retain all revenue generated from the sale of non-alcoholic beverages, food and other products for providing this service. No other fees are applicable.

This agreement has been reviewed by Ed Godwin, Risk Management.

Recommended Action: It is recommended that the Board of Trustees approve the service contract between Riverside Community College District and Michael Charles and authorize the Vice President Administration and Finance to sign the agreement for the service of "Concessionaire." The term of the agreement is September 2004 through June 2005 and includes products to be provided as a courtesy to patrons of the Performance Riverside for the Civic Light Opera, Big Band, and Family Series. Concessionaire shall be entitled to retain all revenue generated from the sale of non-alcoholic beverages, food and other products for providing this service. No other fees are applicable.

Salvatore G. Rotella President

Prepared by: Steven A. Glaudini

AGREEMENT FOR SPECIAL SERVICES

This AGREEMENT is made this 17th day of September 2004, by and between RIVERSIDE COMMUNITY COLLEGE DISTRICT, herein called RCCD, and MICHAEL CHARLES, an individual herein called CONCESSIONAIRE.

1. Recitals.

- (a) RCCD intends to present a series of shows including Performance Riverside series of Civic Light Opera musicals, Big Band Pops, and Family Series shows during the 2004-2006 year. Performances are to be performed in RCCD Landis Auditorium.
- (b) Concessionaire represents that he has the background and experience to provide, or cause to be provided, certain special services to accommodate and support such Shows including food, beverage and other product counter(s), ushering and ticket handling services and other related services.
- (c) RCCD desires that such special services be provided and to retain Concessionaire in that connection, and Concessionaire is desirous of rendering such special services.
- 2. <u>Scope of Services</u>. During each and every show to be performed by RCCD at its Landis Auditorium, Concessionaire shall provide food, beverage and other products counter(s), ushering and ticket handling services and other related services as more specifically set forth in Exhibit "A", attached hereto and by this reference made a part of this agreement.
- 3. <u>Standard of Care/Licenses</u>. Concessionaire shall perform, or caused to be performed, the services contemplated hereunder in a skillful and competent manner, and shall secure and maintain in force any necessary 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.
- 4. <u>Attire</u>. During each and every Show to be performed by RCCD hereunder, Concessionaire shall dress, and cause its personnel conducting such services to dress, in attire, which is customary and appropriate to be worn by individuals performing services at such musicals.

- 5. <u>Compensation</u>. As compensation for the services to be performed hereunder and the products to be provided as a courtesy to members of the Riverside Civic Light Opera, Concessionaire shall be entitled to retain all of the revenue generated from the sale of beverage, food and other products contemplated hereunder.
- 6. Term. The services contemplated hereunder shall be performed during each public performance of each Show to be presented by RCCD at its Landis Auditorium during the 2004-05 college year. The schedule for such public performances is set forth in Exhibit "B", attached hereto and by this reference made a part of this agreement. In the event RCCD deems it appropriate to present an additional Show or Shows during the 2004, 2005, or 2006 college year and RCCD requests Concessionaire to do so, in writing, at least two (2) weeks prior thereto, Concessionaire shall provide such services in the same manner as are otherwise contemplated under this agreement.
- 7. <u>Courtesy Products</u>. During the intermission of each public performance of each Show, Concessionaire shall provide, or cause to be provided, to the members of the Riverside Civic Light Opera Donor's Circle certain products including beverages, food and other products as set forth in Exhibit "A", which products shall be provided as a courtesy and at no charge to said members or RCCD and shall be dispensed at the concession counter(s) located at the west end of Landis Auditorium.
- 8. <u>Nonalcoholic Beverage Dispenser/Products</u>. For use during each Show, RCCD shall provide Concessionaire with a nonalcoholic beverage dispenser and certain supplies in connection therewith, as more particularly set forth in Exhibit "C", attached hereto and by this reference made a part of this agreement. Within 3 days after the conclusion of each Show, Concessionaire shall submit to RCCD an accounting of all revenue derived, and all expenses and costs incurred, from the use of said dispenser and supplies during each Show.
- 9. Records. Concessionaire shall maintain complete and accurate accounting records, and supporting documentation in connection therewith, with respect to the services contemplated hereunder, including, but not limited to, food, beverage and other products, souvenir programs, and revenue derived and costs and expenses incurred in connection therewith. All such records and documentation shall be clearly identified and readily accessible. RCCD shall have the right to examine, inspect, audit and make transcripts or copies of such records and documents during the term of this agreement and for a period of three (3) years after final payments and accounting have been made by Concessionaire as required hereunder, subject to 10 days notice.
- 10. <u>Hold Harmless</u>. Concessionaire shall indemnify and hold RCCD, its officers, agents, employees, and independent contractors, free and harmless from any liability

whatsoever, based or asserted upon any act or omission of Concessionaire, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Concessionaire'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 Concessionaire 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 action based upon such alleged acts or omissions. The obligations to indemnify and hold RCCD free and harmless herein shall survive until any and ally 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.

11. Termination.

- (a) RCCD shall have the right to terminate this agreement forthwith in the event Concessionaire fails to perform any of its duties or obligations hereunder.
- (b) Either party hereto may terminate this agreement by giving thirty (30) days written notice thereof to the other party.
- 12. <u>Nonassignability</u>. Concessionaire cannot assign any of its rights, duties or obligations hereunder 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 its rights, duties and obligations hereunder. RCCD reserves the absolute discretion to grant such consent.
- 13. <u>Independent Contractor</u>. Concessionaire, and its employees and agents, shall act in an independent capacity during the term of this agreement and not as employees or agents of RCCD.
- 14. <u>Procurement of Similar Services</u>. 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.
- 15. <u>Waiver of Performance</u>. No waiver by RCCD at any time of any of the provisions herein shall be deemed or construed as a waiver at any time thereafter of the same of any other provisions contained herein or of the strict and timely performance of such provisions.
- 16. <u>Venue</u>. 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 agreement shall be tried in a

court of competent jurisdiction in the County of Riverside, State of California, and the parties herby waive all provision of law providing for a change of venue in such proceedings to any other county.

- 17. <u>Nondiscrimination</u>. Concessionaire shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, nation origin, ancestry, physical handicap, medical attention, marital status or sex in the performance of this agreement, and to the extent that may be applicable hereto, Concessionaire shall comply with the provisions of the California Fair Employment and Housing Act (commencing wit Section 12900 of the Government Code), and the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended, and all rules and regulations issued pursuant to said Acts.
- 18. <u>Attorney's Fees</u>. In the event of any litigation or arbitration between RCCD and Concessionaire to enforce any of the provisions of this agreement 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 without limitation, reasonable attorney's 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 litigation or arbitration.
- 19. <u>Binding on Successors</u>. Concessionaire, its assigns and successors in interest, shall be bound by all the provisions contained in this agreement, and all of the parties thereto shall be jointly and severally liable hereunder.
- 20. <u>Paragraph Headings</u>. The paragraph headings herein are for the convenience of the parties hereto 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.
- 21. <u>Notices</u>. Any notices required or desired to be served by either party upon the other shall be addresses to the respective parties as set forth below:

RCCD:	Concessionaire:
Dr. James L. Buysse, Vice President Administration & Finance	Michael Charles
Riverside Community College District 4800 Magnolia Ave. Riverside, CA 92506-1299	Address

City, State, Zip

22. <u>Entire Agreement</u>. 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 therewith. This agreement may be changed or modified only upon the written consent of the parties hereto.

RIVERSIDE COMMUNITY COLLEGE DISTRICT	CONCESSIONAIRE	
By:		
James L. Buysse, Vice President	Michael Charles	
Administration & Finance		

SCOPE OF SERVICES

Set forth services to be performed in detail and include listing of food, beverage and products.

- Concessionaire will provide all candies, cookies, sugar, creamer, sweetener, napkins and stirrers for Donors' Circle and Regular Patrons
- Provides 8 and 12oz. Cups
- Orange plastic trays
- Provides all ushers (min. 90 per production)
- Provides service as House Manager for Civic Light Opera Series Productions

Exhibit "A" SCHEDULE OF PERFORMANCES

Remaining season performance dates and time are as follows:

2004-05 Season

- (5) RCLO Productions
- (3) Family Series
- (3) Big Band

2005-06 Season

- (5) RCLO Productions
- (3) Family Series
- (3) Big Band

2006-07 Season

- (5) RCLO Productions
- (3) Family Series
- (3) Big Band
- * Possible Benefits/Fundraisers

Exhibit "B" EQUIPMENT AND SUPPLIES (List all equipment and supplies)

Supplies Provided by RCCD

Pepsi Soda Bibs 16oz. Cups Co2 for Soda Fountain 100 cup coffee urn

Equipment Owned by Pepsi Co.

Ice Maker #39498 Soda Fountain #99443 Ice Machine #99459 Cooler #A301165

Items Owned by Michael Charles

55 cup coffee urn Small ice chest All clear plastic pitchers Vacuum Coffee pitcher All table cloths All hand tools & bottle openers Plastic cash boxes (2) Clear plastic trays & bowls

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-19 Date: September 16, 2004

Subject: Contract with Irene Ko

<u>Background</u>: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Irene Ko to provide one (1) choreographic work of approximately eight (8) minutes for performances of the RCC Ballet Ensemble / Intersect Dance Theatre during the 2004-2005 school year. The choreography created by the consultant will be performed by guest dancers during performances of the RCC Ballet Ensemble / Intersect Dance Theatre. The term of the agreement is October 17, 2004 to October 23, 2004 and includes the creation of choreography for a total of \$700, payable on October 25, 2004.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management. Funding source: General Fund.

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

Salvatore G. Rotella President

Prepared by: Rita Chenoweth

Assistant Chair, Performing Arts / Dance

AGREEMENT BETWEEN IRENE KO AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 17th day of September, 2004, by and between Irene Ko, 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. Provide one (1) choreographic work of approximately 8 (eight) minutes for performances of the RCC Ballet Ensemble / Intersect Dance Theatre during the 2004-2005 school year.
- 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 President and other designated representatives of the District.
- 4. The term of this agreement shall be from October 17, 2004 to October 23, 2004.
- Payment in consideration of this agreement shall not exceed \$700.00, payable on
 October 25, 2004.
 (Check is set up for payment on this date and mailed the next business day, per District regulations.)
- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Irene Ko	Riverside Community College District
Consultant Signature	James L. Buysse
_	Vice President,
	Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-20 Date: September 16, 2004

Subject: Contractor Agreement with Tears of Joy Theatre

<u>Background</u>: Attached for the Board's review and consideration is a proposed contract between Riverside Community College District and Tears of Joy Theatre to provide professional production services for "Anansi the Spider." These services will be used by Performance Riverside to mount a production for five performances to be given on February 24, 25, and 26, 2005. The term of the agreement is for the dates specified and includes production fee of \$6,000.00 for the entire production run. A deposit of \$1,500 is due upon signing of agreement. This agreement has been reviewed by Sylvia Thomas, Associate Vice President Instruction and Ed Godwin, Risk Management. Funding source: Resource 1090 – Performance Riverside.

Recommended Action: It is recommended that the Board of Trustees approve the service contract between Riverside Community College District and Tears of Joy Theatre and authorize the Vice President, Administration and Finance, to sign the contract for the professional production service fee of \$6000.00 for "Anansi the Spider." The term of the agreement is for a total of 5 productions scheduled in February 2005. A deposit of \$1,500 is due upon signing of agreement.

Salvatore G. Rotella President

Prepared by: Steven A. Glaudini

Executive Director/Producer, Performance Riverside

TEARS OF JOY PUPPET THEATRE

ANANSI THE SPIDER

Technical Summary

Technical Contacts: Brian Keith 360-695-3050 or 503-284-7562 Nancy Aldrich 503-516-7816

Length of Performance: This production last approximately one hour

Personnel: This production travels with two performers in a standard size cargo van.

At Riverside they will be joined by a musician

Minimum Stage Area:

20 feet wide

20 feet deep

10 feet high (floor to ceiling clearance)

Minimum Power requirements when using our company lights and sound:

Three (3) 15 amp 120 volt circuits with standard Edison receptacles.

Load-in Tech when our company lights and sound are used:

For in-school performances--A minimum of one (1) hour prior to performance time.

Load-in Tech when your Venue lights and sound are used:

A minimum of four (4) hours prior to performance time

Load-in /set up time 90 minutes

Technical cue-to-cue: two (2) hours

(This schedule assumes lights are hung prior to our arrival)

Sound for the Performance: The two performers will be using cordless mics

Staff Assistance: A person to assist performers (i.e. knowledge of facility—bathrooms, etc.)

Staff Assistance required in Theatre Venues

A Sound Technician

A Lighting Technician

Dressing Room: A dressing room is needed near the stage area.

Venue should provide clean drinking water for the performers

Venue should provide lunch if there are performance both before and after lunch

Style of Performance:

This production is performed with large puppets operated from behind and on top of the playboards (approximately 36 inches above the stage floor). Some of the puppets will be walking on the floor as they are as tall as the performers. Since the puppeteers will be seen during the performance they will be appropriately costumes. The puppeteers will be speaking and singing for all the characters in the play. They will also be playing drums.

Load Out

After the performance is complete it will take the puppeteers no longer than 60 minutes to strike and pack the production.



Customer #	
Invoice #:	
Deposit Da	te; \$
Next Date:	\$
Next Date:	\$

Contractor's Name:	Performance Riverside	
	4800 Magnolia Avenue	,
Contractors Address:	The State of the State of	
0.	Riverside, CA 92506	
Person In Charge: 5-	even A. Glaudini	Phone: 909. 222.8485
Performance Date(s) & February 240 25	Time(s) & Show Titles:	chuck.abernethy@RCC.edu (Outreach Coo www.performanceriverside.org
Performances at	9:30 & 11:00 on Febru	ary 24th & 25th
Performance at	2:00 p.m. on February	26th
2000000 16 1 2000	La de la companya de	and the same of th
ANANSI the SPIC	DER (2 puppeteers plu	s musician)
		s 5 minute demonstration)
Load in & tech time		s 5 minute demonstration)
Load in & tech time Load out In the event that this per regulations of public aut control of the parties, the	3 hours 1 hour formance shall be prevente thorities, strike, delay of tr	ed by an act of God, physical disability, act or ansportation, or any cause beyond the reasonable
Load in & tech time Load out In the event that this per regulations of public aut control of the parties, the obligations hereunder w Contract Fee: \$6,000 upon the signing of this	3 hours 1 hour formance shall be prevente thorities, strike, delay of true THEATRE and CONTR ith respect to the services s	ed by an act of God, physical disability, act or ansportation, or any cause beyond the reasonable
Load in & tech time Load out In the event that this per regulations of public aur control of the parties, th obligations hereunder w Contract Fee: \$6,000 upon the signing of this engagement. Upon signing by both par agreement. Failure of the	3 hours 1 hour rformance shall be prevented thorities, strike, delay of true THEATRE and CONTR ith respect to the services services. A deposit of \$1.50 contract. The balance of the contract of the contra	ed by an act of God, physical disability, act or ansportation, or any cause beyond the reasonable ACTOR shall be respectfully relieved of their so presented.
control of the parties, the obligations hereunder we contract Fee: \$6,000 upon the signing of this engagement.	3 hours 1 hour formance shall be prevented thorities, strike, delay of true THEATRE and CONTR ith respect to the services services. A deposit of \$1.50 contract. The balance of the contract of the contrac	ed by an act of God, physical disability, act or ansportation, or any cause beyond the reasonable ACTOR shall be respectfully relieved of their so presented. OO is due and payable to Tears of Joy Theatre the fee shall be payable upon completion of the

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-22 Date: September 16, 2004

Subject: Production Contract with Music Theatre International

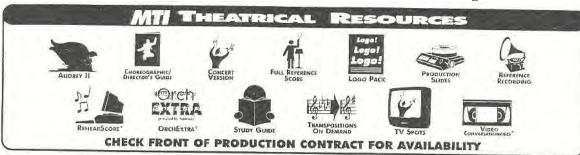
<u>Background</u>: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Music Theatre International to provide royalty, rental and security fees for the license for a non-equity production of "The Last Five Years." These materials will be used by an RCCD theatre arts class to mount a production for six performances in April 2005. The term of the agreement is April 1, 2005 through April 10, 2005 and includes royalty fees for six (6) performances at \$95 each for a total of \$570 and the rental fee for standard materials is \$400. Also included in the contract is a refundable security fee of \$400 and taxes in the amount of \$106.18, bring the total cost of the contract to \$1,476.18. This contract was reviewed by Ed Godwin, Risk Management and Sylvia Thomas, Associate Vice President of Instruction. Funding Source: General Fund and Associated Students Riverside Community College, Riverside Campus (ASRCC).

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

Salvatore G. Rotella President

Prepared by: Jodi Julian

Assistant Professor, Theatre Arts



CONFIRMATION OF PERFORMANCE INFORMATION Please complete, sign and return with full payment. Refer to reverse side for all fees. Please PRINT. Name of Show: THE YEARS Name and address of place of performance: RCC 4800 MAGNOLMA AVENUE HPRIL 1,2,3,8,9 & 10,2005 Date(s) of performance(s):_ SHIP WITH: Full Orchestration No Orchestration Partial/Alternate Orchestration 🗆 Royalty A for ___ performance(s) @ \$ 9500 per performance, a total of\$ Royalty B for _____performance(s) @ \$_____per performance, a total of\$. contract for Royalty lees) Royalty C for _____performance(s) @ \$_____per performance, a total of\$ RENTAL: Rental fee for a standard set of materials\$ contract for Rental fees) Extra rental time for _____months @ \$400.00 per month\$ Additional Materials/Resources (See front of contract for availability) RehearScore®: \$250.00 🗆\$ Reference Recording: \$20.00 □ Logo Pack: \$50.00 □\$ Other (please specify) a total of..... a total of.....\$ @\$ _ a total of @\$ _a total of.....\$ SECURITY FEE: \$ 400.00 106.18 476.18 TOTAL \$ 1 TOTAL AMOUNT ENCLOSED \$ 400.00 OUTSTANDING OBLIGATIONS \$ 1,076.18 Shipment is made by standard ground service unless otherwise instructed. You will be billed for all shipping charges. Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed. Special Shipping Instructions: OVERNIGHT [SECOND DAY GROUND 4800 Magnolia Shipping Address (NO P.O. Boxes)

PAYME

Daytime Phone Number

Email Address

PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

Fax Number (951)

ACCEPTANCE

By signing below, you	signity that you have read a	and that you understand th	e terms and conditions set	forth in this Production	Contract
and the	accompanying Performance	License and agree to abid	e by terms and conditions	contained therein	Commaci

Print Your Name;	Title:
Authorized Signature:	Date:

PRODUCTION CONTRACT

MUSIC THEATRE INTERNATIONAL
421 West 54th Street, New York, NY 10019 • (212) 541-4684
Fax: (212) 397-4684 • E-Mail: Licensing@MTIShows.com • www.MTIShows.com

RIVERSIDE COMMUNITY COLLEGE ATTN.: JODI JULIAN 4800 MAGNOLIA AVENUE

RIVERSIDE

CA 92506

DATE: 3/26/2004 SHARDN CONTRACT#: 242518 CO:002 RE: 3/24/04 **Expiration Date:** 05/07/2004

Performance Dates:

4/22/2005 - 4/24/2005

THIS IS A LICENSE FOR ** A NON-EQUITY ** PRODUCTION OF LAST FIVE YEARS, THE

Special Conditions:

Provisions:

ROYALTY

95.00 For Each Regular Benefit or Other Performance **THE ROYALTY FEE IS BASED ON 100 SEATS, \$10 & \$5 TIX* ***SEATING MUST BE LIMITED TO 100***

SECURITY FEE

\$400.00 to be retunded following the sate timely return of the rented material to us, less handling/shipping/missing materials/brokerage fees, late charges and/or any outstanding account obligations.

RENTAL FEE

for a standard set of materials or any part thereof(see below).

Please Add 7.750 Sales Tax to All Rental Items

BILLING CREDITS

For proper usage, refer to Section I, Paragraphs 4 (A & B) of the Performance License.

THE LAST FIVE YEARS

100%

Written and Composed by JASON ROBERT BROWN

50%

Originally Produced for the New York stage by Arielle Tepper and Marty Bell

10%

Originally Produced by Northlight Theatre Chicago, IL

10%

STANDARD RENTAL SET

A standard set of materials is itemized below and is the ONLY acting an authorized by the Authors and must be rented from us as a condition of this offering. If the rental materials are needed in advance of the standard two-month rental period, they may needed in advance of the standard two-month rental period, they may needed in advance of the standard two-month rental period, they may needed in advance of the standard two-month rental period, they may needed in advance of the standard two-month rental period, they may need to be rental to the standard two-month rental period, they may need to be rental to the standard two-month rental period, they may need to be rental to the standard two-month rental period, they may need to be rental to the standard two-month rental period, they may need to be rental to the standard two-month rental period, they may need to be rental to the standard two-month rental period, they may need to be rental to the standard two-month rental period, they may need to be rental to the standard two-month rental period, they may need to be rental to the standard two-month rental period, they may need to be rental to the standard two-month rental period, they may need to be rental to the standard two-month rental period, they may need to the standard two-month rental period to the standard two-months rental perio

Orchestration: 1 Bass 1 Cello I 1 Cello II

1	Guitar
1	Violin

llem Lib/Vocal Books Piano-Conductor Scores Piano Vocal Score Orchestra Parts	* 6.25 \$ 30.00 \$ 20.00 \$ 15.00	# 12.50 # 60.00 # 40.00 # 30.00	MISSING \$ 25.00 \$120.00 \$ 80.00 \$ 60.00	
* Logo Pack-Licen	sing \$50* *Re	ference Reco	ording \$20 *	1

MUSIC THEATRE INTERNATIONAL PERFORMANCE LICENSE www.MTIShows.com

BUSINESS OFFICE Tel: (212) 541-4684 Fax: (212) 397-4684 Music Theatre International 421 West 54th Street New York, NY 10019 MTI MUSIC LIBRARY Tel: (631) 491-0670 Music Theatre International 37 Edison Avenue West Babylon, NY 11704

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that: a) you have read and understood the terms, conditions and provisions set forth below; b) you are authorized to enter into the Production Contract on behalf of Licensee; and c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

1. COPYRIGHT PROVISIONS — Any violation of these provisions shall automatically terminate this License.

- Rights Granted: This License-granted to the party to whom the Production Contract is addressed ("Licensee" or "You")-allows the public performance of the Play as represented in the rented printed materials under the following terms and conditions. This License does not include the right to the original choreography, staging, direction, costume designs or scenery designs of the Play unless specified in writing to the contrary.
- 2. Changing the Play: Under federal law, you may not make any changes, including but not limited to the following:
 - a. You may not add new music, dialogue, lyrics or anything to the text included with the rented material.
 - b. You may not delete, in whole or in part, any material in the existing Play.
 - c. You may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters or characterizations in the presently existing Play.
 - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI so that the written consent of the Authors, if granted, may be obtained by MTI.
 - e. You may not make any copies of the materials provided or physically alter, amend, or change them without MTI's prior written permission. Should permission be granted, any and all materials created or amended remain the property of the Copyright Owners and must be returned to MTI.
 - f. MTI and the Copyright Owners shall not be obliged at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design or otherwise actualize your production unless that person has entered into a bona fide collaboration agreement directly with the Copyright Owners.

3. Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)

- a. Recording: <u>This license does not allow you</u> to make and/or distribute a mechanical recording (rehearsal, performance and/or archival) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film and digital sequencing.
- b. Broadcast: Except for the usual right to advertise and publicize the Play by means of print, radio and television (in which no radio or television commercial shall contain excerpts of more than 30 seconds), this license does not allow you to broadcast, televise, and/or electronically post on the Internet any part of the Play, either audio or visual or both, including, without limitation, musical selections.

4. Program/Poster/Advertising Credits

- a. Author/Creator: You must give the authors/creators billing credits, as specified in the Production Contract, in a conspicuous manner on the first page of credits in all programs and on houseboards, displays and in all other advertising announcements of any kind.
- b. MTI: You must give appropriate credit to MUSIC THEATRE, INTERNATIONAL on all posters, fliers, advertisements and on the title page of your programs in the following manner:

"[Name of Play]"is presented through special arrangement with and all authorized performance materials are supplied by Music Theatre International, 421 West 54th Street, New York, NY 10019 Tel.: (212) 541-4684 Fax: (212) 397-4684 www.MTIShows.com

- c. You must include in prominent fashion in every program for your production of the Play the following warning:
 - "The videotaping of this production is a violation of United States Copyright Law and an actionable Federal Offense."
- d. Logos: You may not use the copyrighted logo of the Play, unless MTI grants you a specific license to do so in the Production Contract and you pay MTI the appropriate fee.
- e. Merchandise: You may not create merchandise based on the play, whether for sale or distribution, without written permission from MTI acting on behalf of the Copyright Owners or their duly authorized representatives.

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

- Changes: If any of the conditions set forth in the Production Contract have changed in any way (including cancellation or addition of performance(s), ticker price adjustments or change of venue), you must notify MTI's BUSINESS OFFICE (address above) in writing immediately, and MTI must approve all changes before they may take effect. Such changes may alter the fees quoted in the Production Contract. Cancellation fees of at least fifty dollars (\$50.00) may apply.
- 2. Expiration Date and Cancellation of License: MTI must receive a signed copy of the Production Contract, accompanied by payment in full, (or by a purchase order pursuant to Paragraph 5 below) by the expiration date indicated on the first page of the Production Contract or prior to your first performance, whichever occurs sooner, or you will be deemed to be unlicensed. MTI reserves the right, in its sole discretion, to revoke this Performance License by written notice to you at any time prior to MTI's receipt of both a signed Production Contract and payment in full. You agree not to advertise, announce, present or sell tickets for any performances until you are licensed as provided above.
- 3. Additional Performances: Should you desire to present performances in addition to those provided for in the Production Contract, you agree to enter into a new agreement with us and to make additional royalty and rental payments for any and all performances in addition to those already licensed by us. You agree not to announce, present or sell tickets for such additional performances without our prior written permission. AND payment of the additional royalty and fees due.
- Complimentary Tickets: You agree as a condition of this License to reserve two (2) complimentary tickets (if
 requested) for the use of MTI and the Copyright Owners for each performance and MTI agrees not to sell such tickets.
- 5. Purchase Orders: For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still send us your check or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contracts to cause materials to be shipped.
- 6. Accounting: You shall forward to us at least one (1) copy of the program for your production not later than three (3) days following the opening performance licensed by us under the terms of this agreement. You shall submit to us, within five (5) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play. Such books and records shall be open at all reasonable business hours for inspection by MTI or our representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. MTI's rights under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.
- 7. Default: This License is conditioned upon your fulfillment of all obligations set form herein and in the accompanying Production Contract, including the prompt payment of all rental, royalty, and security fees in U.S. funds when due. Unless all of your obligations have been fulfilled, this License will terminate automatically. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you shall default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this License, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses.
- 8. Warranty: We warrant that, on behalf of the owners of the copyright in the Play, we are authorized to grant this License to you. We make no other warranties.
- 9. Reserved Rights: All rights in and to the Play other than those specifically licensed to you under the terms of this License agreement are reserved to us, with the unrestricted right on our part to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
- 10. Transfer of Rights: Under no conditions can this License be assigned or transferred without our written consent. This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
- Indemnification of Licensor: You agree to indemnify us and the Copyright Owner(s) and Producer(s) of the Play from
 any claim arising out of your violation of any of the provisions of this License agreement.

III. MATERIALS RENTAL PROVISIONS

- 1. Term: Unless otherwise indicated in the accompanying Production Contract, the term of rental shall be 2 (two) months.
- Delivery: Provided we have received both signed copies of the Production Contract and the full applicable royalty, rental and security fees, the rented materials will be shipped approximately two months prior to the first performance. Please allow approximately ten (10) days for delivery.
- Additional Rental Time: If the rented materials are needed in advance of the 2 month period stated below, the charge
 is four hundred dollars (\$400.00) each extra month or part thereof, subject to availability.
- 4. Suitability: We make no representation as to the adequacy, suitability and/or condition of the materials indicated above. Any missing or damaged materials MUST be reported to our Business Office within forty-eight (48) hours upon your receipt of them, or you may be liable for full replacement charges upon their return to us.
- 5. Shipping Charges: You shall pay transportation charges BOTH WAYS for materials that we rent and/or supply to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to us. We ship by U.S. Mail, Air Freight, UPS or other carriers at our sole option. Any expense that we incur with respect to the delivery or return of the materials to our library shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such expense.
- 6. Return of Materials: You agree that, no later than seven (7) days after the last performance under the terms of this License, you will return to us, by prepaid express, insured for not less than seven hundred fifty dollars (\$750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, we shall be entitled to an additional rental fee of twenty dollars (\$20.00) for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to us of all of the rented material. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee.
- Address for Return of Materials: All materials must be returned to our Music Library address listed at the top of
 this License, DO NOT SHIP MATERIALS TO THE BUSINESS OFFICE!
 Any materials returned to our Business Office will be subject to a transfer charge of up to \$50.00.
- 8. Damage/Loss: Any damage to or loss of the materials shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed fees as set forth in the accompanying Production Contract.
- 9. Cancellation: The fee for rental of materials is required under any and all conditions, notwithstanding the non-use of said materials. Furthermore, you understand that, even if you do not present the Play, you could be obligated for the fees set forth in this License and the accompanying Production Contract.
- 10. Permitted Use: You understand that the Play materials cannot be used for any purpose other than as stated in this License and that you and/or anyone connected with your organization may not copy, reproduce, sell or otherwise distribute such materials.

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-23 Date: September 16, 2004

Subject: Agreement with the City of West Covina, West Covina Fire Department

for Emergency Medical Services Student Training.

Background: This is a two-year renewable agreement that will provide needed training facilities for emergency medical services students. Field experience is a necessary component of the emergency medical services program and the City of West Covina has agreed to supply externship opportunities for Riverside Community College District's emergency medical services students through its West Covina Fire Department facilities. It will cover the time period beginning September 15, 2004 through July 31, 2006. As the emergency medical services program expands, there is a continuing need to establish new agreements with additional agencies to provide field experiences for students in the program. This agreement has no financial impact to the District. It has been reviewed by Ed Godwin, Risk Manager; Sylvia Thomas, Associate Vice President, Instruction; and Ronald Vito, Dean, Occupational Education. There is no cost to the District for this agreement.

Recommended Action: It is recommended that the Board of Trustees approve this new agreement with the City of West Covina to supply externship opportunities at the West Covina Fire Department for a period beginning September 15, 2004 and continuing through July 31, 2006, and authorize the Vice President, Administration and Finance, or designee to sign the agreement. This agreement has no financial impact to the District.

Salvatore G. Rotella President

Prepared by: Lisa Convers

Dean of Instruction

COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT

THIS COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT (hereinafter referred to as "Agreement") is entered into on this 15th day of September, 2004, by and between the Riverside Community College District, Riverside, California, (hereinafter referred to as "the COLLEGE") and the City of West Covina, a municipal corporation, (hereinafter referred to as "the PROVIDER"). (The COLLEGE and the PROVIDER shall collectively be referred to herein as "the Parties").

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Emergency Medical Technician Program and a student Paramedic Program, (hereinafter collectively referred to as "the EMS Program");

WHEREAS, the EMS Program has certain requirements for students to gain clinical experience while enrolled in the EMS Program;

WHEREAS, the PROVIDER maintains certain facilities which lends itself to the provision of said clinical experience for students of the EMS Program;

WHEREAS, the COLLEGE and the PROVIDER desire to cooperate in the EMS Program and to use the facilities of both Parties in connection therewith; and

WHEREAS, the PROVIDER shall retain ultimate responsibility for the care of the patients served by students in the EMS Program.

NOW, THEREFORE, IT IS AGREED:

- 1. The COLLEGE shall assume full responsibility for the preparation of practitioners for positions in Emergency Medical Services (EMS).
- 2. The COLLEGE shall be responsible for the development, organization, and implementation of the EMS Program curriculum under the direction of a qualified EMS Program Director.
- 3. The COLLEGE shall select, test, and supervise the students admitted to the EMS Program at the time of admittance and throughout the period of time prescribed for its completion.

- 4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in the EMS Program, including any instruction or training which may be carried on at the PROVIDER. The instructors and the Director of the EMS Program shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio shall not exceed the ratio listed for the EMS Program in accordance with the State of California EMT-I and EMT-P policies.
- 5. The COLLEGE shall provide each new instructor an opportunity to participate in an orientation with the PROVIDER. This orientation shall be arranged through mutual agreement of the COLLEGE and the PROVIDER.
- 6. The COLLEGE shall provide all instructional supplies and equipment as needed for the EMS Program, except those which the PROVIDER hereinafter specifically agrees to provide.
- 7. The COLLEGE shall provide administrative functions, including admission, counseling, scheduling, attendance, accounting, and achievement records in connection with the EMS Program, similar to those maintained for all other students at California EMS Academy.
- 8. The COLLEGE shall furnish copies of class schedules and student rotation assignments to the PROVIDER, prepared by the EMS Program Director after consultation with the PROVIDER.
 - 9. The PROVIDER shall provide the following:
 - (a) Full cooperation on its part to help ensure success of the EMS Program.
 - (b) The cooperation and counsel of the PROVIDER'S administrative and professional staff in the operation of the EMS Program, in accordance with this Agreement.
 - (c) Equipment and supplies needed for instruction within the individual areas where students are assigned, after consultation with the EMS Program Director.
 - (d) As broad an experience as possible with opportunities for observation, participation, and independent activity involving patient contact through the program(s) offered by the PROVIDER.

- (e) Ultimate control and responsibility for supervision and oversight of patient care at all times.
- 10. The PROVIDER shall retain ultimate control and responsibility for supervision and oversight of patient care at all times.
- 11. Should emergency treatment be necessary for students in the event of accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE'S worker's compensation coverage by filing a completed claim form with the COLLEGE'S Risk Management Department. It will be the duty and obligation of the COLLEGE to insure that a claim is properly filed with the COLLEGE's Risk Management Department. The Parties agree that the standards of the EMS Program shall be maintained at a level equal to or exceeding those required by the State of California as outlined in Title 22 of the Code of Regulations.
- 12. The Parties agree that the students and staff of the COLLEGE participating in the EMS Program are not employees or agents of the PROVIDER, nor shall they become employees or agents of the PROVIDER by virtue of their participation in the EMS Program, but shall be subject to and shall abide by all PROVIDER rules, regulations and policies, including, but not limited to: those governing professional conduct, confidentiality, affirmative action, substance abuse, and Blood Borne Pathogen Control Plan. In the event that a student fails or refuses to do so, the PROVIDER reserves the right to deny the use of its facilities by such students.
- 13. Each student in the EMS Program, prior to beginning field time with the PROVIDER, shall provide documentation of health status to the EMS Program Director including: documentation of negative TB test within the previous year, and current Hepatitis B vaccination. Each student in the EMS Program will have one (1) year and 2,000 hours of pre-hospital experience prior to beginning field time with the PROVIDER.
- 14. The number of students participating in the EMS Program who are assigned to the PROVIDER shall be determined by mutual agreement of the Parties.
- 15. Students are not authorized to drive any PROVIDER vehicle, but may ride in such vehicles during their participation in this program when driven by a PROVIDER employee.
- 16. A strict code of confidentiality is to be maintained by all participants in the EMS Program. All information obtained from patient records is to be held in strict confidence. No copies

of patient records shall be made, and no records or copies thereof shall be removed from the PROVIDER. Patients shall not be identified in any manner in reports or case studies undertaken by students or instructors. In the event of an accident or incident, the patient may be identified in the COLLEGE'S confidential internal records only. The COLLEGE and its employees, agents and students having any access to records of the PROVIDER'S patients shall observe all Federal, State, County and Local laws and regulations concerning confidentiality of records. PROVIDER may require that a confidentiality agreement be executed by individuals accessing PROVIDER resources under the terms and intent of this Agreement. In the event of an individual's failure to comply with the confidentiality requirements stated herein, or his/her refusal to enter into a confidentiality agreement hereinafter required to be entered into with the PROVIDER for access to PROVIDER resources, or his/her breach of the terms of any such agreement with the PROVIDER, access to PROVIDER'S resources, or continued access to PROVIDER'S resources, as applicable, shall be denied under this Agreement.

17. The COLLEGE, its employees, agents and students accessing PROVIDER resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age, marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

For the purposes of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include, but are not limited to, the following:

- (a) Denying an eligible person or providing to an eligible person any service or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- (b) Subjecting an eligible person to segregation or separate treatment in any

- manner related to his/her receipt of any service or benefit, except when necessary for infection control.
- (c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- (d) Treatment of an eligible person differently from others in determining whether he/she has satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided the same or similar service or benefit.
- (e) The assignment of times or places for the provision of services on the basis of race, religion, color, creed, ancestry, sexual preference, marital status, medical condition, sex, national origin, age, or physical or mental handicap of the eligible person to be served.
- 18. Students enrolled in the EMS Program are provided coverage under the COLLEGE'S errors and omissions/professional liability insurance. The COLLEGE shall provide certificates of insurance to the PROVIDER on or before the effective date of this Agreement. The certificates of insurance shall indicate that the respective insurance policies shall be maintained throughout the term of this Agreement. The COLLEGE shall add PROVIDER as an additional covered party under its general liability coverage with a JPA. Additional Insured status is limited to liability arising from the acts or omission of RCCD students or employees. PROVIDER shall be given notice, in writing, at least thirty (30) days in advance of any cancellation, modification or reduction in coverage. RCCD shall obtain coverage through a program of self-insurance and coverage from a JPA.
- 19. The COLLEGE shall defend, indemnify and hold harmless the PROVIDER, its officers, employees, agents, contractors and subcontractors from and against any and all liability, claims, demands, lawsuits, actions, arbitration proceedings, judgments, damages, losses, costs, expenses, of any nature, including worker's compensation claims, reasonable attorney's fees and costs whatsoever, including for any injury, illness or wrongful death, arising out of any negligent acts or omissions of the COLLEGE, any COLLEGE instructor, any student or personnel assigned to

the PROVIDER by the COLLEGE, relating to, or in any way connected with the training of any student(s) participating in the EMS PROGRAM under this Agreement. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

- 20. The PROVIDER shall defend, indemnify and hold harmless the COLLEGE, its officers, employees, agents, contractors and subcontractors from and against any and all liability, claims, demands, lawsuits, actions, arbitration proceedings, judgments, damages, losses, costs, expenses, of any nature, including worker's compensation claims, reasonable attorney's fees and court costs whatsoever, including for any injury, illness or wrongful death, arising out of any negligent acts or omissions of the PROVIDER, its employees, officers or agents, relating to, or in any way connected with the training of any student(s) participating in EMS Program under this Agreement. The PROVIDER shall have the right to conduct any investigation necessary to implement this provision.
- 21. This Agreement shall be effective upon execution by both Parties and shall continue in force on an every two-year basis, renewable biannually upon mutual written agreement of the Parties hereto. The Agreement may be terminated by either party with or without cause at any time upon one (1) month written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE EMS Program may be permitted to complete their training pursuant to and under this Agreement in the sole discretion of the PROVIDER on the condition the COLLEGE agrees to continue the effectiveness of the provisions of this Agreement with regard to the students.
- 22. The PROVIDER may provide training experience to students of the EMS Program in other healthcare fields offered by the COLLEGE upon receipt by the PROVIDER of requests for such training and the provision of administrative evaluations by the PROVIDER of the availability of PROVIDER resources for such training and the written consent of both Parties to this Agreement.
- 23. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith. This Agreement may be amended only upon the written and mutual consent of the Parties hereto.

- 24. <u>Severability</u>. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 25. <u>Notices</u>. Any notices required to be given under this Agreement shall be given by regular mail, postage prepaid, addressed as follows:

COLLEGE PROVIDER

Riverside Community College District City of West Covina

Attn: Asst. Chief Rick Genovese

1435 W. Puente Ave West Covina, Ca 91790

Or to such other address (es) as the Parties may hereafter designate.

- 26. <u>Jurisdiction, Venue, Attorney's Fees</u>: This Agreement is to be constructed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Los Angeles, State of California. Should any action, suit or proceeding be brought to enforce or to interpret the provisions of the Agreement or as a result of alleged breech of any provision of this Agreement, the prevailing party in such action, suit or proceeding shall be entitled to costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include such an award thereof.
- 27. <u>Assignment</u>: This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 28. <u>Waiver of Subrogation Rights</u>: The COLLEGE shall require the carriers of all required insurance policies to waive all Rights of Subrogation against the PROVIDER, City of West Covina, or their officers, officials, employees, agents, volunteers, contractors and subcontractors.
- 29. <u>Authority</u>. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of the Parties.
- 30. <u>Counterparts</u>. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties as agree that the effective date of this Agreement shall be the date of the last Party to execute the Agreement.

By:		By:	
J	Andrew Pasmant, City Manager City of West Covina	J	Riverside Community College District Dr. James Buysse
Date	:	Date:	
APPI	ROVED AS TO CONTENT:		
By:	Fire Chief, City of West Covina		
Ву:	Division Chief, City of West Covina		
ATT.	EST:		
By:	Janet Berry, City Clerk		
APPI	ROVED AS TO FORM:		
By:			
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RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No. V-A-24 Date: September 16, 2004

Subject: Agreement with the City of Ontario, Ontario Fire Department for

Emergency Medical Services Student Training.

Background: This is a two-year renewable agreement that will provide needed training facilities for emergency medical services students. Field experience is a necessary component of the emergency medical services program and the City of Ontario has agreed to supply externship opportunities for Riverside Community College District's emergency medical services students through its Ontario Fire Department facilities. It will cover the time period beginning September 15, 2004 through July 31, 2006. As the emergency medical services program expands, there is a continuing need to establish new agreements with additional agencies to provide field experiences for students in the program. This agreement has no financial impact to the District. It has been reviewed by Ed Godwin, Risk Manager; Sylvia Thomas, Associate Vice President, Instruction; and Ronald Vito, Dean, Occupational Education. There is no cost to the District for this agreement.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve this new agreement with the City of Ontario to supply externship opportunities at the Ontario Fire Department for a period beginning September 15, 2004 and continuing through July 31, 2006, and authorize the Vice President, Administration and Finance, or designee to sign the agreement. This agreement has no financial impact to the District.

Salvatore G. Rotella President

Prepared by: Lisa Conyers

Dean of Instruction

COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT

THIS COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT (hereinafter referred to as "Agreement") is entered into on this 15th day of September, 2004, by and between the Riverside Community College District, Riverside, California, (hereinafter referred to as "the COLLEGE") and the City of Ontario, a municipal corporation, (hereinafter referred to as "the PROVIDER"). (The COLLEGE and the PROVIDER shall collectively be referred to herein as "the Parties").

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Emergency Medical Technician Program and a student Paramedic Program, (hereinafter collectively referred to as "the EMS Program");

WHEREAS, the EMS Program has certain requirements for students to gain clinical experience while enrolled in the EMS Program;

WHEREAS, the PROVIDER maintains certain facilities which lends itself to the provision of said clinical experience for students of the EMS Program;

WHEREAS, the COLLEGE and the PROVIDER desire to cooperate in the EMS Program and to use the facilities of both Parties in connection therewith; and

WHEREAS, the PROVIDER shall retain ultimate responsibility for the care of the patients served by students in the EMS Program.

NOW, THEREFORE, IT IS AGREED:

- 1. The COLLEGE shall assume full responsibility for the preparation of practitioners for positions in Emergency Medical Services (EMS).
- 2. The COLLEGE shall be responsible for the development, organization, and implementation of the EMS Program curriculum under the direction of a qualified EMS Program Director.
- The COLLEGE shall select, test, and supervise the students admitted to the EMS Program at the time of admittance and throughout the period of time prescribed for its completion.
 - 4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in

the EMS Program, including any instruction or training which may be carried on at the PROVIDER. The instructors and the Director of the EMS Program shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio shall not exceed the ratio listed for the EMS Program in accordance with the State of California EMT-I and EMT-P policies.

- 5. The COLLEGE shall provide each new instructor an opportunity to participate in an orientation with the PROVIDER. This orientation shall be arranged through mutual agreement of the COLLEGE and the PROVIDER.
- 6. The COLLEGE shall provide all instructional supplies and equipment as needed for the EMS Program, except those which the PROVIDER hereinafter specifically agrees to provide.
- 7. The COLLEGE shall provide administrative functions, including admission, counseling, scheduling, attendance, accounting, and achievement records in connection with the EMS Program, similar to those maintained for all other students at California EMS Academy.
- 8. The COLLEGE shall furnish copies of class schedules and student rotation assignments to the PROVIDER, prepared by the EMS Program Director after consultation with the PROVIDER.
 - 9. The PROVIDER shall provide the following:
 - (a) Full cooperation on its part to help ensure success of the EMS Program.
 - (b) The cooperation and counsel of the PROVIDER'S administrative and professional staff in the operation of the EMS Program, in accordance with this Agreement.
 - (c) Equipment and supplies needed for instruction within the individual areas where students are assigned, after consultation with the EMS Program Director.
 - (d) As broad an experience as possible with opportunities for observation, participation, and independent activity involving patient contact through the program(s) offered by the PROVIDER.
 - (e) Ultimate control and responsibility for supervision and oversight of patient care at all times.

- 10. The PROVIDER shall retain ultimate control and responsibility for supervision and oversight of patient care at all times.
- 11. Should emergency treatment be necessary for students in the event of accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE'S worker's compensation coverage by filing a completed claim form with the COLLEGE'S Risk Management Department. It will be the duty and obligation of the COLLEGE to insure that a claim is properly filed with the COLLEGE's Risk Management Department. The Parties agree that the standards of the EMS Program shall be maintained at a level equal to or exceeding those required by the State of California as outlined in Title 22 of the Code of Regulations.
- 12. The Parties agree that the students and staff of the COLLEGE participating in the EMS Program are not employees or agents of the PROVIDER, nor shall they become employees or agents of the PROVIDER by virtue of their participation in the EMS Program, but shall be subject to and shall abide by all PROVIDER rules, regulations and policies, including, but not limited to: those governing professional conduct, confidentiality, affirmative action, substance abuse, and Blood Borne Pathogen Control Plan. In the event that a student fails or refuses to do so, the PROVIDER reserves the right to deny the use of its facilities by such students.
- 13. Each student in the EMS Program, prior to beginning field time with the PROVIDER, shall provide documentation of health status to the EMS Program Director including: documentation of negative TB test within the previous year, and current Hepatitis B vaccination. Each student in the EMS Program will have one (1) year and 2,000 hours of pre-hospital experience prior to beginning field time with the PROVIDER.
- 14. The number of students participating in the EMS Program who are assigned to the PROVIDER shall be determined by mutual agreement of the Parties.
- 15. Students are not authorized to drive any PROVIDER vehicle, but may ride in such vehicles during their participation in this program when driven by a PROVIDER employee.
- 16. A strict code of confidentiality is to be maintained by all participants in the EMS Program. All information obtained from patient records is to be held in strict confidence. No copies of patient records shall be made, and no records or copies thereof shall be removed from the PROVIDER. Patients shall not be identified in any manner in reports or case studies undertaken by

students or instructors. In the event of an accident or incident, the patient may be identified in the COLLEGE'S confidential internal records only. The COLLEGE and its employees, agents and students having any access to records of the PROVIDER'S patients shall observe all Federal, State, County and Local laws and regulations concerning confidentiality of records. PROVIDER may require that a confidentiality agreement be executed by individuals accessing PROVIDER resources under the terms and intent of this Agreement. In the event of an individual's failure to comply with the confidentiality requirements stated herein, or his/her refusal to enter into a confidentiality agreement hereinafter required to be entered into with the PROVIDER for access to PROVIDER resources, or his/her breach of the terms of any such agreement with the PROVIDER, access to PROVIDER'S resources, or continued access to PROVIDER'S resources, as applicable, shall be denied under this Agreement.

17. The COLLEGE, its employees, agents and students accessing PROVIDER resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age, marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

For the purposes of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include, but are not limited to, the following:

- (a) Denying an eligible person or providing to an eligible person any service or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- (b) Subjecting an eligible person to segregation or separate treatment in any manner related to his/her receipt of any service or benefit, except when necessary for infection control.
- (c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or

benefit.

- (d) Treatment of an eligible person differently from others in determining whether he/she has satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided the same or similar service or benefit.
- (e) The assignment of times or places for the provision of services on the basis of race, religion, color, creed, ancestry, sexual preference, marital status, medical condition, sex, national origin, age, or physical or mental handicap of the eligible person to be served.
- 18. Students enrolled in the EMS Program are provided coverage under the COLLEGE'S personnel malpractice insurance. The COLLEGE shall provide certificates of insurance to the PROVIDER on or before the effective date of this Agreement. The certificates of insurance shall indicate that the respective insurance policies shall be maintained throughout the term of this Agreement. The PROVIDER shall be an Additional Covered Party under the COLLEGE'S general liability coverage with a joint powers authority. Additional covered status is limited to liability arising from the acts or omission of RCCD students or employees. PROVIDER shall be given notice, in writing, at least thirty (30) days in advance of any cancellation, modification or reduction in coverage. RCCD shall obtain coverage through a program of self-insurance and coverage from a JPA.
- 19. The COLLEGE shall defend, indemnify and hold harmless the PROVIDER, its officers, employees, agents, contractors and subcontractors from and against any and all liability, claims, demands, lawsuits, actions, arbitration proceedings, judgments, damages, losses, costs, expenses, of any nature, including worker's compensation claims, reasonable attorney's fees and costs whatsoever, including for any injury, illness or wrongful death, arising out of any negligent acts or omissions of the COLLEGE, any COLLEGE instructor, any student or personnel assigned to the PROVIDER by the COLLEGE, relating to, or in any way connected with the training of any student(s) participating in the EMS PROGRAM under this Agreement. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.
 - 20. The PROVIDER shall defend, indemnify and hold harmless the COLLEGE, its

officers, employees, agents, contractors and subcontractors from and against any and all liability, claims, demands, lawsuits, actions, arbitration proceedings, judgments, damages, losses, costs, expenses, of any nature, including worker's compensation claims, reasonable attorney's fees and court costs whatsoever, including for any injury, illness or wrongful death, arising out of any negligent acts or omissions of the PROVIDER, its employees, officers or agents, relating to, or in any way connected with the training of any student(s) participating in EMS Program under this Agreement. The PROVIDER shall have the right to conduct any investigation necessary to implement this provision.

- 21. This Agreement shall be effective upon execution by both Parties and shall continue in force on an every two-year basis, renewable biannually upon mutual written agreement of the Parties hereto. The Agreement may be terminated by either party with or without cause at any time upon one (1) month written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE EMS Program may be permitted to complete their training pursuant to and under this Agreement in the sole discretion of the PROVIDER on the condition the COLLEGE agrees to continue the effectiveness of the provisions of this Agreement with regard to the students.
- 22. The PROVIDER may provide training experience to students of the EMS Program in other healthcare fields offered by the COLLEGE upon receipt by the PROVIDER of requests for such training and the provision of administrative evaluations by the PROVIDER of the availability of PROVIDER resources for such training and the written consent of both Parties to this Agreement.
- 23. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith. This Agreement may be amended only upon the written and mutual consent of the Parties hereto.
- 24. <u>Severability</u>. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
 - 25. <u>Notices</u>. Any notices required to be given under this Agreement shall be given by

regular mail, postage prepaid, addressed as follows:

<u>COLLEGE</u> <u>PROVIDER</u>

Riverside Community College District City of Ontario

Attn: Capt. Art Andres 425 E.B. Street

425 E.B. Street Ontario, CA 91764

Or to such other address (es) as the Parties may hereafter designate.

- 26. <u>Jurisdiction, Venue, Attorney's Fees</u>: This Agreement is to be constructed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Los Angeles, State of California. Should any action, suit or proceeding be brought to enforce or to interpret the provisions of the Agreement or as a result of alleged breech of any provision of this Agreement, the prevailing party in such action, suit or proceeding shall be entitled to costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include such an award thereof.
- 27. <u>Assignment</u>: This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 28. <u>Waiver of Subrogation Rights</u>: The COLLEGE shall require the carriers of all required insurance policies to waive all Rights of Subrogation against the PROVIDER, City of West Covina, or their officers, officials, employees, agents, volunteers, contractors and subcontractors.
- 29. <u>Authority</u>. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of the Parties.
- 30. <u>Counterparts</u>. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties as agree that the effective date of this Agreement shall be the date of the last Party to execute the Agreement.

By:		By:
•	City Manager	Riverside Community College District

City of Ontario

Dr. James Buysse

Date	::	Date:
APP	PROVED AS TO CONTENT:	
By:		
•	Fire Chief, City of Ontario	
By:		
	Division Chief, City of Ontario	
ATT	EST:	
By:		
•	City Clerk	
APP	ROVED AS TO FORM:	
By:		
	City Attorney	

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-25 Date: September 16, 2004

Subject: Consultant Agreement with Laura Gilpin

Background: Attached for the Board's review and consideration is a Consultant Agreement between Riverside Community College District and Laura Gilpin to prepare and conduct a four-hour workshop to H-1B eligible participants in the Riverside area on September 24, 2004. The workshop will address issues for area hospitals and associated healthcare facilities, introducing the Planetree Health Care Delivery System. The District will reimburse Ms.Gilpin's actual expenses for the cost of airfare, and required lodging, airport transportation, and meals. The total expenses not to exceed \$800.00 will be paid through H-1B funding.

The in-service trainer identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management. Funding source: H-1B Grant.

Recommended Action: It is recommended that the Board of Trustees approve this Consultant Agreement between Riverside Community College District and Laura Gilpin for the preparation and delivery of a four-hour workshop on September 24, 2004, and the related expenses not to exceed \$800.00 and authorize the Vice President, Administration and Finance, to sign the Agreement.

Salvatore G. Rotella President

<u>Prepared by:</u> Shelagh Camak, Dean, Workforce Preparation Michael Wright, Grants and Contracts Manager

CONSULTANT AGREEMENT BETWEEN

Laura Gilpin AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this <u>23rd day of September 2004</u>, between <u>Laura Gilpin</u>, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as "The District."

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning <u>September 23</u>, 2004, and will continue in effect until <u>September 24</u>, 2004.

ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Consultant, The District will reimburse the Consultant's actual expenses for the cost of airfare. The District will provide lodging, required airport transportation, and meals. Total consultant's expenses not to exceed \$800.00.

ARTICLE IV. OBLIGATIONS OF CONSULTANT

- 4.01 <u>Minimum Amount of Service</u>. Consultant agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of The District.
- 4.02 <u>Indemnification</u>. Consultant and The District mutually agree to indemnify and hold each other free and harmless from any obligations, costs claims, judgments, attorneys' fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement. The Consultant also agrees to hold The District harmless for claims of libel and slander for any and all information provided at any point of the presentation.

- 4.03 <u>Assignment</u>. 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 <u>Treatment of The District Information</u>. Consultant shall regard all District data and information used in the work performed under this agreement as confidential.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.O1 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 <u>Vendor Status</u>. 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.
- 7.03 <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Riverside Community College District	Consultant
James L. Buysse, Vice President Administration and Finance	Laura Gilpin
Dated:	Dated:

EXHIBIT A

Consultant Agreement with Riverside Community College

SCOPE OF WORK

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

Prepare and Conduct 4-hour Workshop

Consultant hereby agrees to provide a four-hour workshop to H-1B eligible participants in the Riverside area on September 24, 2004. The workshop will address issues for area hospitals and associated healthcare facilities, introducing the Planetree Health Care Delivery System. The Planetree Model is patient-centered rather than provider-focused, and is committed to improving medical care from the patient's perspective. The Planetree approach is holistic, encouraging healing in all dimensions; mental, emotional, spiritual, and social, as well as physical.

Deliverables

The following will be delivered to H-1B participants as a result of the provision of services described within this scope of work.

• Conduct four-hour workshop entitled "Introduction to the Planetree Health Care Delivery System."

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-26 Date: September 16, 2004

Subject: First Amendment to Agreement for Administration of Justice Training

Services - County of Riverside, on behalf of the Sheriff's Department and

Riverside Community College District.

Background: Attached for the Board's review and consideration is a First Amendment to Agreement for Administration of Justice Training Services between the County of Riverside, on behalf of the Sheriff's Department and Riverside Community College District. The original Training Services Agreement was approved by the Board on December 16, 2003 with a term of December 17, 2003 to June 30, 2008. In order to pay Riverside County Sheriff's Department law enforcement instructor fee invoices for services rendered during the time period of July 1, 2003 to December 16, 2003 in the amount of \$3,427 an Amendment was generated by RCC and approved by the Board on May 19, 2004. The County of Riverside has requested that we replace the original Amendment dated May 19, 2004 with the attached First Amendment to Agreement. The County of Riverside have revised item number 2 of the original Amendment to include all months within the fiscal year of the agreement. Item number 2 of the May 19, 2004 Amendment originally read, "This Amendment shall apply solely to Payment of Compensation, Section 4.04, 4.05, 4.06 and 4.07." Item number 2 of the attached First Amendment now reads, "Section 2.01 is amended to read as follows: Section 2.01. This Agreement shall be for five years, commencing July 1, 2003 and terminating June 30, 2008, unless earlier terminated by either party in the manner set forth herein." This First Amendment has been reviewed by Ed Godwin, Risk Manager and there are no risk management implications. It has also been reviewed by Sylvia Thomas, Associate Vice President, Instruction; and Riverside County Contracts and County Counsel. Funding Source: General fund.

Recommended Action: It is recommended that the Board of Trustees approve the attached First Amendment to Agreement with the County of Riverside, on behalf of the Sheriff's Department, and authorize the Vice President, Administration and Finance, or designee to sign the Amendment to Agreement. The revised term of the Agreement is July 1, 2003 to June 30, 2008. Invoices from July 1, 2003 to December 16, 2003 in the amount of \$3,427 will be paid. This First Amendment will replace the May 19, 2004 amendment.

Salvatore G. Rotella President

Prepared by: William Vincent

Associate Dean, Public Safety Education and Training

FIRST AMENDMENT TO AGREEMENT FOR ADMINISTRATION OF JUSTICE TRAINING SERVICES

COUNTY OF RIVERSIDE, ON BEHALF OF THE SHERIFF'S DEPARTMENT AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

	THE	S FIRST AMENDMENT is made and enter	ed into on this	day of
DEP	by and	d between COUNTY OF RIVERSIDE, ON ENT, bereinafter referred to as "RSD" and hereinafter referred to as "RCCD".	BEHALF OF THE	E SHERIFF'S IMUNITY COLLEGE
	1.	This Amendment is subsequent to the Ap Administration of Justice Training Servi	greement dated De ces.	cember 17, 2003 for
	2.	Section 2.01. is amended to read as follo	ws:	
	40	Section 2.01. This Agreement shall be for and terminating June 30, 2008, unless ea manner set forth herein.	or five years, comr rlier terminated by	nencing July 1, 2003 either party in the
	3.	This Amendment specifically includes the December 16, 2003 inclusive, for paymer period.	e time period of Ju nt of invoices incu	nly 1, 2003 to rred during this time
	4.	All other provisions of the Agreement da	ted December 17,	2003 shall remain.
RIVE	RSIDI	E COMMUNITY COLLEGE DISTRICT		
BY:			DATE:	
		s L. Buysse, Vice President inistration and Finance		
COU	NTY C	OF RIVERSIDE		
BY:			DATE:	

FORM APPROVED COUNTY COUNSEL

JUL 2.6 2004 BY <u>N'BYLOVER</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-27 Date: September 16, 2004

Subject: Contract with Sue Williams

<u>Background</u>: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Sue Williams to provide costume design, execution and labor for RCC Dance productions of *Kinetic Conversations* and *Celebrate Dance*. These costumes will be used by RCCD dance class(es) for costume parade, six rehearsals and a total of six performances in December 2004 and May 2005. The term of the agreement is October 1, 2004 through June 1, 2005 and includes costume design, execution, and labor for a total of \$4,000 payable on December 15, 2004 and June 15, 2005.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management. Funding source: General fund.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and Sue Williams and authorize the Vice President Administration and Finance to sign the contract for costume design, execution and labor for RCC Dance productions of *Kinetic Conversations* and *Celebrate Dance*. The term of the agreement is October 1, 2004 through June 1, 2005 and includes costume design, execution, and labor for a total of \$4,000 payable on December 15, 2004 and June 15, 2005.

Salvatore G. Rotella President

Prepared by: Rita Chenoweth

Assistant Chair, Performing Arts / Dance

AGREEMENT BETWEEN SUE WILLIAMS AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 17th day of September, 2004 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 President and other designated representatives of the District.
- 4. The term of this agreement shall be from October 1, 2004 to June 1, 2005.
- 5. Payment in consideration of this agreement shall not exceed \$4,000.00, payable on
 - 1. December 15, 2004
 - June 15, 2005.
 (Check is set up for payment on this date and mailed the next business day, per District regulations.)
- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Sue Williams	Riverside Community College District	College Dance		
Consultant Signature	James L. Buysse	Rita P. Chenoweth		
	Vice President,	Assistant Chair,		
	Administration and Finance	Performing Arts / Dance		

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-28 Date: September 16, 2004

Subject: Contract with Damien Diaz

<u>Background</u>: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Damien Diaz to provide one (1) choreographic work of approximately thirteen (13) minutes for performances of the RCC Ballet Ensemble / Intersect Dance Theatre during the 2004-2005 school year. The choreography created by the consultant will be performed by RCCD dancers during performances of the RCC Ballet Ensemble / Intersect Dance Theatre. The term of the agreement is October 17, 2004 to October 23, 2004 and includes the creation of choreography for a total of \$1100, payable on October 25, 2004.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management. Funding Source: General fund.

Recommended Action: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and Damien Diaz and authorize the Vice President, Administration and Finance, to sign the contract for one (1) choreographic work of approximately thirteen (13) minutes for performances of the RCC Ballet Ensemble / Intersect Dance Theatre during the 2004-2005 school year. The term of the agreement is October 17, 2004 to October 23, 2004 and includes the creation of choreography for a total of \$1100.

Salvatore G. Rotella President

Prepared by: Rita Chenoweth

Assistant Chair, Performing Arts / Dance

AGREEMENT BETWEEN DAMIEN DIAZ AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into on this 17th day of September, 2004, by and between Damien Diaz, 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. Provide one (1) choreographic work of approximately thirteen (13) minutes for performances of the RCC Ballet Ensemble / Intersect Dance Theatre during the 2004-2005 school year.
- 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 President and other designated representatives of the District.
- 4. The term of this agreement shall be from October 17, 2004 to October 23, 2004.
- Payment in consideration of this agreement shall not exceed \$1100.00, payable on
 October 25, 2004.
 (Check is set up for payment on this date and mailed the next business day, per District regulations.)
- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Damien Diaz	Riverside Community College District
Consultant Signature	James L. Buysse
	Vice President,
	Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-29 Date: September 16, 2004

Subject: Agreement with Onstage Musicals (Richard Stover)

<u>Background</u>: Attached for the Board's review and consideration is a proposed contract between Riverside Community College District and Onstage Musicals (Richard Stover) to provide contractor services for three (3) "Big Band" productions. These services will be used by Performance Riverside to mount a production for one performance each to be held on October 24, 2004, December 19, 2004, and March 20, 2005. The term of the agreement is October 2004, December 2004, and March 2005 and includes a service fee of \$8,000.00 for the October 24 and December 19, 2004 dates and \$9,000.00 for the March 20, 2005 performance.

The vendor in this contract is a consultant that makes or participates in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendor may be subject to Section II. 8 of the Regulations for Board Policy 1080. Conflict of Interest Code. The staff recommends that the Board deem the vendor as a "Designated Employee" for purposes of the Conflict of Interest Code. This contract has been reviewed by Sylvia Thomas, Associate Vice President of Instruction and Ed Godwin, Risk Management. Funding source: Resource 1090 – Performance Riverside.

Recommended Action: It is recommended that the Board of Trustees approve the service contract between Riverside Community College District and Onstage Musicals (Richard Stover) and authorize the Vice President, Administration and Finance, to sign the contract for the service fee for three (3) "Big Band" productions. The term of the agreement includes three performances to be held on October 24, 2004, December 19, 2004 and March 20, 2005 and service fees of \$8,000.00 each for the October 24 and December 19 performances and \$9,000.00 for March 20, 2005 performance.

Salvatore G. Rotella President

Prepared by: Steven A. Glaudini

Executive Director/Producer, Performance Riverside

AGREEMENT BETWEEN **Onstage Musicals** (**Richard Stover**) AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 17th day of September 2004, by and between **Onstage Musicals**, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, here in after referred to as the "District."

The parties hereto mutually agree as follows:

- 1. The contractor agrees to provide the following services:
 - a. Present a professional big band concert in Landis Auditorium on each of the following dates and at the listed times:
 - b. The contractor will be responsible for compensating all performers, technicians and stage crew.
 - c. Technician and stage crew personnel, working hours and pay rates are to be approved by the Landis Auditorium Technical Director.
 - d. The contractor will provide a minimum of 1000 programs for each performance.
- 2. The services rendered by the Consultant are subject to review and supervision by the District's President and other designated representatives of the District.
- 3. The term of this agreement shall be from October 2004 March 2005.
- 4. Payment in consideration of this agreement shall not exceed \$25,000 which will be payable on the following schedule:

October 24, 2004	\$8000	10/1/04
December 19, 2004	\$8000	12/1/04
March 20, 2005	\$9000	5/1/05

(Check is set up for payment on this date and mailed the next business day, per District regulations).

- 5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 6. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Riverside Community College District	Performance Riverside	
James L. Buysse Vice-President,	Steven A. Glaudini Director, Producer	
	ž	

Report No.:	V-B-1	Date:	Se	ptember 16,	, 2004	

Subject: P1 Parking Structure Project

<u>Background</u>: Attached for the Board of Trustees review and consideration are renderings/floor plans, elevations, time-line and budget (\$18,800,000 plus the cost of Security Cameras/Monitors) for the P1 Parking Structure Project. Funding is being requested from Measure "C" G.O. Bond monies.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the renderings/floor plans, elevations, time-line, and budget (\$18,800,000 plus the cost of Security Cameras/Monitors) for the P1 Parking Structure Project, utilizing Measure "C" G.O. Bond monies.

Salvatore G. Rotella President

Prepared by: Aan Tan

Back-up V-B September 16

Riverside Community College Parking Structure





Project Summary:

1100 Vehicle Parking Structure

(8) Tennis Courts

Offices, Restrooms and Storage

(2) Elevators and (3) Stairwells

higginson + cartozian architects, inc.

1455 Park Avenue, Redlands, CA 92373 Ph. (909) 793-3100 Fax: (909) 793-3140

Riverside Community College Parking Structure





Project Summary:

1100 Vehicle Parking Structure

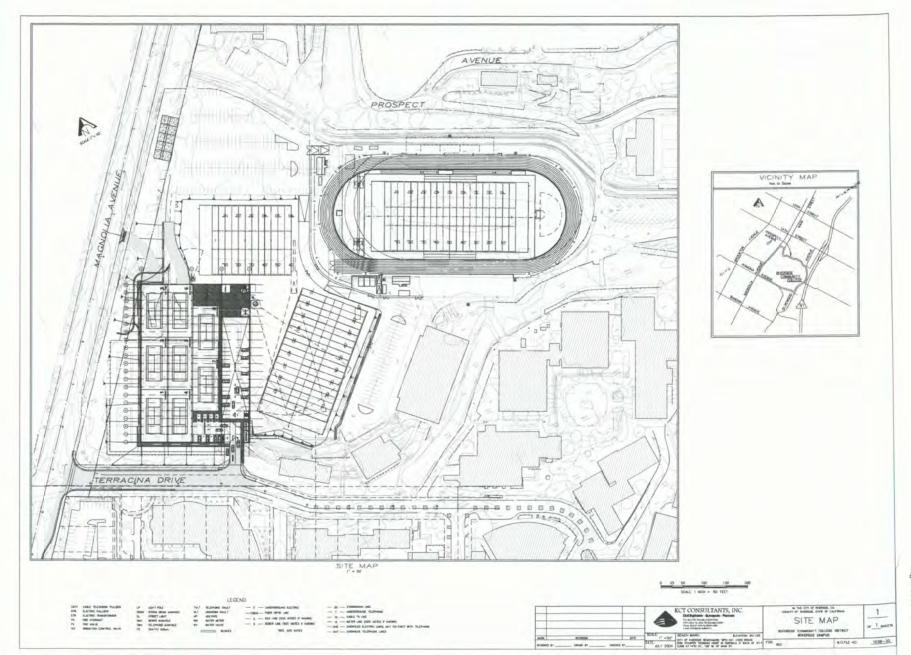
(8) Tennis Courts

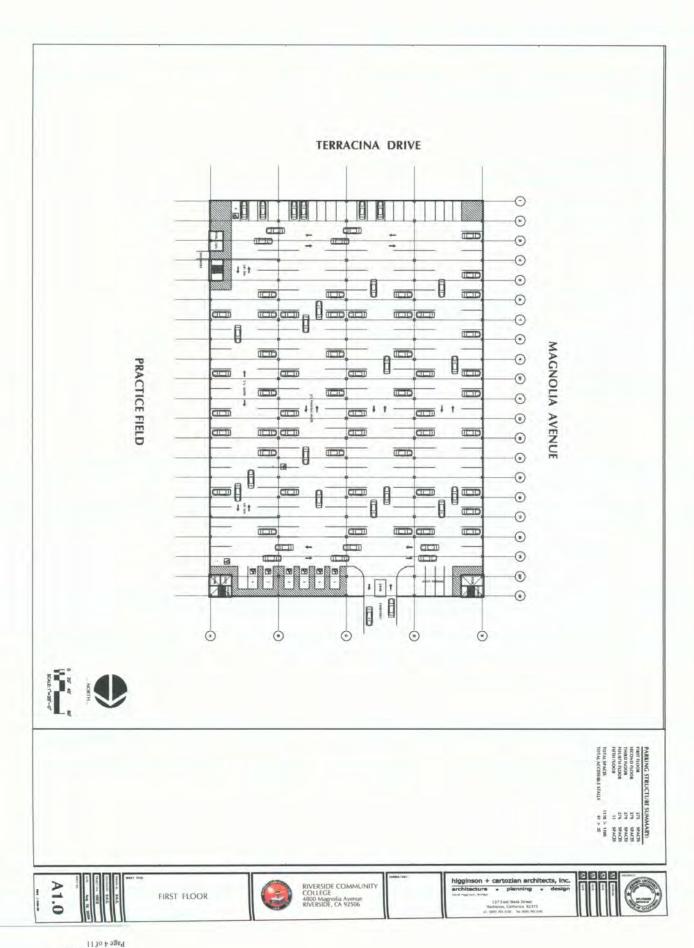
Offices, Restrooms and Storage

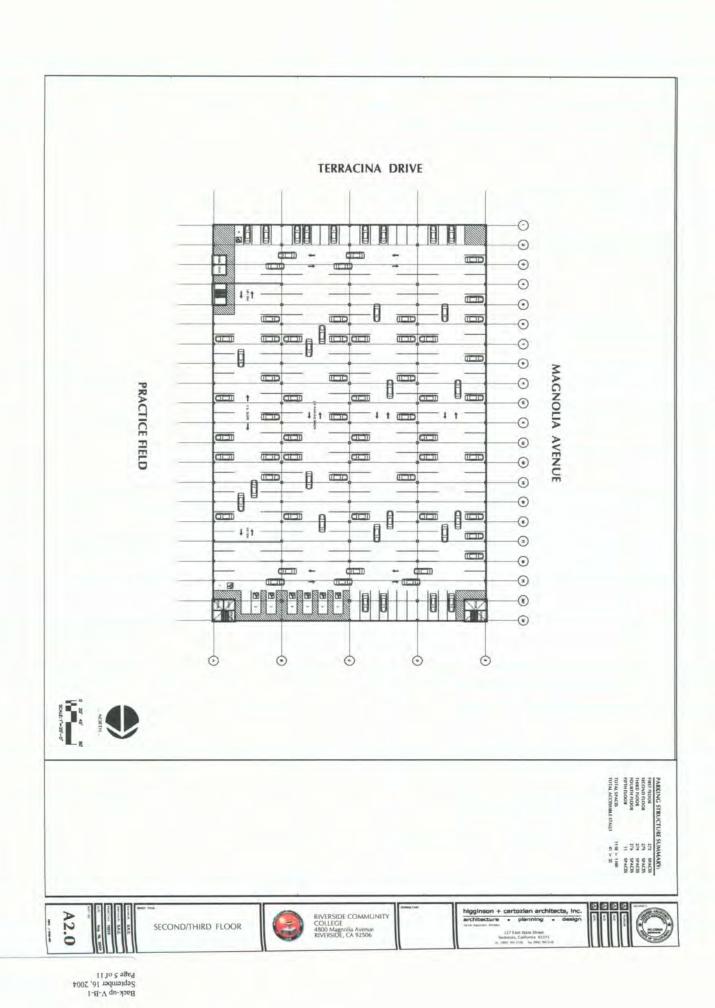
(2) Elevators and (3) Stairwells

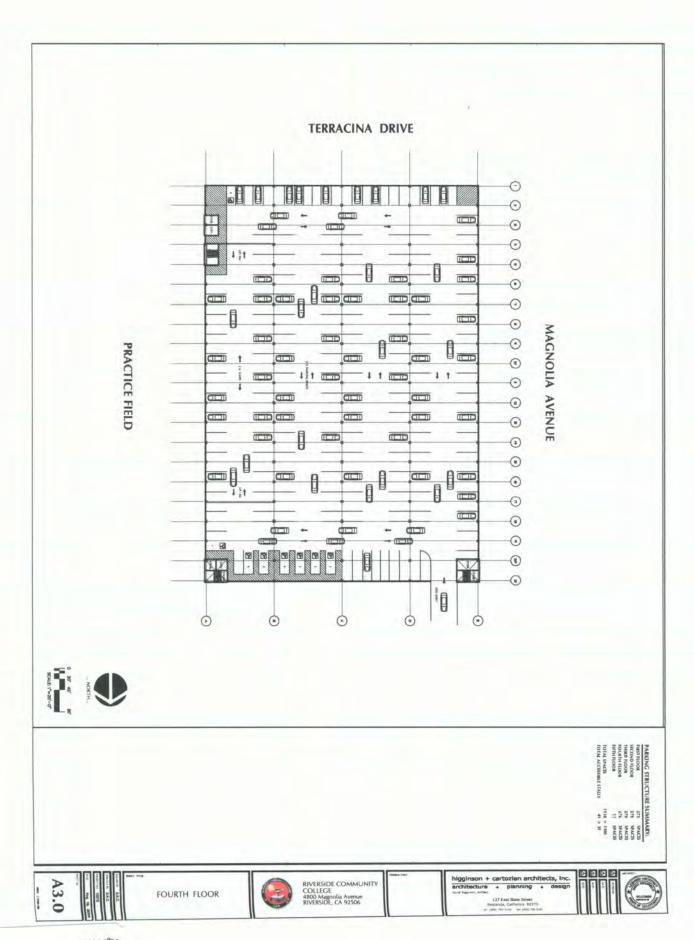
higginson + cartozian architects, inc.

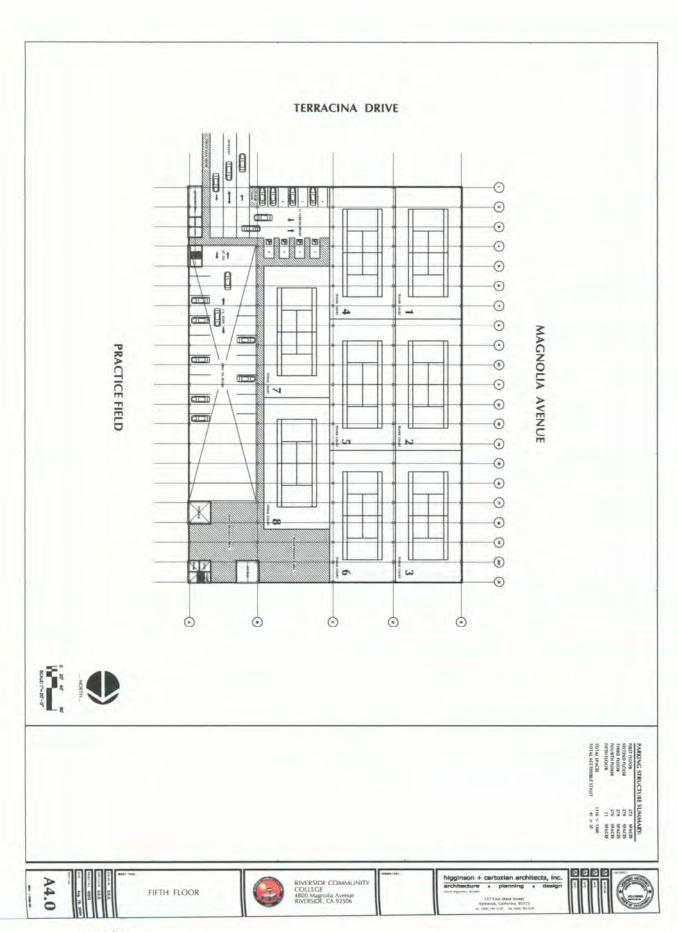
1455 Park Avenue, Redlands, CA 92373 Ph. (909) 793-3100 Fax: (909) 793-3140



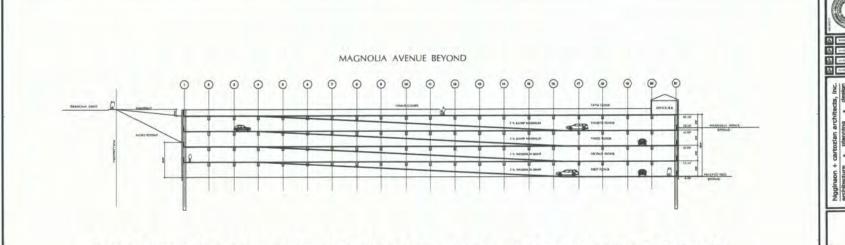






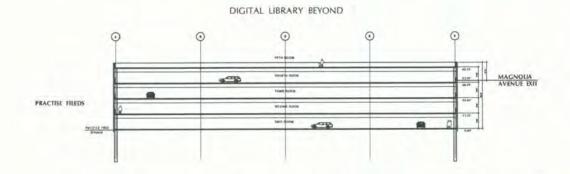


BUIDING SECTIONS



LONGITUDINAL BUILDING SECTION at TERRACINA DRIVE

SCALE: 1" = 1/16"

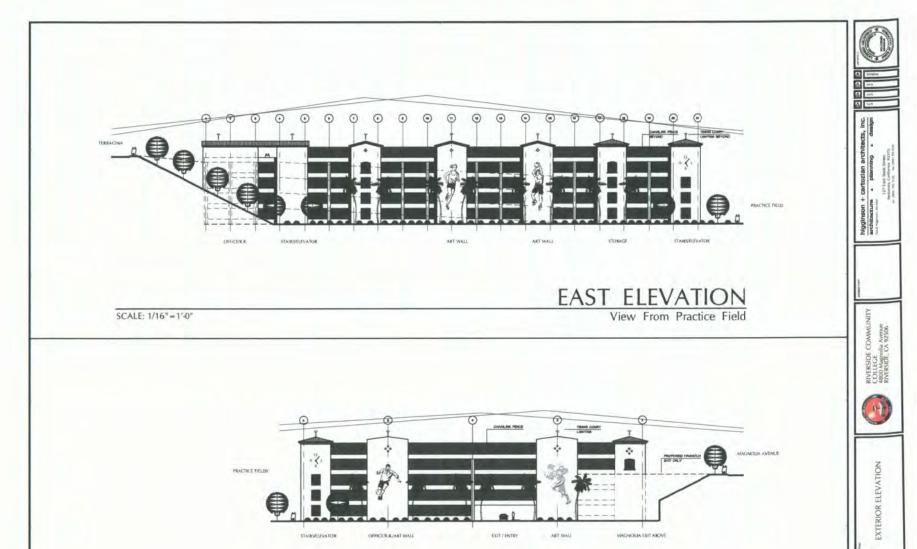


BUILDING SECTION at MAGNOLIA AVENUE

SCALE: 1" - 1/16"



A6.0



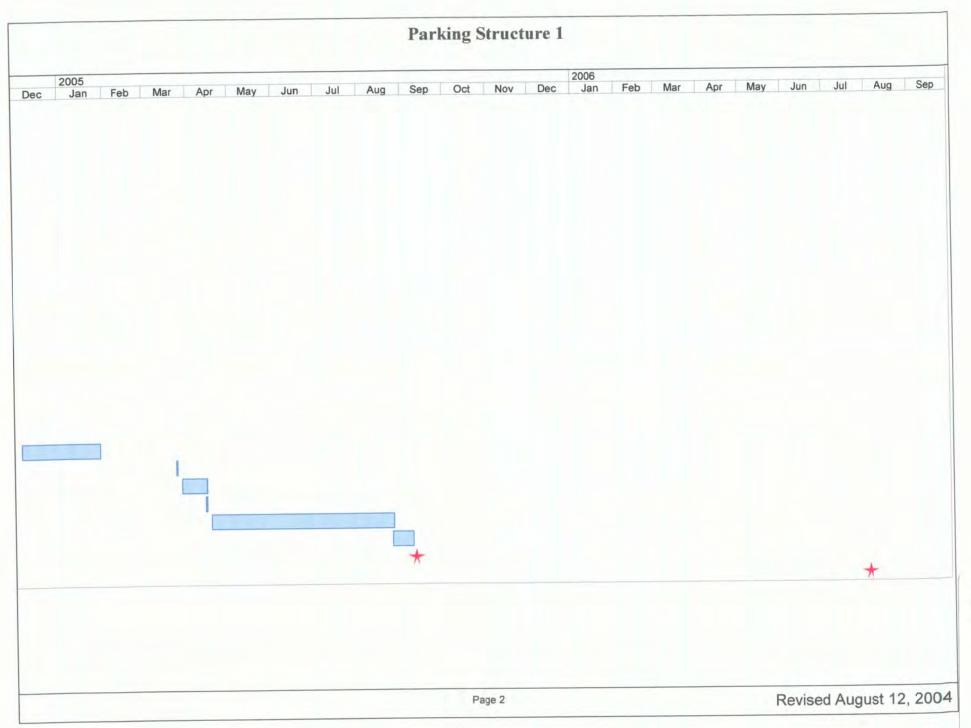
SCALE: 1/16"=1'-0"

NORTH ELEVATION

View From Northern Parking Lot

Parking Structure 1

ID	0	Task Name	Start	Finish	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1	-	CEQA-KCT	Mon 3/29/04	Mon 8/2/04	Iviai	Apr	iviay	Juli	I	riug	000		
2	37.00	HCA Contract	Thu 5/20/04	Thu 5/20/04						_			
3		Preliminary cost estimate due	Thu 5/20/04	Thu 5/20/04			h						
4	1	Board Approval to Proceed with Preliminary Plans	Fri 5/21/04	Fri 5/21/04			F.						
5		Start Preliminary Design	Mon 5/24/04	Mon 5/24/04			T	_					
6	111	Geotechnical Investigation Report Due	Mon 6/7/04	Mon 6/7/04				T					
7	111	Board Approval-Contracts	Wed 6/16/04	Wed 6/16/04				1					
8	H	DSA - Soils Report	Thu 7/1/04	Thu 7/1/04									
9	H	Preliminary Design Due	Tue 8/10/04	Tue 8/10/04						1			
10	TE	Sub Committee Sign-off Preliminary Design	Thu 8/12/04	Thu 8/12/04									
11	H	Site Committee approves to send project to Board	Thu 8/19/04	Thu 8/19/04						1			
12	H	Board Approval to Proceed with Construction	Tue 9/14/04	Tue 9/14/04							- 1		
13	HIR	Contracter Prequalification	Mon 9/27/04	Fri 10/15/04									
14	11.0	Design Build Interviews	Mon 10/18/04	Fri 10/29/04									
15	Ti n	Doretta's Report	Mon 11/1/04	Fri 11/5/04									
16	118	Committee Meeting	Tue 11/9/04	Tue 11/9/04									1
17	11.00	Board Appoves Design Build Selection	Tue 11/16/04	Tue 11/16/04									
18	H	Design Build Award	Wed 11/17/04	Wed 11/17/04									
19	THE .	Start Construction Documents	Mon 11/22/04	Mon 11/22/04									
20	HE	Site Work	Mon 12/6/04	Fri 1/28/05									
21	111	Construction Documents Due	Thu 3/24/05	Thu 3/24/05									
22	111	Constructibility Review	Mon 3/28/05	Thu 4/14/05									
23	THE .	Owner Sign-off	Thu 4/14/05	Thu 4/14/05									
24	-	DSA Plan Check	Mon 4/18/05	Fri 8/26/05									
25	H	DSA Backcheck	Fri 8/26/05	Fri 9/9/05									
26	-	Start Construction	Mon 9/12/05	Mon 9/12/05									
27	1	Completion Date	Fri 8/4/06	Fri 8/4/06									



Report No.: V-B-2 Date: September 16, 2004

Subject: Riverside Campus Physical Education Complex-Phase 1 (Track and Field) Project

<u>Background</u>: Facilities and Planning submits for the Board of Trustees review and consideration renderings/floor plans, time-line and budget (\$5,000,000) for the Physical Education Complex – Phase I (Track and Field) Project. Funding is being requested from Measure "C" G.O. Bond monies.

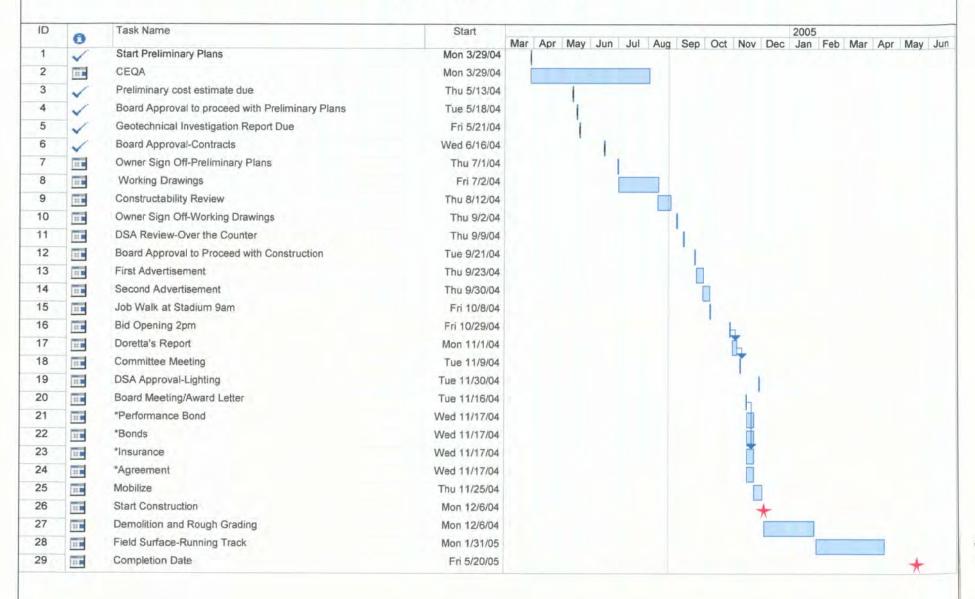
<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the renderings/floor plans, time-line and budget (\$5,000,000) for the Riverside Campus Physical Education /Complex-Phase I (Track and Field) Project, utilizing Measure "C" G.O.

Salvatore G. Rotella President

<u>Prepared by</u>: Aan Tan



PE COMPLEX PART 1



Report No.: V-B-3 Date: September 16, 2004

Subject: California Environmental Quality Act (CEQA) Study for Riverside Campus

Physical Education Complex-Phase 1 (Track and Field) Project

<u>Background</u>: KCT Consultants, Inc. conducted an environmental assessment study under California Environmental Quality Act (CEQA) requirements for the Riverside Campus Physical Education Complex-Phase I (Track and Field) Project and associated improvements. The study has determined that the proposed project will not have a significant effect on the environment, thus concluding a "Negative Declaration." A "Staff Report" is attached describing the project findings, conclusions, recommendations and conditions of approval.

Recommended Action: It is recommended that the Board of Trustees approve the California Environmental Quality Act (CEQA) Study Staff Report for the Riverside Campus Physical Education Complex-Phase I (Track and Field) Project, and authorizes the Associate Vice President, Facilities, to file a "Negative Declaration" and DeMinimus Impact Finding with the Riverside County Clerk's Office within five days.

Salvatore G. Rotella President

<u>Prepared by</u>: Aan Tan

Riverside Community College District Facilities and Planning

STAFF REPORT

Riverside Campus Physical Education Complex and Associated Improvements August 13, 2004

Project Description

The project and associated improvements are part of a two phase component plan.

The first phase of the project will be the preparation needed to make way for the second phase of project development. This work will include the demolition of the existing tennis and handball courts to clear the pad area for a future parking structure. This work will also include the demolition of the existing track bleachers and field lighting on the current Wheelock Field to make room for the proposed Physical Education Complex upgrade. The project will require the excavation of dirt from the tennis court area, which will then be placed over the area of the practice fields and Wheelock field. The fill will be placed to raise the practice fields and Wheelock field approximately three feet. As the fill is placed, these areas will rough graded to prepare the site for phase two of development.

The second phase of the project is the upgrade of the existing Wheelock field. Once completed, this component will upgrade the stadium to National Collegiate Athletic Association (NCAA) regulation standard. The upgrade will include the replacement of the existing football field turf with a synthetic turf field, the replacement of the existing track with an eight-lane synthetic surfaced running track including a water jump and field facilities to accommodate long and triple jumps, pole vault, discus, shot put and javelin throw. New lighting will be installed for the track and football field, as well as two Department of the State Architect pre-approved modular toilet buildings. The home Grandstand will remain in it's current condition. In future phases of the complex development, this grandstand will be demolished and the home and visitor grandstands will be reconstructed to meet all code requirements. The practice fields will be irrigated and resurfaced with natural grass. New fencing will be installed as required around the track and practice fields. An access road will be realigned from Wheelock gym connecting the adjacent parking lots. The adjacent parking lots around the stadium will be renovated to comply with State Standards.

In a future project development, the parking structure will be constructed on the pad area described in the first phase. The grade of the pad of the future parking structure, the practice fields, and the sports complex are located approximately forty feet below.

Magnolia Avenue and Terracina Drive, and approximately forty five feet below Fifteenth Street. The area sits in a bowl-like shape below the existing streets. The development of the Physical

Education Complex and pad for the future parking structure and associated improvements proposed for the Riverside City College campus Findings

1. Existing Land Use: Wheelock Field, practice field, and associated improvements

2. Surrounding Land Uses: Community College Campus, residential uses

3. Existing Zoning: "O", Official and Public Uses. The proposed use is compatible with the existing zoning designation "PFI" Public Facilities and Institutions. The proposed use is compatible with the existing General Plan designation.

4. Land data: Approximately 12.3 acres

5. Environmental Concerns: Through environmental analysis, the Project is determined not to have a significant effect on the environment and therefore, a Negative Declaration has been prepared. An Initial Study has been prepared documenting reasons to support this finding and is attached to this staff report as Exhibit "B".

Conclusions

- The proposed project is in conformance with the Public Facilities and Institutions (PFI) Designation in the City of Riverside General Plan.
- 2. The proposed project is in conformance with the existing "0" (Official and Public Uses) zoning and City of Riverside Conditional Use Permit CUP 22-701 Revised.
- 3. The proposed project is in conformance with the Riverside Community College District Educational Master Plan (1997-2005 and Beyond).
- 4. The proposed project is designed to protect public health, safety and general welfare.
- 5. The proposed project is compatible with the present and future logical development of the area.
- 6. An Initial Study has been prepared for the proposed project to document reasons to support the finding.
- 7. After review of the Initial Study, it is found that the proposed project will NOT have a significant effect on the environment, and a Notice of Public Hearing and Notice of Intent to Adopt a Negative Declaration shall be posted.

Recommendations

ADOPTION of a Negative Declaration for the Environmental Assessment prepared for the Riverside Campus Physical Education Sports Complex and Associated Improvements, based on the findings incorporated in the initial study and the conclusion that the project will not have a significant effect on the environment.

ADOPTION of a De Minimis Impact Finding based on the findings and conclusions contained in the Environmental Assessment, including the fact that there is no evidence before the District that the project will have any potential for an adverse effect on wildlife resources; and

APPROVAL of the Physical Education Sports Complex and Associated Improvements, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report.

POST the Notice of Determination and file the De Minimis Impact Finding and Negative Declaration with the Riverside County Clerks office within five days.

POST the Notice of Determination in the Riverside Community College District Facilities and Planning Office.

Conditions of Approval

- 1. A Storm Water Pollution and Prevention Plan shall be prepared and included in the construction documents, in accordance with the N.P.D.E.S. general permit.
- 2. To reduce temporary noise impacts to the surrounding college and residential areas due to grading, the project will be required to follow all City of Riverside Noise Ordinance requirements.

Report No.: V-B-4 Date: September 16, 2004

Subject: Relocatable Swing Space for Quadrangle Modernization Project

Background: On August 6, 2004, Riverside Community College received a letter from the State Chancellor's Office declaring funds were approved in the amount of \$12,187,000 from the 2004 Higher Education Capital Outlay Bond Fund in Fiscal Year 2004-2005 for construction for the Quadrangle Building Modernization Project at Riverside Community College. Before the start of construction the District must fund and provide temporary swing space for those classrooms, labs, offices, etcetera, which will be displaced during the renovation. The attached layout will show temporary swing space located on Lovekin Field, the Westside of the Administration Building, and Business Education first floor. Construction cost for this temporary swing space is \$1,850,000. Funding is being requested from Measure "C" G.O. Bond monies.

Recommended Action: It is recommended that the Board of Trustees approve spending \$1,850,000, using Measure "C" G.O. Bond monies, to construct temporary swing space needed for those classrooms, labs, offices, etcetera, being displaced during renovation of the Quadrangle Modernization Project, and authorize the Vice President, Administration and Finance, to sign any agreement needed to execute the project.

Salvatore G. Rotella President

Prepared by: Aan Tan



Report No.: V-B-5 Date: September 16, 2004

Subject: California Environmental Quality Act (CEQA) Documents for the Relocatable

Swing Space Project

<u>Background</u>: KCT Consultants, Inc. conducted an environmental assessment study for the Riverside Campus Relocatable Swing Space Project under the California Environmental Quality Act (CEQA) requirements. The study has determined that the proposed project will not have a significant effect on the environment, concluding to file a "Notice of Exemption." A "Staff Report" is attached describing the project findings, conclusions and recommendation.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the California Environmental Quality Act (CEQA) Study and Staff Report for the Riverside Campus Relocatable Swing Space Project, and authorize the Associate Vice President, Facilities, to file a "Notice of Exemption" with the Riverside County Clerk.

Salvatore G. Rotella President

Prepared by: Aan Tan

Project Description Riverside Community College District Facilities Planning

STAFF REPORT

Downtown Riverside Campus RELOCATABLE SWING SPACE September 14, 2004

Project Description:

The proposed project is the construction of modular units on an area of 47,040 sq.ft in the RCCD Riverside Downtown campus, to accommodate the students being displaced due to the modernization of the Quad building located on the western portion of the campus along Magnolia Avenue. The project proposes forty-two 960 sq.ft buildings, along with three 1920 sq.ft buildings, and two toilet buildings of 480sq.ft each. All these facilities would be temporary in nature and would accommodate exactly the same number of students being displaced without any increase in the number. The relocation swing space project is located in the same campus and would be used to instruct students for the duration that the Quad building undergoes reconstruction. There are adequate and existing utilities and public services to serve the project. As the students will continue to utilize existing campus parking spaces, no impact to parking is anticipated. There is no increase in student numbers that would increase traffic.

Findings:

1. Existing Land Use: Vacant Land

2. Surrounding Land Uses: Community College Campus

3. Existing Zoning: Institutional RCCD (Riverside Community College District.) The proposed use is compatible with the existing zoning designation. The proposed use is compatible with the General Plan designation.

4. Land data: Approximately 2.0 acres.

5. Environmental Concerns: The Project is located within an existing community college. This project is within a class of projects which, pursuant to Section 21084 of the Public Resources Code, have been determined by the Secretary for Resources not to have a significant effect on the environment and which therefore are categorically exempt from the requirement for the preparation of environmental documents. This project is categorized as Class 32, In-Fill Development Projects, (State Guidelines Section 15332).

Conclusions:

- 1. The proposed project is in conformance with the City of Riverside General Plan.
- 2. The proposed project is in conformance with the existing zoning designation.
- 3. The proposed project is in conformance with the Riverside Community College District Educational Master Plan, October 2001.
- 4. The proposed project is designated to protect public health, safety and general welfare.
- 5. The proposed project is compatible with the present and future logical development of the area.
- 6. The proposed project is found to be Categorically Exempt from the requirement for the preparation of environmental documents, pursuant to the District's Local Guidelines for implementing CEQA. and therefore will not have a significant effect on the environment.

Recommendations:

Authorize and direct District staff to file a Notice of Exemption with the Riverside County Clerk.

Report No.: V-B-6 Date: September 16, 2004

Subject: Recommended Additions to Quadrangle Modernization Project

<u>Background</u>: On August 6, 2004, Riverside Community College received a letter from the State Chancellor's Office declaring funds were approved from the 2004 Higher Education Capital Outlay Bond Fund in Fiscal Year 2004-2005 in the amount of \$12,187,000 for construction of the Quadrangle Building Modernization Project at Riverside Community College. Unfortunately, the following recommended items do not meet "Modernization" funding criteria, and therefore are not funded by the State:

1.	Adequate Audiovisual/Information Technology	\$675,000
2.	Clock Tower (Optional) (Deductive alternate)	\$750,000
3.	Replacing Roof	\$900,000
4.	Upgrade transformers/fan coils	\$310,000
5.	Decorative metal gates.	\$55,000
6.	Wood flooring in the Art Gallery	\$30,000
7.	Replacement of ceiling grid and lights.	\$480,000
	TOTAL	\$3,200,000

In order to save time and money, and avoid further classroom disruption, it is recommended installation of the items listed be done during the construction phase of the Quadrangle Modernization Project, at a cost of \$3,500,000. The \$300,000 difference is included for Architectural cost. The Riverside College Strategic Planning Committee reviewed this request on August 19, 2004.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the following recommended additional construction items to be included with the Quadrangle Building Modernization Project, at a cost of \$3,500,000, using Measure "C" G.O. Bond monies:

1.	Adequate Audiovisual/Information Technology	\$675,000
2.	Clock Tower (Optional) (Deductive alternate)	\$750,000
3.	Replacing Roof	\$900,000
4.	Upgrade transformers/fan coils	\$310,000
5.	Decorative metal gates	\$55,000
6.	Wood flooring in the Art Gallery	\$30,000
7.	Replacement of ceiling grid and lights.	\$480,000
	TOTAL	\$3,200,000

Salvatore G. Rotella President

Prepared by: Aan Tan

Report No.: V-B-7 Date: September 16, 2004

Subject: Martin Luther King High-Tech Center Roof Replacement

<u>Background</u>: In the Martin Luther King High-Tech Center renovation project the State did not fund the roof replacement. It is our recommendation to replace the roof now while the MLK building is undergoing construction, to avoid any damage to the newly renovated building or further program disruption during installation. The roof replacement would cost \$300,000. A favorable recommendation from the Riverside College Strategic Planning Committee was received on August 19, 2004 for the roof replacement, utilizing Measure "C" G.O. Bond monies.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the roof replacement of the Martin Luther King High Tech Center Building at a cost of \$300,000 using Measure "C" G.O. Bond monies.

Salvatore G. Rotella President

Prepared by: Aan Tan

Report No.: V-B-8 Date: September 16, 2004

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

<u>Background</u>: On November 18, 2003, the Board of Trustees awarded a contract to Perera Construction and Design, Incorporated, for the renovation of the Martin Luther King High Tech Center. The contract amount for \$4,215,000 is being funded through State funding. Change Order No. 1 increases the project cost by \$65,586 for additions and reductions listed on the attached Exhibit A, bringing the total contract cost to \$4,280,586.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve Change Order No. 1 for the Martin Luther King High Tech Center, for an increase of \$65,586, bringing the total contract cost to \$4,280,586, and authorize the Vice President, Administration and Finance, to sign the Change Order.

Salvatore G. Rotella President

Prepared by: Aan Tan

CHANGE ORDER

tBP/Architecture 2300 Newport Boulevard Newport Beach, CA 92663

PROJECT:	MLK	_ c	HANGE	ORDER # _1
	Riverside Community College District	D	ATE:	August 17, 2004
CONTRACTOR:	Perera Construction & Design Inc.	D	.S.A. #	A4-104980 F33-C1
	2890 Inland Empire Blvd., suite 102	tE	3P#	20193.00
	Ontario, CA 91764			
ORIGINAL CONTI			\$	4,215,000
This Change Of Total Change C	rder: \$ 65,586		\$	65,586
REVISED CONTR	ACT AMOUNT:		\$	4,280,586
ORIGINAL CONTI Previous Chang This Change Or Total Change O	der: 0 Calendar Days			<u>May 15, 2005</u>
REVISED CONTR	ACT COMPLETION DATE:			May 15, 2005
the contract and this This change represent work and time agree		A". ost, directionsts incurring the control of the	t and indi	rect, associated with the tended overhead, disruption ged work.
	nity College District	DATE _		
		-	-	

EXHIBIT "A" - Change Order #1

MLK - Riverside CCD

tBP# 20193.00, DSA# A4-104980 F33-C1

August 17, 2004

Page 2

DESCRIPTION: #1

C.O.R. #15.1 (Bulletins 1 & 2)

Revise the power and data outlets to accommodate additional work stations.

REASON:

User group request.

REQUESTED BY:

District

COST:

\$ 15,844

TIME EXTENSION:

0 days

#2 DESCRIPTION: COR 14 (Bulletin 5)

Provide fire retardant IT backer boards. Delete painting of backer boards.

REASON:

District request

REQUESTED BY:

ITS / District

COST:

\$ 483

TIME EXTENSION:

0 days

DESCRIPTION:

COR 16.1 (Bulletin 6)

Additional revisions to the power and data outlet layout.

REASON:

User group request.

REQUESTED BY:

District

COST:

#3

\$ 14,913

TIME EXTENSION:

0 days

DESCRIPTION: #4

COR 18 (bulletin 7)

Provide one-hour lid at top of stair #2. Provide one-hour wall between stair #2

and corridor.

REASON:

Unforeseen condition. Existing construction at top of stairs was not one

REQUESTED BY:

Architect / District

COST:

\$ 2,876

TIME EXTENSION:

0 days

DESCRIPTION: #5

COR 1.1

Additional asbestos abatement in the elevator shaft.

REASON:

Unforeseen condition.

REQUESTED BY:

District / EnecoTech

COST:

\$8,247

TIME EXTENSION:

0 days

DESCRIPTION: #6

COR 3

Additional asbestos abatement under roof top and equipment.

REASON:

Unforeseen condition

REQUESTED BY:

District / EnecoTech

COST:

\$ 17,136

TIME EXTENSION:

0 days

DESCRIPTION: #7

COR 4

Replace corroded water shut-off valve

REASON:

Unforeseen condition

REQUESTED BY:

District

COST: TIME EXTENSION: \$1,168 0 days

EXHIBIT "A" - Change Order #1

MLK - Riverside CCD

tBP# 20193.00, DSA# A4-104980 F33-C1

August 17, 2004

Page 3

#8 DESCRIPTION: COR 6

Omit roofing repairs and patching from project scope.

REASON: Additional repairs will be done under separate contract to insure warranty.

REQUESTED BY: District COST: <\$ 8,880 > TIME EXTENSION: 0 days

#9 DESCRIPTION: COR 9

Miscellaneous existing conditions in conflict with new construction: 1) reroute roof drain, 2) reroute gas line, 3) remove abandoned sprinkler heads, 4) reroute

drain at new ramp, 4) reroute vent.

REASON: Unforeseen conditions

REQUESTED BY: District COST: \$ 2,679 TIME EXTENSION: 0 days

#10 DESCRIPTION: COR 12

Replace existing broken gas valve

REASON: Unforeseen condition

REQUESTED BY: District COST: \$ 1,632 TIME EXTENSION: 0 days

#11 DESCRIPTION: COR 13

Add concrete curb along existing wall to hide keyed joint that was formerly

below grade.

REASON: Unforeseen condition

REQUESTED BY: District COST: \$ 665 TIME EXTENSION: 0 days

#12 DESCRIPTION: COR 17.1

Relocate terminal cabinet located on 1st floor.

REASON: Cabinet was located on wall indicated to be demolished

REQUESTED BY: Architect / District

COST: \$ 8,048 TIME EXTENSION: 0 days

#13 DESCRIPTION: COR 20

Furr wall in room 223 to conceal existing roof drains. Provide additional wall

framing at roof duct opening.

REASON: Unforeseen condition REQUESTED BY: Architect / District

COST: \$ 1,194 TIME EXTENSION: 0 days EXHIBIT "A" – Change Order #1

MLK – Riverside CCD

tBP# 20193.00, DSA# A4-104980 F33-C1

August 17, 2004 Page 4

#14 DESCRIPTION:

COR 21

Relocate the roof opening for the exhaust duct in the mechanical room.

REASON: Unforeseen condition – space constraints imposed by new and existing

equipment required relocation of duct.

REQUESTED BY:

Architect / District

COST:

\$ 970

TIME EXTENSION:

0 days

#15 DESCRIPTION:

COR 23 (DSA - see attached approved PCO)

Reduce scope of structural rework at elevator shaft

REASON:

Existing opening was larger than "as-built" drawings indicated

REQUESTED BY:

Contractor / SE

COST:

<\$ 1,389 >

TIME EXTENSION:

0 days

RIVERSIDE COMMUNITY COLLEGE DISTRICT PLANNING AND DEVELOPMENT

Report No.: V-B-9 Date: September 16, 2004

Subject: Amendment to Electrical Service Agreement - City of Riverside Public Utilities

<u>Background</u>: In September, 2004 Riverside Community College City Campus is scheduled for the first increase in the electrical service agreement between the College and the City of Riverside Public Utilities. Increases of 5% on a yearly basis will occur until we reach 13 cents per kilowatts per hour, or Riverside's tariff rate, whichever comes first. We are currently paying .0907 which will increase to .0952 with the 5% adjustment. Attached for your approval is the first amendment to the electrical service contract as well as the extension.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the amendment and extension to the Electrical Service Agreement with the City of Riverside Public Utilities, for a 5% increase to .0952 cents per kilowatt hour effective September, 2004, and authorize the Vice President, Administration and Finance, to sign the Agreement.

Salvatore G. Rotella President

Prepared by: Aan Tan

Associate Vice President, Facilities

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FIRST AMENDMENT TO ELECTRIC SERVICE AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT And CITY OF RIVERSIDE, CALIFORNIA

This First Amendment to Electric Service Agreement is made and entered into by and between Riverside Community College District, ("Customer") and City of Riverside ("Riverside") on this 18th day of February , 2003. This Amendment shall be effective on September 25, 2003 ("Amendment Effective Date").

RECITALS

- A. Customer and Riverside acting by and through its Department of Public Utilities entered into an Electric Service Agreement, dated July 25, 2000 ("Original Agreement"), pursuant to Riverside Public Utilities Electric Rate Schedule CS ("Schedule CS").
- B. In order to retain Customer as a Riverside customer when electric industry restructuring commenced, Riverside agreed to provide Customer with electric service under this multi-year Agreement at cost-based electric rates under Schedule CS, in lieu of the Time-of-Use Rate Schedule ("Schedule TOU") that would otherwise apply to Customer.
- C. Subsequently, electric industry restructuring failed, causing costs of electric service to increase.
- D. Upon the expiration or termination of the Original Agreement, Customer's electric rate will increase under the existing Schedule TOU rate.
- E. Riverside is willing to provide Customer, and Customer is willing to purchase electric service at an electric rate greater than the Schedule CS rate, but less than the Schedule TOU rate, under this Amendment to the Agreement, subject to additional terms and conditions, RECEIVED

AGREEMENT

NOW WHEREFORE, in consideration of the foregoing recitals that are incorporated herein and the mutual terms and conditions below, Riverside and Customer agree the Original Agreement hereby is amended as follows:

- 1. Definitions. Terms used herein with initial capitalization, whether in singular or plural, shall have the meanings set forth in the Original Agreement, except as modified in this Amendment.
 - 1.1 "Agreement" means the Original Agreement as modified by this Amendment.
- 1.2 "Amendment" means this First Amendment to the Electric Service Agreement between Customer and Riverside.
- 1.3 "Amendment Effective Date" means the date set forth in the first paragraph of this Amendment.
 - 1.4 "Expiration Date" means the first anniversary of the Amendment Effective Date.
- 1.5 "New Schedule TOU" means any new time-of-use electric rate schedule established, adopted and approved by the Riverside Board of Public Utilities and City Council after the

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Amendment Effective Date, but shall not mean any modification or revision to Schedule TOU.

- 1.6 "Original Agreement" means the original Electric Service Agreement between Customer and Riverside described in Recital A above.
- 1.7 "Original Energy Rate" means the Energy Rate set forth in the Original Agreement prior to the Amendment Effective Date.
- 1.8 "Schedule TOU" means the time-of-use electric rate schedule in effect as of the Amendment Effective Date and as modified or revised from time to time by the Riverside Board of Public Utilities and City Council.
- 2. Effective Date. This Amendment shall be effective on the Amendment Effective Date.
- 3. Termination. The Agreement shall terminate on the earliest to occur of the following:
 - 3.1 Midnight on the Expiration Date;
- 3.2 Midnight on the date the Energy Rate under the Agreement equals or exceeds the rate otherwise applicable to Customer under the Electric Rules;
 - 3.3 Midnight on the date set forth in the written notice sent pursuant to Section 5.2 below;
- 3.4 Midnight on the date Riverside determines in its sole discretion that Schedule CS is no longer applicable to Customer; or
- 3.5 Midnight on the thirtieth day after Riverside provides notice to Customer that Riverside has determined in its sole discretion that Customer's historical Energy usage has materially changed in time, amount or character of use.
- 4. Energy Rate. The Energy Rate under the Agreement shall be:
- 4.1 An amount equal to 105% of the Original Energy Rate, for the period from the Amendment Effective Date to midnight on the First Anniversary of the Amendment Effective Date.
- 4.2 If the Agreement term is extended pursuant to Section 6 below, the Energy Rate for any such periods of extension shall be:
- 4.2.1 An amount equal to 110% of the Original Energy Rate, for the period from midnight on the First Anniversary of the Amendment Effective Date to midnight on the Second Anniversary of the Amendment Effective Date;
- 4.2.2 An amount equal to 115% of the Original Energy Rate, for the period from midnight on the Second Anniversary of the Amendment Effective Date to midnight on the Third Anniversary of the Amendment Effective Date;
- 4.2.3 An amount equal to 120% of the Original Energy Rate, for the period from midnight on the Third Anniversary of the Amendment Effective Date to midnight on the Fourth Anniversary of the Amendment Effective Date; and
- 4.2.4 An amount equal to 125% of the Original Energy Rate, for the period from midnight on the Fourth Anniversary of the Amendment Effective Date to midnight on the Fifth Anniversary of the Amendment Effective Date.

5. New TOU Rate.

- 5.1 From time to time, the Board of Public Utilities and the City Council of the City of Riverside may establish, adopt and approve a new electric rate schedule or schedules in Riverside Electric Rules that would be applicable to Customer and such other Riverside customers that previously received Electric Service from Riverside pursuant to Schedule CS and that do not receive Electric Service via 69 kilovolt distribution lines ("New TOU Rate").
- 5.2 If such a New TOU Rate is established, adopted and approved, then the Director of Riverside Public Utilities may elect to terminate the Agreement on thirty days or more written notice and thereafter Riverside shall provide Electric Service to Customer at the New TOU Rate pursuant to the Electric Rules.
- 6. Extensions. If a New TOU Rate is not effective sixty days prior to the first anniversary of the Amendment Effective Date, then the term of the Agreement may be extended by up to four additional one year terms provided that all of the following conditions have been satisfied:
- 6.1 The Director of Public Utilities determines it is in the best interest of the Electric Utility and its Customers, the Director of Public Utilities to extend the Agreement at the Electric Rates set forth in Subsection 4.2 for the applicable periods;
- 6.2 An Extension Agreement or Extension Agreements in substantially the form of Exhibit "A" is duly executed by the Customer and the Director of Riverside Public Utilities, attested to by the City Clerk and approved as to form by the City Attorney.
- 7. <u>Representations</u>. As of the Effective Date Customer reaffirms the truth of all representations and covenants made by Customer in the Agreement.
- 8. Agreement. All provisions of the Agreement not inconsistent with this Amendment shall remain in full force and effect are incorporated herein to this Amendment.
- 9. <u>Complete Agreement</u>. This Amendment constitutes the final, complete, and exclusive statement of the terms of the agreement between the Customer and Riverside pertaining to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither Party has been induced to enter into this Amendment by, and neither Party is relying on, any representation or warranty outside those expressly set forth in this Agreement.
- 10. Governing Law. This Amendment shall be interpreted, governed by, and construed under the laws of the State of California or the laws of the United States as applicable.

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City Attorney's Office 3900 Main Street Riverside, CA 92522 (909) 826-5567

1	IN WITNESS WHEREOF, the Parties have executed this Amendment on the date and year first written above.		
2	CUSTOMER	RIVERSIDE	
3	RIVERSIDE COMMUNITY COLLEGE DISTRICT	City of Riverside	
5	_Ву:	By TIPG	
-6	Name: // Revise	-City Manager Thomas P. Evans Public Utilities Director	
7	1/12 2 2 C -		
8	Title: VI, Mania Ennine		
9	Date:		
10		A TOWN CITY.	
11		ATTEST:	
13		By: City Clerk	
14			
15		APPROVED AS TO FORM:	
16		is nill.	
17		Sup. Deputy City Attorney	
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EXHIBIT "A"

FIRST EXTENSION TO ELECTRIC [SERVICE* or PARTNERSHIP] AGREEMENT BETWEEN [*customer name] CITY OF RIVERSIDE, CALIFORNIA

This First Extension to Electric [Service * or Partnership] Agreement ("Extension") is made and entered into by and between _____* ___ ("Customer") and City of Riverside ("Riverside") on this __* __ day of __* ___, 20_*.

RECITALS

- A. Whereas a First Amendment to the Electric [Service * or Partnership] Agreement ("First Amendment") between Customer and Riverside was entered into and effective on ("First Amendment Effective Date");
- B. Whereas the First Amendment provided if a New TOU Rate is not effective sixty days prior to the first anniversary of the Amendment Effective Date and if the Director of Public Utilities determines it is in the best interests of the electric utility, the Agreement may be extended, for up to four additional one year terms at Electric Rates increasing by five percent per year.
- C. Whereas the Board of Public Utilities did not adopt and approve and the City Council did not establish a New TOU Rate effective sixty days prior to the first anniversary of the Amendment Effective Date;
- D. Whereas Customer desires to extend the term of the Agreement and the Public Utilities Director has determined it is in the best interests of the electric utility to extend the Agreement term by additional one year terms.

NOW WHEREFORE, in consideration of the foregoing recitals that are incorporated herein and the mutual terms and conditions below, Riverside and Customer agree as follows:

- 1. Extension. The Agreement is hereby extended to and shall expire on the new Expiration Date of . This Extension is effective on midnight on the first anniversary of the First Amendment Effective Date ("Extension Effective Date").
- 2. Representations. As of the Effective Date Customer reaffirms the truth of all representations and covenants made by Customer in the Agreement.
- 3. Agreement, All provisions of the Agreement not inconsistent with this Extension shall remain in full force and effect are incorporated herein to this Extension.
- 4. Complete Agreement. This Extension constitutes the final, complete, and exclusive statement of the terms of the agreement between the Customer and Riverside pertaining to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither Party has been induced to enter into this Extension by, and neither Party is relying on, any representation or warranty outside those expressly set forth in this Extension.
- 5. Governing Law. This Extension shall be interpreted, governed by, and construed under the laws of the State of California or the laws of the United States as applicable.

A-1

1 2	IN WITNESS WHEREOF, the Parties have executed this Extension on the date and year first written above.		
3	CUSTOMER [*]	RIVERSIDE City of Riverside	
5	By: Name:	By:	
6	Title:		
7	10.21	ATTEST:	
8		By: City Clerk	
9		APPROVED AS TO FORM:	
10		ATTROVED AND TO TORKI.	
11		Sup. Deputy City Attorney	
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RIVERSIDE COMMUNITY COLLEGE DISTRICT PLANNING AND DEVELOPMENT

Report No.: V-B-10 Date: September 16, 2004

Subject: Agreement - Allan Petersen, Consultant

<u>Background</u>: On October 15, 2002 the Board of Trustees approved an agreement with Mr. Allan Petersen, Consultant, to prepare the required documents necessary for Riverside Community College District, Norco and Moreno Valley campuses, to be considered for official college status. We are requesting approval of an agreement with Mr. Petersen to work with the California Postsecondary Education Commission (CPEC) and Chancellor's Office on the possible conversion of the Riverside School for the Arts property to a Riverside Community College District Center. Findings of the possibilities and time-line will be brought back for the Board's final decision and direction at a later date.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the Agreement with Allan Petersen, to provide consulting services and assist with the Riverside School for the Arts conversion to a Riverside Community College District Center, in the amount not to exceed \$32,000 through June 30, 2005, and authorize the Vice President, Administration and Finance, to sign the Agreement.

Salvatore G. Rotella President

Prepared by: Aan Tan

Associate Vice President, Facilities

ALLAN PETERSEN & ASSOCIATES EDUCATIONAL & FACILITIES PLANNING 5340 Bunker Court – Fair Oaks, CA 95628

phone 916/966/4243 fax 916/962/3187 e-mail apete5340@aol.com

July 16, 2004

Aan Tan Associate Vice President, Facilities Riverside Community College 4800 Magnolia Avenue Riverside, CA 92506-1299

Dear Aan:

This serves, per your request, as a letter of engagement regarding (1) my preparation of applications seeking official center status for a new instructional operation to be located near Riverside College and (2), my coordination in obtaining necessary approvals of the applications from the State Department of Finance Demographic Research Unit (DOFDRU), the Board of Governors of the California Community Colleges (BOG), and the California Postsecondary Education Commission (CPEC). My understanding is that the facility will be located adjacent to the Riverside CCD's facilities offices, and will be known as the School for Performing and Media Arts.

The application, and its two parts, are referred to generally as (1) a letter of intent to proceed (LOI), and (2) a more precise assessment of educational and facilities needs (Needs Study) that follow if state authorities determine that the preliminary LOI merits a more detailed review.

The documents I prepare will address the various components of a publication published by CPEC titled Guidelines for the Review of Proposed University Campuses, Community Colleges, and Educational and Joint-Use Centers. Of particular importance to my work will be pages 1 through 8, and pages 25 through 32 of that document. I have enclosed a copy for your reference. For your additional reference I have enclosed my own more explicit interpretation of what is generally required.

Additional clarifications of my responsibilities regarding this engagement are as follows:

• The population projections and enrollment histories and forecasts require special assistance from a variety of sources including the DOFDRU, Riverside CCD, and the Chancellor's Office and other local and county governments. To the extent that Riverside CCD has an ongoing master planning process and usable enrollment forecasts (particularly as they relate to the proposed School for Performing and Media Arts) the time necessary to complete the applications can be shortened accordingly...

- It will be necessary to obtain from Riverside CCD educational planning materials (primarily projections of courses and programs), and ties to labor market information in the region for the performance and media arts nature of the courses to be offered. To the extent that Riverside CCD already has such information (or is willing to assist in obtaining it) will reduce the time necessary to complete this component of my engagement.
- At various times during the process (usually once or twice) it may be necessary
 for you or your designee to meet with Chancellor's or Commission staff to help
 move the proposal along. In addition, the District Superintendent/President (or
 his designee) should plan to attend one (and possibly two) Board of Governors
 meetings and one CPEC meeting as the proposal is addressed by both bodies as
 information and action agenda items.
- At my discretion, I will retain additional professional expertise along with necessary clerical, demographic or computer assistance. Their time and charges (if applicable and within budget) will be included in my monthly billings to you.
- I have included no time limit for completion in view of circumstances that seem to always arise that are out of our control. However, I would expect that at least 18 months will elapse between submittal of the preliminary notice and eventual approval of the Needs Study by CPEC. Ultimate completion of the project is will not be easy given prevailing attitudes and assumptions about the need to obtain center status for a facility so near the Riverside College campus -- but such views should not prevent us from forcefully presenting our case. In any event, should you decide to withdraw the proposal and terminate my services at any time during the process you may do so.

My fee to include preparation of the proposal and seeing it through the approval process would be an amount <u>not to exceed \$31,000</u> arrived at on the basis of not more than 36 eight-hour work days at \$90.00 per hour spread over an approximate 18 month period, (\$25,920) and reimbursable expenses (clerical, printing, travel etc.) estimated at \$5,080)

My signature to this letter of engagement constitutes my agreement with the terms and conditions that I have outlined above. However, I also view this letter as being subject to your suggestions for improvement, and inclusion of Riverside CCD's own customary contract language and documents. While I am faxing this letter to you today, I am also sending you a signed copy via regular mail with the enclosures.

aller Vitureus

Allan Petersen

cc: Rick Hernandez

Enclosures (3): CPEC Guidelines, Approval steps, and Listing of previous engagements

RIVERSIDE COMMUNITY COLLEGE DISTRICT PERSONNEL AND LABOR RELATIONS

Report No.: V-C-1 Date: September 16, 2004

Subject: Revision of the Assignment of Classes to Salary Ranges for Classified

Employees (Board Regulation 4041/3041)

<u>Background</u>: The Board regulation for the Assignment of Classes to Salary Ranges for Classified Employees has to be updated. The job classifications that have been inactive for more than a year need to be deleted, and new job classification titles have to be added to the list.

The District administration, through the Associate Vice President of Human Resources and the President of the California School Employees Association (CSEA), have signed a Memorandum of Understanding (MOU) Between Riverside Community College District and California School Employees Association, Chapter #535 approving the revised Assignment of Classes to Salary Ranges for Classified Employees (Board Regulation 4041/3041). A copy of the MOU and the Assignment of Classes to Salary Ranges for Classified Employees is attached.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the revision of the Assignment of Classes to Salary Ranges for Classified Employees (Board Regulation 4041/3041).

Salvatore G. Rotella President

Prepared by: Rosella Marilao

Assoc. VP. Human Resources

RIVERSIDE COMMUNITY COLLEGE

Moreno Valley Campus . Norco Campus Riverside City Campus

Memorandum of Understanding Between Riverside Community College District and California School Employees Association, Chapter #535

This Memorandum of Understanding is made and entered into this 16th day of August, 2004 by and between the Riverside Community College District (hereinafter called the "District" and the Riverside Community College Classified Employees Association, Chapter #535 (hereinafter called the "Association").

WHEREAS, the District and the Association have an interest in updating the "ASSIGNMENT OF CLASSES TO SALARY RANGES FOR CLASSIFIED EMPLOYEES" section of Regulation 4041/3041 and;

WHEREAS, the District and the Association have reviewed the list of job classifications listed in the ASSIGNMENT OF CLASSES TO SALARY RANGES FOR CLASSIFIED EMPLOYEES and have agreed to delete the classifications that are obsolete due to reorganization and/or reclassification and;

WHEREAS, the District and the Association have agreed to add new job classifications listed in the ASSIGNMENT OF CLASSES TO SALARY RANGES FOR CLASSIFIED EMPLOYEES;

NOW, THEREFORE, BE IT RESOLVED that the parties hereto agree to recommend to the Board of Trustees for the Riverside Community College District that the attached, updated ASSIGNMENT OF CLASSES TO SALARY RANGES FOR CLASSIFIED EMPLOYEES, be adopted for the District.

Riverside Community College District

California School Employees Association, Chapter #535

Rosella Marilao

Associate Vice President

Human Resources

le Davile

President



Regulation 4041/3041

Regulation 4041/3041

RIVERSIDE COMMUNITY COLLEGE DISTRICT ASSIGNMENT OF CLASSES TO SALARY RANGES FOR CLASSIFIED EMPLOYEES Effective July 1, 2004

Range 6	<u>.</u> 4
Range 8	15
Range 9	00
Range 12	L1
Range 13	59
Food Service Worker IV Mailroom Clerk Switchboard Operator Word Processing Clerk I	
Range 14	21
Assist. to the Coordinator, International Education Prograte Bookstore Lead Cashier/Promotions Clerk Bookstore Supply Clerk College Receptionist College Safety & Police Dispatch Clerk Copy Center Operator Counseling Clerk I Floor Crew Groundsperson Information Support Operator Library Clerk II Nursing Admissions Coordinator Parking Administrative Clerk Personnel Clerk Registration Clerk/Community Services Secretary I Truck Driver Tutorial Services Clerk	ım

Revised

Assignment of Classes (Continued) Regulation 4041/3041 Effective July 1, 2004 Veterans Clerk Typist Warehouse Assistant Word Processing Clerk II WorkAbility III Clerk Admissions Clerk II Assistant Cashier/Clerk (ADD TITLE) Capital Asset Inventory Clerk Community Education Clerk Cosmetology Clerk Cosmetology Receptionist/Cashier Counseling Clerk II Document Services Technician Food Service Inventory Clerk Gymnasium Attendant Instructional Media Assistant Instructional Media Clerk **Inventory Clerk** Junior Account Clerk Learning Resources Assistant Library Technical Assistant I Mail Distribution Coordinator Proofreader Secretary II Senior Custodian Support Center Technician Swimming Pool Caretaker Tool Room Attendant Word Processing Operator Word Processing Operator/Evening Coordinator Accommodations Specialist Account Clerk Accounts Payable Clerk Admissions Clerk III Asst to the Dir/Producer, Performance Riverside Athletic Field Caretaker Auditorium Specialist Cashier Clerk College Relations & Special Projects Technician Community Services Assistant Computer Laboratory Assistant Counseling Clerk III Document Services Coordinator Editor/Writer Financial Clerk Grant Project Assistant International Trade Assistant Learning Disabilities Paraprofessional Library Technical Assistant II

Assignment of Classes (Continued) Regulation 4041/3041 Effective July 1, 2004 Mailroom Coordinator Outreach and Recruitment Services Specialist Production Typesetter Properties & Outreach Specialist Purchasing Clerk Reading Paraprofessional Secretary III Senior Tool Room Attendant Sprinkler Repairperson Student Financial Services Support Specialist Range 16(Cont'd) \$2,728 - \$3,663 Student Services Technician Telephone Systems Account Clerk Theater Box Office Specialist Theater Operations Assistant Theater Scenic Specialist Veterans Services Technician Business Development Assistant Coordinator, College Relations & Special Projects Coordinator, Marketing Coordinator, RCC Foundation Economic Development Assistant Instructional Department Specialist Instructional Support Specialist **Interpreter** Laboratory Technician Library Assistant Officer, Safety & Police Revenue/Accounts Receivable Clerk Secretary/Disabled Student Services Secretary IV Senior Groundsperson Senior Interpreter (Remove Senior, Keep same Job Desc) Special Events Coordinator Student Accounts Specialist Student Employment Personnel Specialist Student Services Specialist Support Services Specialist Theater Operations Director Accounting Services Clerk Accounts Payable Specialist Audio Visual Technician Auxiliary Business Services Bookkeeper Budget Control Clerk College Relations & Special Proj/Sports Info.Publicist Community Relations Coordinator Designer/Technical Director Disabled Student Services Specialist

Assignment of Classes (Continued)

Regulation 4041/3041

Effective July 1, 2004 Educational Advisor EOPS Specialist Grounds Equipment Repairperson/Operator Instructional Media Technician International Students & Programs Specialist Interpreter Specialist Job Development Specialist Maintenance Helper Outreach Specialist Production Graphic Designer Production Printer Production Printing Coordinator Purchasing Specialist Senior Officer, Safety & Police Student Financial Services Outreach Specialist Range 18 (Cont'd) \$3,009 - \$4,041 Student Financial Services Specialist Student Resource Specialist Student Services Technology Support Specialist Vending Service Technician WorkAbility III Job Developer Academic Evaluations Specialist Administrative Assistant Assistant Equipment Manager/Trainer Athletic Equipment Manager Communication Services Specialist Foundation Specialist Instructional Media/Broadcast Technician International Affairs & Protocol Assistant Library/IMC Operations Coordinator On-Line Educational Development Specialist Public Affairs & Marketing Specialist Planning & Development Technical Assistant Television Studio Technician Adaptive Technology Specialist Cablecast/Satellite Production Specialist Facilities & Planning Specialist Help Desk Support Technician Maintenance Mechanic

> Operations Technician Production Printing Specialist Senior Graphics Designer Senior Instructional Department Specialist Student Financial Services Analyst

Matriculation Program Assistant Multi-Media Operations Specialist

Television Production Studio Specialist

Revised 08/04

Assignment of Effective Ju	· · · · · · · · · · · · · · · · · · ·	Regulation 4041/3041
	Certified Athletic Trainer Job Placement Technician Media Services Repair Technician Outreach/Passport to College Coordinate Student Services Admissions & Records Talent Search Coordinator Tutorial Services Specialist	
Pango	Upward Bound Coordinator 22	ė2 560 – ė4 011
	Applications Support Technician Budget Analyst	
(ADD TITLE)	District Placement Services Coordinator Financial Services Systems Analyst Grant Project Webmaster Microcomputer Support Specialist Microcomputer Support Technician Production Coordinator Programmer/Developer	r
Range	22 (Cont'd)	
Range	23	
Range	24	\$4,031 - \$5,419
Range	Accounting Technician	\$4,243 - \$5,686
Range	27	\$4,670 - \$6,266
Range	28	\$4,909 - \$6,581 a

Assignment of Classes (Continued) Effective July 1, 2004

Regulation 4041/3041

Computer Laboratory Coordinator
Grant and Contract Specialist
Grantswriter
User Support Coordinator

User Support Coordinator Writing Center Coordinator

Systems Administrator

Project Leader

Total current positions: 218

Total revised positions: 157 (2 added, 63 removed)

RIVERSIDE COMMUNITY COLLEGE DISTRICT PRESIDENT'S OFFICE

Report No.: V-C-2 Date: September 16, 2004

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

<u>Background</u>: In the past the Board of Trustees had approved the college closure during the winter break. The proposed days for college closure have been discussed with the representatives of the California School Employees Association (CSEA) and confidential employees. For December 2004 the following days are recommended for closure:

December 24 (legal holiday)

December 27

December 28

December 29

December 30 (designated as Admission Day - a contractual holiday)

December 31 (legal holiday).

The District will provide two days, December 27 and 28; and the staff will use one day of vacation, December 29. Individual offices can modify these days as needed. Any employee required to work on December 27 or 28 shall gain credit for alternative time off at the rate of time and one-half. This time is to be used by June 30, 2005.

Holiday closure should be considered on an annual basis. This closure would be a one-time occurrence. Since there are no classes in session during this time, the District would benefit from utilities savings.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the college closure from December 24, 2004 – December 31, 2004.

Salvatore G. Rotella President

Prepared by: Rosella Marilao

Assoc. VP, Human Resources

RIVERSIDE COMMUNITY COLLEGE DISTRICT PERSONNEL AND LABOR RELATIONS

Report No.: V-C-3 Date: September 16, 2004

<u>Subject</u>: Updated Policy 6200 – Non-Discrimination in Programs and Activities

<u>Background</u>: Policy 6200 was last amended March 6, 1984. The purpose of the present revisions is to update the wording and content to reflect District responsibilities in the broader range of unlawful discrimination in compliance with California Government Code sections 11135 through 11139.5, Title VI, Title VII, Title IX, the American with Disabilities Act, and the Age Discrimination Act.

<u>Recommended Action</u>: It is recommended that the Board of Trustees accept for first reading the Policy for Unlawful Discrimination.

Salvatore G. Rotella President

Prepared by: Monica Delgadillo-Flores

Director, Diversity, Equity and Compliance/

Assistant to the President

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NON-DISCRIMINATION IN PROGRAMS AND ACTIVITIES

UNLAWFUL DISCRIMINATION

It is The policy of Riverside Community College District insures that its programs and activities are available to all persons without regard to ethnic group identification, religion, age, sex, color, physical or mental disability. to provide an educational and employment environment in which no person shall unlawfully be denied full and equal access to, the benefits of, or be subjected unlawfully to discrimination. This includes discrimination based on ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, sexual harassment, or physical/mental disability in any program or activity that is administered by, funded directly by, or that receives any financial assistance from the State Chancellor or Board of Governors of the California Community Colleges.

Employees, students, or other persons acting on behalf of the District who engage in unlawful discrimination as defined in this policy or by state or federal law may be subject to discipline, up to and including discharge, expulsion, or termination of employment.

Rules and regulations will be developed and maintained to insure compliance with the provisions of law. The District's Affirmative Action Officer Director of Diversity, Equity & Compliance is designated to be responsible for the District's compliance in this matter.

In so providing, the Riverside Community College District hereby implements the provisions of California Government Code sections 11135 through 11139.5, the Sex Equity in Education Act (Ed. Code, § 66250 et seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000e), Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq. and regulations at 29 CFR§§ 1604-1606, 1608.1 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12100 et seq.) and the Age Discrimination Act (42 (U.S.C. § 1601).

Authority: Cal. Code Regs., Title 5, § 59300; Gov. Code, §§ 11135-11139.5;Ed. Code, § 66250 et seq.; 42 U.S.C. § 2000d; 20 U.S.C. § 1681; 29 U.S.C. § 794; 42 7.S.C. § 12100 et seq.; 42 U.S.C. § 6101.

Submitted to Board for First Reading	
Approved by Board	11-3-81

Amended: March 6, 1984

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¹ If the federal statutes cited above would result in broader protection of the civil rights of individuals, then that broader protection or coverage shall be deemed incorporated by reference into, and shall prevail over conflicting provisions of Title 5, Section 59300, as cited in the Model Policy.

RIVERSIDE COMMUNITY COLLEGE DISTRICT FINANCE AND AUDIT

Report No. V-D-2 Date: September 16, 2004

Subject: Rescission of Approved Dates for the 2004-2005 Budget Inspection, Public

Hearing and Adoption and Establishment and Approval of Revised Dates

<u>Background</u>: At the June 16, 2004, meeting of the Board of Trustees, the Board approved the following time lines for budget adoption: 1) the proposed 2004-2005 Budget would be available for public inspection beginning September 7, 2004; and 2) the public hearing would be held at 6:00 p.m. at a special Board meeting on September 14, 2004, to be followed by the adoption of the 2004-2005 Budget. However, the State Chancellor's Office has now advised us that the adoption date has been extended to October due to a delay in the presentation of budget allocations at State Budget Workshops, which are now scheduled for September 7 and 9.

Staff is proposing that the 2004-2005 Budget Adoption process be moved from September to October. It is therefore necessary to rescind the earlier September time line. Staff recommends that the Board set October 19, 2004, as the date for the public hearing and adoption of the 2004-2005 Budget. Also, and pursuant to Title 5, Section 58301, the final budget proposal must be made available for inspection at least three (3) days prior to the public hearing, and we again plan to use the Office of the Vice President, Administration and Finance, for this purpose. Finally, this information will be published in <u>The Press-Enterprise</u>.

Recommended Action: It is recommended that the Board of Trustees rescind 1) the September 7, 2004 availability date for public inspection of the 2004-2005 Budget and 2) the September 14, 2004 date for the Public Hearing and Adoption of the 2004-2005 Budget.

It is further recommended that the Board of Trustees announce that: 1) the proposed 2004-2005 Budget will be available for public inspection beginning October 12, 2004, at the Office of the Vice President, Administration and Finance; and 2) the public hearing will be held at 6:00 p.m. at the Board's regular meeting on October 19, 2004, to be followed by the adoption of the 2004-2005 Budget. Finally, it is further recommended that the Board authorize the College President to sign a notice relative to these dates.

Salvatore G. Rotella President

Prepared by: James L. Buysse

Vice President

Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT FINANCE AND AUDIT

Report No.: V-D-3 Date: September 16, 2004

Subject: Budget Development - Fund Balance Target -- Proposed Board Policy 7080

<u>Background</u>: Beginning with the FY 1992-93 budget, the District has employed the concept of a "Fund Balance target" in its budget development process. This target has been defined as 5.0% of total available funds in the Unrestricted General Fund, where "total available funds" equals the sum of the projected beginning fund balance for a particular fiscal year and the estimated revenues for that year. The "target" then becomes the first allocation of resources in the budget for a given fiscal year.

This budgeting approach was viewed quite favorably by rating agencies when we met with them in May. In these discussions, they also asked if this concept was codified in Board policy. Although we could not respond affirmatively, the agencies seemed satisfied that the District's Board of Trustees has demonstrated long standing support for this practice. Nonetheless, we were left with the distinct impression that our financial practices would be viewed even more favorably if the fund balance target concept was made a matter of formal Board policy.

Thus, the staff now proposes that the Board adopt a new policy ... Board Policy 7080, Budget Development – Fund Balance Target ... as follows:

The Riverside Community College District shall employ the concept of a fund balance target in the annual budget development process. The fund balance target concept shall apply to the Unrestricted General Fund budget and shall be equal to a minimum of 5.0 percent of the sum of the projected beginning fund balance for a particular fiscal year and the estimated revenues for that year. The fund balance target amount shall be the first item funded in the budget for any fiscal year. This fund balance target concept may also be extended to other funds of the District when and where applicable.

<u>Recommended Action</u>: It is recommended that the Board of Trustees accept Policy and Regulations 7080, Budget Development - Fund Balance Target, for second reading. It is further recommended that the Board of Trustees adopt Policy and Regulations 7080.

Salvatore G. Rotella President

Prepared by: James L. Buysse

Vice President, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT

BUDGET DEVELOPMENT - FUND BALANCE TARGET

The Riverside Community College District shall employ the concept of a fund balance target in the annual budget development process. The fund balance target concept shall apply to the Unrestricted General Fund budget and shall be equal to a minimum of 5.0 percent of the sum of the projected beginning fund balance for a particular fiscal year and the estimated revenues for that year. The fund balance target amount shall be the first item funded in the budget for any fiscal year. This fund balance target concept may also be extended to other funds of the District when and where applicable.

Submitted to Board f	for Second Reading	
Approved by Board_		

Adopted: September 16, 2004

RIVERSIDE COMMUNITY COLLEGE DISTRICT

BUDGET DEVELOPMENT - FUND BALANCE TARGET

The Riverside Community College District shall employ the concept of a fund balance target in the annual budget development process. The fund balance target concept shall apply to the Unrestricted General Fund budget and shall be equal to a minimum of 5.0 percent of the sum of the projected beginning fund balance for a particular fiscal year and the estimated revenues for that year. The fund balance target amount shall be the first item funded in the budget for any fiscal year. This fund balance target concept may also be extended to other funds of the District when and where applicable.

Submitted to Board f	for Second Reading	
Approved by Board_		

Adopted: September 16, 2004

RIVERSIDE COMMUNITY COLLEGE DISTRICT FINANCE AND AUDIT

Report No.: V-D-4 Date: September 14, 2004

Subject: Notice of Completion – Norco Early Childhood Education Center

<u>Background:</u> On September 7, 2003, the Board of Trustees awarded a contract to douglas e. barnhart, for the Norco Early Childhood Education Center.

The Director of Facilities/Facilities Planning and Projects reports that the project is complete.

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

Salvatore G. Rotella President

Prepared by: Doretta Sowell

Purchasing Manager

To be recorded with County Recorder within 10 days after completion.

No recording fee.

When recorded, return to:

James L. Buysse, Vice President

Administration and Finance

Administration and Finance Riverside Community College District 4800 Magnolia Avenue Riverside, CA 92506

NOTICE OF COMPLETION

Civil Code § 3093 - Public Works

(For Recorder's Use)

Backup V-D-4

Page 1 of 1

September 16, 2004

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

Project title or description of work: Norco Early Childhood Education Center

Date of completion: September 16, 2004

Nature of owner: Public School

Interest or estate of owner: Fee Simple

Address of owner: 4800 Magnolia Avenue, Riverside, CA 92506

Name of contractor: douglas e. barnhart, inc.

Street address or legal description of site: 4800 Magnolia Avenue

Riverside, CA 92506

Dated: September 16, 2004 Owner: Riverside Community College District

(Name of public entity)

		By:		
		J	President, Board of Trustees	_
STATE OF CALIFORNIA)			
) ss			
COUNTY OF RIVERSIDE)			

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

Executed at Riverside, CA on September 16, 2004.	

President, Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT FINANCE AND AUDIT

Report No. V-D-5 Date: September 16, 2004

Subject: Maintenance Agreement Renewals

<u>Background</u>: Each year the District enters into agreement with various vendors for the maintenance of copiers, alarm systems, software applications and other services necessary for daily business operations. Staff is requesting that the Board consider a list of proposed maintenance agreement renewals between the Riverside Community College District and various vendors. The agreements have been reviewed by the Purchasing Manager.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve various maintenance agreement renewals between the District and several vendors as listed, and authorize the Vice President, Administration and Finance to sign the agreements.

Salvatore G. Rotella President

Prepared by: Doretta Sowell

Purchasing Manager

MAINTENANCE AGREEMENTS

- RECOMMENED RENEWALS -

OCE USA, Inc. (Grants and Contracts)

Copier Maintenance 10/1/04-6/30/05 \$2,779.65 plus incidental copy charges

Siemens Building

Technologies, Inc. (Safety and Police)

Alarm Monitoring Month-to-month \$30-45 monthly depending on location

The Liquidation Company (Purchasing)

Auctioneering Services 7/1/06-6/30/05 35% of gross sales

Open Text Corporation (Information Services)

Software Technical

Support 7/1/04-6/30/05 \$20,704.30

NetVision (Information Services

Integrated Security

Policy Management

System 9/1/04-8/31/05 \$6,554.30

Advanced Copy Systems, Inc. (Norco Campus)

Copier Maintenance 7/1/04-7/1/05 \$275.00

ROC Software (Information Services)

Software Maintenance 7/1/04-6/30/05 \$1,450.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT FINANCE AND AUDIT

Report No. V-D-6 Date: September 16, 2004

<u>Subject</u>: Contract with the Chancellor of the California Community Colleges – Chancellor's

Office Tax Offset Program (COTOP)

Background: Attached for the Board's review and consideration is a proposed contract between the Riverside Community College District and the Chancellor of the California Community Colleges to participate in the Chancellor's Office Tax Offset Program (COTOP). COTOP provides a process to collect, through the State Franchise Tax Board's Interagency Offset Program, outstanding financial aid and non-financial aid obligations owed to the District. The Chancellor's Office will retain 25% of all amounts collected as a service fee and will remit the remaining 75% to the District. The District has participated in COTOP for several years. This contract has been reviewed by Bill J. Bogle, Jr., Auxiliary Business Services Manager and Ed Godwin, Risk Manager.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the contract between the District and the Chancellor of the California Community Colleges for participation in the Chancellor's Office Tax Offset Program (COTOP), for the term October 1, 2004 through December 30, 2005 and authorizes the Vice President, Administration and Finance to sign the contract.

Salvatore G. Rotella President

Prepared by: Bill J. Bogle, Jr.

Auxiliary Business Services Manager

THIS CONTRACT, made and entered into this 1st day of October, 2004, in the State of California, by and between the

RIVERSIDE COMMUNITY COLLEGE DISTRICT and the CHANCELLOR OF THE CALIFORNIA COMMUNITY COLLEGES

The CHANCELLOR of the CALIFORNIA COMMUNITY COLLEGES (hereinafter Chancellor) and the

RIVERSIDE COMMUNITY COLLEGE DISTRICT (hereinafter District) do agree that:

I.

Performance of this contract shall be pursuant to Government Code Sections 12419.5 and 12419.7. Both parties' performance of this contract shall conform to the requirements of those statutes.

The Chancellor agrees to act on behalf of the District for the purpose of collecting through the State Franchise Tax Board's Interagency Offset Program, outstanding student financial aid and proper non-financial aid obligations owed to the District.

Π.

The Chancellor's Office Tax Offset Program (hereafter known as COTOP) will be a (self-supporting) program with collection fees charged to the participating districts for the administrative costs incurred by the Chancellor in operating the program.

The Chancellor will, if a debtor owes an obligation to more than one college or district, eliminate the name of that debtor from the college or agency to which the debtor owes the smaller obligation.

The District will pay to the Chancellor an amount equal to but not greater than 25 percent (25%) of the amount which the Chancellor collects on behalf of the district from the Franchise Tax Board.

III.

The Chancellor will perform only those administrative services necessary to implement the legislation and related functions concerning the repayment of student financial aid and proper non-financial aid obligations through the COTOP program. Names and amounts submitted in error by the district will be treated as all other names and amounts and may be offset by the Franchise Tax Board.

The district may submit requests for deletions to the Chancellor at any time, and as often as needed; the district may also submit requests to increase or decrease a debtor's amount due no more than two times during the processing year.

Districts must submit their initial COTOP debtor data to the Chancellor's Office no later than October 1, 2004, unless an extension to the deadline was requested and granted. Districts may add additional accounts to their initial debtor data only through Friday, January 14, 2005. If an offset occurs prior to the implementation of the deletion or modification by the Franchise Tax Board, it will be the responsibility of the District to make restitution directly to the debtor as required by Section IV.6 below.

The Chancellor or Franchise Tax Board will delete all names which cannot be processed by the Chancellor's Office or the Franchise Tax Board.

IV.

The District will:

- 1. Submit a single record for each affected individual as specified in #3 below according to the format and specifications in Appendices A and B which are incorporated into and made a part of this contract.
- 2. Notify those debtors whose names are submitted for collection of the pending action no later than submitting those names to the Chancellor's Office and review any objections received from those debtors. This notification should inform the debtor that the individual is entitled to request a review of the decision to collect the debt by the offset procedure. Immediately submit to the Chancellor's Office any modifications or deletions found necessary as a result of the review as required by Appendix C which is incorporated into and made a part of this contract.
- 3. Submit for collection through the COTOP program only the following types of debtor obligations:
 - A. defaulted Perkins, Nursing, Emergency and Extended Opportunity Programs and Services (EOPS) loans;
 - B. campus financial aid funds; EOPS Grants and Board of Governors Enrollment Fee Waivers for which the student was ineligible;
 - C. other financial aid obligations.
 - D. Proper student non-financial aid obligations limited to: non-resident tuition; enrollment fees; library fines; library replacement material charges; parking fees; parking fines; residence hall rent contracts; cafeteria meal contracts; telephone bills; drop fees (incurred prior to January 1992); personal checks returned for non-sufficient funds (limited to bookstore and other charges listed in this section only); returned check service charges; child care charges; instructional equipment breakage/replacement charges; health fees; transcript fees; foreign student insurance charges; dental health center charges; community services fees; lost key

charges; transportation charges/fees; audit fees; contract class charges; instructional material fees; damage to campus facilities/equipment charges; personal checks written to "Cash" returned for non-sufficient funds (including returned check service fee); auto repair costs (including parts, lab fee, sales tax on parts); student representation fee; student center fee.

- 4. For those student financial aid and non-financial aid obligations in default, send at least two (2) written notices, approximately thirty (30) days apart, to the last known address of the debtor requesting that the debtor either pay the amount owed or contact the participating district regarding the debt. The district must retain copies of the notifications in the district/college file.
- 5. Do not submit names of any debtors who are:
 - A. not in default;
 - B. in litigation/bankruptcy.
- 6. Refund to debtor any overpayments or amounts collected in error resulting from collection through COTOP within 30 days from notification of offset by the Chancellor.

V.

The District agrees that the Chancellor is acting in reliance on the accuracy of information supplied by the District as to the names of debtors, identification of debtors, and amounts owed by debtors, and that the Chancellor shall not be liable for any damages arising from inaccuracies in information supplied by the District.

The District agrees that it will submit for collection only amounts which it is legally entitled to collect through this program.

The District agrees that it will respond to all debtor complaints received by the Chancellor regarding this program.

VI.

Each party agrees to indemnify, defend and save harmless the other, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by either party in the performance of this contract.

VII.

The District and the agents and employees of the District, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

VIII.

Time is of the essence of this agreement.

IX.

No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

X.

The term of this contract shall be from October 1, 2004 through December 30, 2005, which as defined by the Franchise Tax Board, is the end of the 2005 interagency program processing year.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

CALIFORNIA COMMUNITY COLLEGES

By		
•	Victoria P. Morrow	Date
	Executive Vice Chancellor	
	RIVERSIDE COMMUNITY COLLEGE DISTR	RICT
Ву	James L. Buysse	Date
	Vice President Administration and Finance	Duit
	4800 Magnolia Avenue	
	Riverside, CA 92506-1299	

ATTACHMENT A

SAMPLE

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NOTE: ALL COTOP DATA, INCLUDING ANY ADDITIONAL DATA SUBMITTED, SHOULD BE FORMATTED IN THE ORDER PRESENTED ABOVE. DATA PROVIDED MUST ADHERE TO THE SPECIFIC COLUMN NUMBERS ASSIGNED. SEE APPENDIX A WHEN REVIEWING THIS FORM.

THE ASCII TEXT FILE SHOULD BE SUBMITTED VIA THE INTERNET SYSTEM OR ON A DISKETTE. SEE APPENDIX A FOR INSTRUCTIONS.

TO AVOID DATA "WRAPPING AROUND," HIT "ENTER" KEY AFTER ALL DATA IS KEYED FOR EACH ACCOUNT.

KEY ALL DATA USING CAPS.

Backup V-D-6
Attachment A
beptember 16, 2004
Page 5 of 9

APPENDIX A

Data Submittal Specifications

1. Data Submission:

The <u>ASCII text file</u> shall be submitted to the Chancellor's Office by diskette or by e-mail. **DO NOT SEND DATA IN ANY SPREADSHEET FORMAT.**

- A. Diskette: The diskette should be 3.5", low or high density. The data format specifications below must be followed.
- B. E-mail: The data file (adhering to the format specifications below) may be submitted as an attachment. Send the data file to rquintan@ccco.edu (Important: Please add cc to cmawson@ccco.edu).
- C. To ensure protection, the file must be zipped. Your district/campus MIS staff can instruct you on how to zip a file. Select a password necessary to unzip the data. For security purposes, send a <u>separate</u> e-mail note to <u>rquintan@cccco.edu</u> (cc to <u>cmawson@cccco.edu</u>) with the password to unzip the file. Please <u>DO NOT</u> send the password in the same e-mail transmission as the data file.
 - 1. Data Format:

Please note: Multiple debts owed by the debtor, whether to a single campus or multiple campuses within the same district, must be combined into one account. All data submitted by multi-campus districts (in which more than one campus is participating) must be combined into one listing.

Data should be keyed using all CAPS.

The data for each individual account on the Transmittal Document should include all of the following data elements:

<u>Please note that the data requirements have been revised. Year of Last Attendance and Preparation Date data are no longer required to be submitted.</u>

	<u>DATA ITEM</u>	COLU	MNS
Α.	Standard District Code	1-5	pic 99999
В.	Last Name	6-20	pic x (15), just. left
C.	First Name	21-30	
D.	Middle Initial	31	pic x
Е.	Individual's SSN	32-40	pic 9, just. left
F.	Amount Outstanding	41-47	pic 99999v99, just. right
G.	(Amount should be entered without a decimal) Type of obligation (Please use the obligation code listing)	48-49	pic xx
H	Special District Code	50-80	Optional

Backup V-D-6 Appendix A September 16, 2004 Page 7 of 9

(<u>This field is provided for any additional data the district may keep for its own records.</u> Columns 50-80 may be left blank.)

The data and transmittal document should be submitted by E-mail (see #1 above) or U.S. mail on or before **October 1, 2004** to: Richard Quintana, COTOP Coordinator, California Community Colleges, Chancellor's Office, 1102 Q Street, Sacramento, CA 95814 or by email: rquintan@cccco.edu and cc: cmawson@cccco.edu

APPENDIX B Transmittal Document

District Name: Riverside Community College District

Date: October 1, 2004

Contact person for data processing technical problems:

Name: Bill J. Bogle, Jr.

Title: Auxiliary Business Services Manager

Phone #: (951) 222-8411

Contact person to receive Cotop reports and take student referrals:

Name: Bill J. Bogle, Jr.

Title: Auxiliary Business Services Manager

Phone #:(951) 222-8411 Fax #: (951) 222-8147 Email Address: Bill.Bogle@rcc.edu

District/College: Riverside Community College District / Riverside Community College

Address:

4800 Magnolia Avenue Riverside, CA 92506-1299

DATA SUBMITTED ON: (X) E-MAIL (_) DISKETTE (Refer to Appendix A-Specification Sheet)

THE INFORMATION BELOW MUST BE COMPLETED BY ALL DISTRICTS:

CONTROL TOTALS:

CAMPUS

RECORD COUNT

1. Riverside Community College District

82

Note: Districts submitting debtor data by e-mail may also submit the information requested on this form by e-mail or U.S. mail to be received on or before October 1, 2004 to:

Richard Quintana, COTOP Coordinator, California Community Colleges, Chancellor's Office 1102 Q Street, Sacramento, CA 95814 rquintan@ccco.edu (cc to cmawson@ccco.edu)

Backup V-D-6 Appendix C September 16, 2004 Page 9 of 9

APPENDIX C

Sample of Required Notification to Debtor

This letter may be modified to suit your purposes, however, the information below must be included. You must also include a contact name, telephone number and/or address for the debtor to inquire regarding the outstanding debt.

Sample Debtor Notification Letter:	
Date:	
Salutation (Example: Dear Mr./Mrs./Ms,)	

We are writing to notify you that your name will be submitted to the California Franchise Tax Board for an intercept of any money that is owed to you to pay your liability to (name of district/college). In the event you are owed a tax refund or you win a California Lottery prize, the Franchise Tax Board will intercept from that money the amount you owe this institution.

California State Government Code Sections 12419.5, 12419.7 and 12419.9 authorize the Office of the State Controller to collect money owed to a state agency or an educational institution by intercepting any money that the state owes to the debtor. An amount owed to the debtor by the state includes a refund of taxes or state lottery winnings.

Our records show that the total amount now due and payable to (name of <u>district/college)</u> for this liability is <u>\$(enter amount)</u> for (<u>enter liability)</u>. You have 30 days to pay voluntarily before we submit your name to the Franchise Tax Board for an intercept.

You may submit objections and any relevant documentation to this action personally or in writing to (name of contact person, address, and/or telephone number) within 30 days from the date of this letter. Upon receipt of your objections, a college representative will review your case. If the representative finds that the offset is in error, the offset will be withdrawn or the amount corrected. If no objections are submitted or if the objections are considered to be insufficient, we will proceed with this action.

Sincerely,

RIVERSIDE COMMUNITY COLLEGE DISTRICT FINANCE AND AUDIT

Report No. V-D-7 Date: September 16, 2004

Subject: Resolution Regarding Appropriations Subject to Proposition 4 Gann Limitation –

Resolution No. 3-04/05

<u>Background</u>: In November 1979, the voters passed Proposition 4 which imposes an annual appropriations limit on the District. This is known as the Gann Limit. Pursuant to Government Code Section 7910, the Board must approve the District's Gann Limit and make other necessary determinations for the succeeding fiscal year pursuant to Article XIIIB of the California Constitution.

The District has developed the documentation used to determine the 2004-2005 Gann Limit and it is available for public inspection at the office of the Vice President, Administration and Finance, 3600 Prospect, Riverside, California, between 7:30 a.m. and 4:30 p.m. A copy of the worksheet used to compute the Gann Limit is attached for the Board's review and information. A resolution is required to establish the District's 2004-2005 Gann Limit.

<u>Recommended Action:</u> It is recommended that the Board of Trustees adopt resolution No. 3-04/05 which establishes the 2004-2005 Gann Limit for the Riverside Community College District at \$118,761,580.

Salvatore G. Rotella President

Prepared by: Aaron S. Brown

Associate Vice-President, Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT APPROPRIATIONS SUBJECT TO PROPOSITION 4 GANN LIMITATION RESOLUTION No. 3-04/05

On the motion of Member	seconded by
Member	
resolution is adopted:	
WHEREAS, the voters in the State of California, in November	er of 1979, passed Proposition 4.
NOW, THEREFORE, BE IT RESOLVED that pursuant to Cappropriation limit in 2004-2005 for the Riverside Com \$118,761,580.	
PASSED AND ADOPTED THIS 16 th day of September, 20 th Riverside Community College District of Riverside County, College District Of Riverside Co	
AYES:	
NOES:	
ABSENT:	
STATE OF CALIFORNIA)) ss	
COUNTY OF RIVERSIDE)	
I, Mark Takano, Secretary of the Board of Trustees of the Riv of Riverside County, California, do hereby certify that the topy of a resolution duly adopted by said Board at a Septembits regular place of meeting and by the vote above stated, who of the Board.	foregoing is a full, true and correct per 16, 2004 special meeting held at
Secretary, Board of Trustees	

CALIFORNIA COMMUNITY COLLEGES GANN LIMIT WORKSHEET 2004-2005

Backup V-D-7 September 16, 2004 Page 2 of 2

DIS	STRI	ICT NAME: RIVERSIDE COMMUNITY COLLEGE DISTRICT	DATE: SEPTEMBER 16, 2004
1.	200	04-2005 APPROPRIATIONS LIMIT:	
	A.	2003-2004 Limit	<u>\$ 119,061,825</u>
	B.	Price factor: 1.0328	
	C.	Population factor:	
		 2002/2003 Second Period Actual FTES 23,904 2003/2004 Second Period Actual FTES 23,086 2003/2004 Population change factor 9658 (line C.2. divided by line C.1.) 	
		2003-2004 Limit adjusted by inflation and population fac (line A multiplied by line B and line C.3.)	tors \$
	E.	Adjustments to increase limit:	
		 Transfers in of financial responsibility Temporary voter approved increases Total adjustments - increase 	\$
		Sub-Total	\$
	F.	Adjustments to decrease limit:	
		 Transfers out of financial responsibility Lapses of voter approved increases Total adjustments - decrease 	\$ < - >
	G.	2004-2005 Appropriations Limit	\$ 118,761,580
11.	200	04-2005 APPROPRIATIONS SUBJECT TO LIMIT:	e 4
		State Aid (General Apportionment, Apprenticeship	
		Allowance, Basic Skills, and Partnership for Excellence)	\$ 39,591,496
	В.	State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.)	398,123
	C.	Local Property taxes	42,000,000
	D.	Estimated excess Debt Service taxes	•••••
	E.	Estimated Parcel taxes, Square Foot taxes, etc.	••••••
	F.	Interest on proceeds of taxes	169,390
	G.	Local appropriations from taxes for unreimbursed State court, and federal mandates	< >
	Н.	2004-2005 Appropriations Subject to Limit	<u>\$ 82,159,009</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT FINANCE AND AUDIT

Report No. V-D-8 Date: September 16, 2004

<u>Subject</u>: CCFS-311 – Quarterly Financial Status Report for the Quarter Ended June 30,

2004

<u>Background</u>: Education Code Section 84040 specifies that financial information be periodically reported to the Board of Governors for the California Community Colleges. To comply with this requirement, the District prepares Form CCFS-311Q – Quarterly Financial Status Report each fiscal quarter for submission to the Chancellor's Office. For purposes of this report, the General Fund includes:

Fund 11 – Unrestricted

Resource 1000 – General Unrestricted

Resource 1010 – Certificates of Participation Clearing

Resource 1080 – Community Education Resource 1090 – Performance Riverside

Resource 1110 – Bookstore (Contractor Operated)

Resource 1170 – Customized Solutions

Fund 12 – Restricted

Resource 1050 – Parking

Resource 1070 – Student Health

Resource 1180 – Redevelopment Pass-Through Resource 1190 – Grants and Categorical Programs

<u>Information Only</u>: Attached for the Board's information is a copy of the CCFS-311Q – Quarterly Financial Status report for the quarter ended June 30, 2004.

Salvatore G. Rotella President

Prepared by: Aaron S. Brown

Associate Vice-President, Finance



Fiscal Year 2003-2004

Fiscal Year 2003-2004 District:(960)RIVERSIDE Quarter Ended: (Q4) June 30, 2004 Certified Date:25-Aug-04 11:42 AM

I. Historical and Current Perspective	es of General Fund (Unrestricted and Restric	ted):		
<u>Annual</u>			As of June 3	0 for fiscal year (FY) specified.
		FY00-01	FY01-02	FY02-03	FY03-04
General Fund Revenues (Objects 8100,	8600, and 8800)	100,827,885	106,159,710	108,508,808	108,969,571
Other Financing Sources (Objects 8900)	1,113,908	114,440	2,818,995	2,910,844
General Fund Expenditures (Objects 16	000-6000)	94,305,424	106,397,064	110,163,718	107,277,651
Other Outgo (Objects 7100, 7300, 7400, 7500), and 7600)	3,342,177	12,024,508	2,272,148	2,264,122
Reserve for contingency	Unrestricted	0.	0	0	0
Reserve for contingency	Total	0	0	0	0
General Fund Ending Balance	Unrestricted	18,228,155	6,215,673	5,567,529	7,261,554
General Fund Ending Balance	Total	20,947,389	8,799,967	7,691,903	10,030,544
Prior-Year Adjustments		0	0	0	0
Attendance FTES		22,272	24,466	23,904	23,001
Quarter		For the s	same quarter to	each fiscal year	(FY) specified
		FY00-01	FY01-02	FY02-03	FY03-04
General Fund Cash Balance (Excluding	investments)	23,564,692	18,417,999	10,583,326	8,142,613

II. General Fund (Unrestricted and Restricted) Year-To-Date Revenues and Expenditures:												
	Total Budget (Annual)	Actual (Year-to-Date)	Percentage %									
General Fund Revenues (Objects 8100, 8600, and 8000)	114,233,295	108,969,571	95.39									
Other Financing Source (Objects 8900)	1,901,966	2,910,844	153.04									
General Fund Expenditures (Objects 1000-6000)	115,704,867	107,277,651	92.72									
Other Outgo (Objects 7100, 7300, 7400, 7500, and 7600)	2,580,180	2,264,122	87.75									

III. Has the district settled any employee contracts during this quarter? Yes • No C If yes, complete the following: (If multi-year settlement, provide information for all years covered)

Salaries Contract Period Settled	Mana	gement	Academic(Certificated)	Clas	ssified
(Specify)	Total Salary	Cost-Increase %*	Total Salary	Cost-Increase %*	Total Salary	Cost-Increase %*
Year 1 2004-2005	316,292	3.41	1,440,871	3.41	649,705	3.41
Year 2	0		0		0	
Year 3	0		0		0	

^{*} As specified in collective bargining agreement.

<u>Benefits</u>			
Contract Period Settled	Management Total	Academic Total	Classified Total
Year 1 2004-2005	47,100	164,691	125,588
Year 2	0	0	0
Year 3	. 0	0	0

http://misweb.cccco.edu/311q/prod_2003/certifyview.cfm

8/25/2004

Backup V-D-8 September 16, 2004 Page 2 of 3

nclude a statement regarding the source of revenues to pay salary and benef	it increases, e.g., from the district's reserves, from cost-of-living, etc.
Rev source = COLA, growth and equalization. Fu 2% in 06-07. Addl % pd. each yr. if equalizati	on and new growth are \$2M or more for 04-05,
\$5M or more for 04-05 thru 05-06 and \$8M or mo	re for 04-05 thru 06-07.
V. Did the district have significant events for the quarter(in	
ignificant differences in budgeted revenues or expenditures, borrowing of fu f yes, list events and their financial ramifications.(Include additional pages of	explanation if needed.)
/. Does the district have significant fiscal problems that m	
lext year? Yes C No © If yes, what are the problems and what action clude additional pages of explanation if needed.)	ns will be taken?
CERTIE	CICATION
<u>oentii</u>	IOATION
To the best of my knowledge, the data contained in this	To the best of my knowledge, the data contained in this
report are correct.	report are correct. I further certify that this report was/will
	be presented at the governing board meeting specified below, afforded the opportunity to be discussed and
	entered into the minutes of meeting.
ADD allactus	I_{1}). I_{1} I_{2} I_{3}
4)1K 8/25/04	101 Mr 101 101/11
histrict Chief Business Officer Date	District Superintendent Date
	ng Board Meeting Date 9 116 1 2004
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Send to Printer Back	

RIVERSIDE COMMUNITY COLLEGE DISTRICT COMBINED GENERAL FUNDS REVENUE AND EXPENDITURE REPORT FOR THE PERIOD ENDED JUNE 30, 2004

<u>Cash Position</u>						YTD Activity
Beginning Cash, July 1, 2003 Accounts Receivable Collections YE Accounts Receivable Accounts Payable Payments YE Accounts Payable Revenue and Other Financial Sources Tax Revenue Anticipation Note Expenditures and Other Outgo					\$	10,583,327 8,405,743 (11,081,079) (11,297,167) 9,193,147 111,880,415
Ending Cash, June 30, 2004					\$	8,142,613
Budget Status		Adopted		Revised		YTD
Revenues	-	Budget		Budget		Activity
Federal	\$	8,794,686	\$	10,452,279	\$	6,267,204
State	·	50,080,125	•	50,127,129	Ψ	46,461,444
Local		53,123,519		53,653,887		56,240,923
Total Revenues		111,998,330		114,233,295		108,969,571
Other Financing Sources		1,901,966		1,901,966		2,910,844
Total Revenues/Other Sources		113,900,296		116,135,261		111,880,415
Expenditures						
Academic Salaries		47,230,897		47,587,147		46,623,585
Classified Salaries		26,861,020		26,727,586		24,989,242
Employee Benefits		18,578,197		18,825,513		17,985,912
Materials & Supplies		2,513,046		2,811,943		2,305,145
Services		14,222,910		14,920,261		12,221,722
Capital Outlay		4,066,034		4,832,417		3,152,046
Total Expenditures		113,472,104		115,704,867		107,277,651
Other Outgo		2,567,548		2,580,180		2,264,122
Total Expenditures and Other Outgo		116,039,652		118,285,047		109,541,773
Revenues Over (Under)						
Expenditures		(2,139,356)		(2,149,786)		2,338,641
Beginning Fund Balances		7,691,903		7,691,903		7,691,903
Ending Fund Balances	\$	5,552,547	\$	5,542,117	\$	10,030,544
Contingency / Fund Balance						
Unrestricted		3,644,754		3,644,754		6,361,554
Restricted		1,007,793		997,363		2,768,990
Reserve		900,000		900,000		900,000
Total Contingency/Reserve	\$	5,552,547	\$	5,542,117	\$	10,030,544

RIVERSIDE COMMUNITY COLLEGE DISTRICT LEGISLATIVE

Report No.: V-E-1 Date: September 16, 2004

Subject: Agreement between the Riverside Community College District and The

Center for Community Opinion

<u>Background:</u> The Center for Community Opinion was hired by the District to provide the data base for the Measure C campaign.

This agreement is to provide additional analyses of the results of the election, looking at the results regionally and in demographic subsets. The value of acquiring additional data from our bond measure election would greatly enhance the District's advocacy efforts. Elected officials are much more amenable to supporting college initiatives and requests if we can show them public support for the institution. The data from the Measure C election would be an invaluable resource for justifying future requests, especially those targeted to the issue and response of the elected official's district.

Secondly, the data would be strategic in the planning and development of any external communications with the diverse communities the District serves. We could target areas, for example, where support for Measure C was weak and tailor the message for that particular constituency. We could also use the voting data to help us develop a more strategic and longer term plan for communicating with various communities.

Finally, the state Legislature continues to increase the matching requirement for the acquisition of state bond funds. The percentage creeps up with each successive bond measure which means our facilities projects will require more local funds as they come to fruition. With that in mind, it would be helpful to have the data from this bond measure to serve as the foundation upon which we could build for a future bond measure. With Measure C, the District used data that RUSD had from their bond election as the foundation for part of our strategy and it provided some cost savings to the election.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with The Center for Community Opinion, and authorize the Vice President for Administration and Finance to sign it. The total cost of the agreement is \$2,500.00.

Salvatore G. Rotella President

Prepared by: Virginia MacDonald

Chief of Staff



Virginia MacDonald

TO:

Backup V-E-1 September 16, 2004 Page 1 of 1

	Riverside Community C 4800 Magnolia Ave. Riverside CA 92506	ollege District
FROM:	Brad Senden Center for Community (231 Market Pl. #235 San Ramon, CA 94583	Opinion
DATE:	September 16, 2004	
for Commu It includes	unity Opinion to produce a d	rside Community College District and the Cente emographic analysis of the March 2004 election ssing, analysis and reporting to the District. The of the report.
RCCD		CCO
DATE		

MINUTES OF THE BOARD OF TRUSTEES ACADEMIC AFFAIRS AND STUDENT SERVICES COMMITTEE AUGUST 2, 2004

Vice Chairperson Grace Slocum called the Academic Affairs and Student Services Committee meeting to order at 5:02 p.m., in the Administrative Conference Room, Riverside City Campus.

CALL TO ORDER

Committee Members Present

Ms. Grace Slocum, Vice Chairperson

Ex-officio Committee Members Present

Dr. Ray Maghroori, Vice President, Academic Affairs

Dr. Linda Lacy, Interim Vice President, Student Services

Ms. Virginia McKee-Leone, Academic Senate Representative

Ms. Karin Skiba, CTA Representative

Ms. Michelle Davila, CSEA Representative

Resource Persons Present

Dr. Richard Tworek, Provost, Moreno Valley

Ms. Virginia MacDonald, Chief of Staff

Mr. Jim Parsons, Associate Vice President, Public Affairs and Institutional Advancement

Ms. Shelagh Camak, Dean, Workforce Preparation

Dr. Irv Hendrick, Dean, Education

Ms. Kristina Kauffman, Dean, Faculty

Mr. Ron Vito, Dean, Occupational Education

Ms. Sandy Baker, Interim Associate Dean, Nursing Education

Mr. Phil Kelleher, Director, Fire Technology/Fire Academy

Ms. Patricia Smith, Director, College Health Services

Ms. Jan Schall, Associate Professor, Sociology

AGREEMENTS AND CONTRACTS

Dr. Hendrick led the committee's review of the renewal agreement to provide Medi-Cal Administrative Activities Claim Services to the District's Early Childhood Studies Development Center from October 1, 2004 through September 30, 2005. The District will be asked to pay Leader Services 10% of all MAA funds received. The agreement will be presented to the Board for approval on August 10, 2004. Discussion followed.

Agreement with Leader Services – Medi-Cal Administrative Activities Program (MAA) Dr. Hendrick reviewed the agreements that will be presented to the Board on August 10th for ratification for in-service training workshops for Riverside County Foster Care and Relative Caregivers that took place in February, March, April, May and June 2004. Dr. Hendrick apologized for the tardiness of the requests, and assured Ms. Slocum that it would not happen again. Discussion followed.

Dr. Hendrick explained that the Board would receive a request to approve the renewal of an agreement to lease a modular used by Early Childhood Studies staff and teachers at the August 10th meeting. Discussion followed.

Mr. Kelleher led the committee review of the renewal of an agreement with the County of Riverside, on behalf of the Sheriff's Department, for use of office space, classroom and laboratory facilities at Ben Clark Training Center for teaching public safety classes. This agreement will be presented to the Board for approval on August 10th. Discussion followed.

Ms. Camak reviewed the Memorandum of Understanding that will be presented to the Board for approval that allows operation of the Riverside Gateway to College Early College High School from August 11, 2004 through June 30, 2005. Riverside Gateway to College Early College High School will reimburse the District the full cost of salary and benefits for staff assigned to it, and the full cost of any operating supplies and materials that are required to replicate the ECHS model. Discussion followed.

Ms. Baker explained that two continuing affiliation agreements will be presented for Board approval that will provide needed clinical facilities for registered and vocational nursing students. These contracts have no financial impact to the District. Discussion followed.

Agreement with Luz Estrada

Agreement with Elizabeth Hernandez-Falk

Agreement with Cheewa James

Agreement with Rose Marie Wentz

Renewal of Lease Agreement with Mobile Modular Management

Agreement – County of Riverside Sheriff's Department for Ben Clark Public Safety Training Center

Memorandum of Understanding (MOU) between Riverside Gateway to College High School (ECHS) and Riverside Community College District

Continuing Affiliation Agreement for Nursing Students, Hernandez Small Family Home

Continuing Affiliation Agreement for Nursing Students, Riverside Medical Clinic Ms. Baker indicated that this is a new affiliation agreement that will be presented for Board approval that will also provide needed clinical facilities for registered and vocational nursing students. Ms. Baker explained that RCC was approached by Cal State San Bernardino to participate at this location for one day a week. This contract has no financial impact to the District. Discussion followed.

New Affiliation Agreement for Nursing Students – Central City Lutheran Mission, dba: H Street Clinic

Mr. Vito explained that an annual renewal agreement with the Appel Company will be presented to the Board for approval for the point of sale hardware system at the RCC Culinary Academy. Discussion followed.

Appel Company Aloha Field Service Hardware Maintenance Agreement

Mr. Vito indicated that another annual renewal agreement with the Appel Company will be presented to the Board for approval for the Aloha Table Service and Credit Card software package(s) at the RCC Culinary Academy. Discussion followed.

Appel Company – Aloha Help Desk Software Agreement

Mr. Vito reviewed the agreement to be presented for Board approval for the preparation of floor plan designs, showing plumbing and electrical locations, along with the equipment locations, and any necessary fixture base requirements for a possible remodel of the RCC Culinary Academy. Ms. Slocum asked Dr. Maghroori to provide her a history of the Culinary Academy, including when the Riverside County Office of Education stopped participating.

Murray's Hotel and Restaurant Supply Company, Inc. Design Agreement

Ms. Smith explained that a renewal agreement with Loma Linda University Medical Center will be presented for Board approval that will allow their graduate residents to provide services to the District's Health Services Department. The funding for this contact comes from student health fees. Ms. Slocum remarked that she would like to see more services provided as our student population grows.

Agreement – Loma Linda University Medical Center Dr. Lacy explained that RCC has an agreement with CLOVER Enterprises, Inc. to assist in conducting physical examinations of college athletes and provide trainer services that will be presented to the Board of approval on August 10th. Discussion followed.

Agreement – Physical Education Exams/Trainer

Ms. Schall reviewed the revised agreement with CAPA and the District that will be presented for Board approval to provide classroom facilities, faculty and student housing, transfer transportation, group airfare and insurance for our study abroad program for the fall semester 2004 in Florence, Italy. Discussion followed.

Agreement – Centers for Academic Programs Abroad – Florence, Italy Fall 2004

Ms. Schall also reviewed the revised agreement with CAPA and the District that will also be presented for Board approval to provide classroom facilities, faculty and student housing, transfer transportation, group airfare and insurance for our study abroad program for the spring semester 2005 in Oxford, England. Discussion followed.

Agreement – Centers for Academic Programs Abroad – Oxford, England Spring 2005

Ms. Kauffman explained revisions to the regulations to Board Policy 3080, Faculty Professional Growth, are needed to bring the policy in line with the current developments in professional growth opportunities. The regulations will be presented to the Board for first reading on August 10, 2004. Discussion followed.

BOARD POLICY REVISION

Revised Regulations for Faculty Professional Growth – Policy and Regulations 3080 – First Reading

Dr. Lacy led the committee's second reading of the revisions to the regulations. They will be presented to the Board for approval on August 10th. Discussion followed.

Revised Regulations and Board Policy 6091 – Matriculation Title V

The committee adjourned the meeting at 5:45 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES PLANNING AND DEVELOPMENT COMMITTEE MEETING OF AUGUST 2, 2004

Chairperson Slocum called the Planning and Development Committee meeting to order at 6:26 p.m., in the Administrative Conference Room, Riverside City Campus.

CALL TO ORDER

Committee Members Present

Ms. Grace Slocum, Chairperson

Mr. Mark Takano, Vice Chairperson

Ex-officio Committee Members Present

Dr. Ray Maghroori, Vice President, Academic Affairs and Student Services

Ms. Virginia McKee-Leone, Academic Senate Representative

Resource Persons Present

Dr. Richard Tworek, Provost, Moreno Valley Campus

Ms. Virginia MacDonald, Chief of Staff

Mr. Jim Parsons, Associate Vice President, Public Affairs and Institutional Advancement

Mr. Aan Tan, Associate Vice President, Facilities

Dr. Beatriz Vasquez, Interim Associate Dean, Academic and Student Affairs

<u>AGREEMENTS</u>

Dr. Vasquez reviewed the renewal agreement to use facilities to provide college-level physical education classes, at a cost of \$20 per hour, per class, from September 7, 2004 to June 8, 2005. Discussion followed.

Agreement for Use of Facilities – 24 Hour Fitness Center, Norco Campus

FACILITIES AND PLANNING

2006-2010 Five Year Capital Construction Plan

Amendment to Agreement with March Joint Powers Authority

Mr. Tan reviewed the five-year capital construction plan submitted annually to the Chancellor's Office and will be presented to the Board for approval on August 10th. Discussion followed.

Mr. Tan led the review of the sublease agreement with March Joint Powers Authority for March Air Reserve Base property (Building 2595) to build additional parking spaces for use by the District's evening classes, at no additional cost. The Board will be asked to ratify the amendment at their August 10th meeting. Discussion followed.

Mr. Tan explained that an amended agreement to extend the term of the contract to approximately July 31, 2005 will be brought to the Board for approval on August 10, 2004. Discussion followed.

Amendment to Agreement – Information Technology Solutions, LLC

The committee adjourned the meeting at 7:00 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES FINANCE AND AUDIT COMMITTEE MEETING OF AUGUST 3, 2004

Finance and Audit Committee Chairperson Daley called the committee to order at 6:02 p.m., in the Administrative Conference Room, Riverside City Campus.

CALL TO ORDER

Committee Members Present

Ms. Kathleen Daley, Chairperson

Ms. Mary Figueroa, Vice Chairperson

Ex-officio Committee Members Present

Dr. James Buysse, Vice President, Administration and Finance

Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley Campus)

Ms. Virginia McKee-Leone, Academic Senate Representative (Riverside Campus)

Ms. Karin Skiba, CTA Representative

Ms. Tamara Caponetto, CSEA Representative

Resource Persons Present

Dr. Salvatore Rotella, President

Dr. Richard Tworek, Provost, Moreno Valley

Ms. Virginia MacDonald, Executive Assistant to the President and Chief of Staff

Guests Present:

Ms. Grace Slocum, Vice President, Board of Trustees (arrived at 6:15 p.m.)

Mr. Mark Takano, Member, Board of Trustees

Mr. Aaron Brown, Associate Vice President, Finance

Mr. Jim Parsons, Associate Vice President, Public Affairs and Institutional Advancement

Dr. Irving Hendrick, Dean of Education

Ms. Debbie Whitaker, Associate Dean, Early Childhood Studies

Mr. Brown introduced Mr. Bill Bogle, Jr., recently appointed to the position of Auxiliary Business Services Manager, and Ms. Marilyn Mathieu, recently appointed to the position of District Controller.

INTRODUCTIONS

Dr. Buysse deferred discussion on a proposal regarding the District's Food Services operations pending revisions to SB 1419 (enacted in 2002 concerning personal services contracting.)

FOOD SERVICES

Dr. Buysse gave a briefing on the implications of the State's Second Principal Apportionment (P2) Report relative to the District's 2004-05 budget, as well as an update on the State's 2004-05 budget for California community colleges. Discussion followed.

FY 2004-05 BUDGET DEVELOPMENT

Dr. Buysse discussed a proposal to formalize the District's budget development practice regarding a 5% ending fund balance target. The proposal will be presented to the Board of Trustees for approval on August 10, 2004. Discussion followed.

FUND BALANCE TARGET PROPOSAL

Mr. Parsons reviewed a consultant agreement for services leading to the automation of the retrieval and presentation of class schedule and employee directory information on the District website that will be sent to the Board of Trustees for approval on August 10th. Discussion followed.

DATA EXCHANGE INTERFACE
SERVICE/LOCAL SQL/SERVER
DATABASE AGREEMENT

Dr. Buysse reviewed a renewal agreement with the firm of Murdoch, Walrath and Holmes who provide assistance in securing State funding and addressing legislative matters of interest. The agreement will be considered by the Board at their August 10th meeting. Discussion followed.

AGREEMENT FOR SERVICES – MURDOCH, WALRATH AND HOLMES

Dr. Buysse discussed a proposal to reauthorize a \$100,000 interfund loan from the Unrestricted General Fund to the Child Care Fund. The proposal will be presented to the Board for approval on the 10th of August. Discussion followed.

<u>INTERFUND LOAN – PROPOSED</u> REAUTHORIZATION

Dr. Hendrick and Ms. Whitaker reviewed a proposed 10% fee increase for the College's three child care centers, effective October 1, 2004, that would raise fees to students and the community to an amount comparable to other regional child center agencies. Ms. Slocum noted that in some cases the increase was more than 10% and requested that the wording be revised to state "an increase in fees" rather than a "ten percent increase" in fees. The proposal will be considered by the Board of Trustees on August 10th. Discussion followed.

<u>PROPOSED CHILD CENTER FEE</u> INCREASE Dr. Buysse reviewed the pricing obtained by the District in the issuance of its Series A and Series B General Obligation Bonds. Discussion followed.

BOND PRICING

The committee adjourned the meeting at 7:46 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES LEGISLATIVE COMMITTEE MEETING OF AUGUST 3, 2004

Legislative Committee Chairperson Takano called the committee to order at 7:20 p.m., in the Administrative Conference Room, Riverside City Campus.

CALL TO ORDER

Committee Members Present

Mr. Mark Takano, Chairperson

Ms. Kathleen Daley, Vice Chairperson

Ex-officio Committee Members Present

Dr. Lyn Greene, Associate Dean, Governmental Relations

Ms. Patricia Bufalino, Academic Senate Representative

Ms. Virginia McKee-Leone, Academic Senate Representative

Ms. Karin Skiba, CTA Representative

Resource Persons Present

Dr. Salvatore Rotella, President

Dr. Richard Tworek, Provost, Moreno Valley

Ms. Virginia MacDonald, Executive Assistant to the President and Chief of Staff

Guests Present:

Ms. Mary Figueroa, President, Board of Trustees

Ms. Grace Slocum, Vice President, Board of Trustees

Dr. Greene presented an update on the budget and current legislation including equalization --\$80 million with no restrictions; 3.65% growth funding from the General fund; increase in student fees to \$26 per unit; and \$4 million for noncredit funding; and the Governor's veto of \$31.4 in the Partnership for Excellence program. Discussion followed...

BUDGET UPDATE

Dr. Greene led the committee in reviewing various bills being considered by the legislature which included topics concerning concurrent enrollment, "Transfer" bills; and the Master Plan for Education. Discussion followed. LEGISLATIVE TRACKING

Dr. Greene presented an update on Proposition 98 which guarantees a minimum level of funding for K-16 education. Discussion followed.

PROPOSITION 98

The committee adjourned the meeting at 8:26 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT PRESIDENT'S REPORT

Report No.: II-B Date: September 16, 2004

Subject: Proposed Contract with Elaine Turner, The Turner Group, or

John Pickleman, Academic Search Consultation Service

<u>Background:</u> As part of the strategic plan to move the District toward a three-college system, the Board of Trustees, at the June 16, 2004 Board meeting, authorized the President to select and hire a consultant for the recruitment of a President for the Riverside City Campus.

<u>Recommended Action:</u> It is recommended that the Board of Trustees approve the contract with Elaine Turner, The Turner Group, or John Pickleman, Academic Search Consultation Service, and authorize the President to sign the contract. The contract amount is to be negotiated and brought back to the Board of Trustees.

Salvatore G. Rotella President

Prepared by: Virginia MacDonald

Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT PRESIDENT'S REPORT

Report No.: II-C Date: September 16, 2004

Subject: Riverside School for the Arts Design Selection

<u>Background:</u> Gould Evans Associates, LC, have been working with agreed upon principles for designing the first building for Riverside School for the Arts. With those principles in mind, Gould Evans will be presenting several design concepts for the Board to review and make selection.

<u>Recommended Action:</u> It is recommended that the Board of Trustees select a design for the first building for Riverside School for the Arts.

Salvatore G. Rotella President

Prepared by: Virginia MacDonald

Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT PRESIDENT'S OFFICE

Report No.: II-D DATE: September 16, 2004

Subject: Rank of Emeritus Awards

<u>Background</u>: Board Policy 3092 establishes criteria for academic rank, including the rank of Emeritus. The Academic Senate has voted and approved the following awards:

Professor Emerita to Dr. Pouran Eslamidoust, Associate Professor, Sociology (Posthousmously)
Professor Emeritus to Dr. James Mehegan, Associate Professor, Geology (Posthousmously)
Professor Emeritus to Mr. Kenneth Shabell, Associate Professor, Mathematics

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve awarding the rank of Professor Emerita to Dr. Pouran Eslamidoust, the rank of Professor Emeritus to Dr. James Mehegan and the rank of Professor Emeritus to Mr. Kenneth Shabell, for their many years of outstanding service to the District.

Salvatore G. Rotella President

Prepared by: Ruth W. Adams

Administrative Assistant to the President

ACADEMIC SENATE

Backup II-D September 16, 2004 Page 1 of 2

MEMO

Date: September 8, 2004

To: Ms. Heidi Wills

From: Ms. Virginia McKee-Leone

RE: Professor Emeritus Status for Dr. James Mehegan

Dear Heidi,

Though the professor emeritus status is conferred upon the recommendation of the Senate, and since they have not had the opportunity to vote on the recommendation, I am hereby using my "executive privilege" to submit the recommendation on behalf of the Senate. I will take the opportunity, at the first meeting, to request consensus with my decision. I am certain that the body will agree.

Respectfully submitted,

Ms. Virginia McKee-Leone, Academic Senate President

Riverside Community College

4800 Magnolia Avenue

Riverside, California 92506-1299

(951) 222-8300

FAX (951) 222-8616

E-Mail: academic.senate@rcc.edu

MEMO

DATE: October 15, 2003

TO: Dr. Rotella

FROM: Virginia McKee-Leone

President, Academic Senate

SUBJECT: Professor Emeritus

This is to inform you that the Academic Senate voted unanimously on September 6, 2003, to grant the Professor Emeritus status for both Kenneth Shabell and Pouran Eslamidoust.

RIVERSIDE COMMUNITY COLLEGE DISTRICT BUSINESS FROM BOARD MEMBERS

Report No.: VIII-A Date: September 16, 2004

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

<u>Background</u>: The Board of Trustees of the Riverside Community College District wants to reaffirm its commitment to support local companies interested in working on local projects. The successful passage of Measure C represents one of the biggest opportunities in recent years for multiple construction projects on the three RCC campuses, as well as in areas of expanding services.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve Resolution No. 2-04/05 to support interested and qualified local companies being hired on local projects and encourage local firms to actively submit bids and proposals for construction projects on Riverside Community College District Campuses.

Salvatore G. Rotella President

Prepared by: Virginia MacDonald

Chief of Staff

RIVERSIDE COMMUNITY COLLEGE

Resolution No. 2-04/05

Support for Local Companies Working On Local Projects

WHEREAS, Riverside Community College District has been part of this community for almost ninety years; and,

WHEREAS, as the Riverside City Campus expanded to serve students during the early decades, it used many local tradespersons to construct campus facilities; and,

WHEREAS, ten years ago, the Norco and Moreno Valley campuses were built to serve our growing communities; and,

WHEREAS, the 5-Year District Facilities Plan calls for the construction and maintenance of classrooms, buildings and other structures on the Riverside, Moreno Valley and Norco campuses; and,

WHEREAS, Measure C represents one of the biggest opportunities in recent years for multiple construction projects on the three RCCD campuses, and makes possible the construction of new facilities and the renovation of existing buildings during the next fifteen to twenty years; and,

WHEREAS, this type of construction activity can have significant financial impact on the local individuals and business in terms of products supplied, wages earned, and money spent in the communities; and,

WHEREAS, the cities of Riverside, Moreno Valley, Norco, and other parts of the Inland Empire have a wealth of skilled workers and reputable businesses experienced in the construction and construction service trades;

WHEREAS, one of RCCD's commitments as this community's college has always been to train to workers to meet the needs of local and regional employers, and then to use qualified local companies for services and projects; and,

WHEREAS, RCCD maintains active educational, vocational and applied technology programs in the construction, roofing, air conditioning, welding, manufacturing, and related fields to continue to help improve and enlarge that local workforce; and,

WHEREAS, Riverside Community College District and the Greater Riverside Chambers of Commerce, which have a longstanding cooperative relationship, intend to cosponsor workshops for local businesses interested in providing services to the District.

RIVERSIDE COMMUNITY COLLEGE - Resolution No. 2-04/05

District officially reaffirms its support of qualified encourages these firms to submit bids and propose	d local contractors and companies, and
campuses.	