

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting –
April 19, 2005 - 6:00 p.m. – Student Services Lobby, Norco Campus

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

Closed Session

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

Recommended Action: To be Determined

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

Recommended Action: To be Determined

I. Approval of Minutes - Regular meeting of March 15, 2005

II. Chancellor’s Reports

A. Communications

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

Information Only

1. “Recognition of Chief Lee Wagner and College Safety and Police Department” – Dr. DiThomas, Associate Vice Chancellor, Student Services/Operations
2. “Recognition of RCC’s Model United Nations Team” – Dr. Ward Schinke, Assistant Professor, Political Science

- B. Revised Regulation Procedures for Complaints of Unlawful Discrimination (including Sexual Harassment) – Addendum to Policies 3099/4099; 3100/4100/6100; 3110/4110/6110; 6200
- Recommend accepting the revised regulations for first reading.
Recommended Action: Accept for First Reading

III. Student Report

IV. Consent Items

A. Action

- 1. Personnel
- Appointments and assignments of academic and classified employees.
 - a. Academic Personnel
 - 1. Appointments
 - (a) Management
 - (b) Contract Faculty
 - (c) Long-Term, Temporary Faculty, 2005-2006 Academic Year
 - (d) Special Assignments
 - (e) Overload Assignments, Spring Semester 2005
 - (f) Part-Time Faculty, Hourly Assignments, Spring Semester 2005
 - (g) Child Development Center Hourly Employees, Spring Semester 2005
 - (h) Part-Time Faculty, Hourly Assignments, Winter Intersession 2005
 - (i) Coordinators, 2004-05 Academic Year
 - 2. Request for Donation of Leave Credits
 - 3. Salary Reclassifications

4. Request for Participation in Reduced Employment Program
 5. Requests for Unpaid Leave of Absence
 6. Requests for Sabbatical Leaves
 7. Separation
- b. Classified Personnel
1. Appointments
 - (a) District
 - (b) Categorically Funded
 - (c) Short Term
 - (d) Temporary as Needed Student Workers
 - (e) Community Education Program – Spring Semester 2005
 - (f) Special Projects
 2. Reclassification of Classified Employee – Bargaining Unit
 3. Professional Growth
 4. Permanent Increase in Workload
 5. Return to Regular Workload
 6. Request to Adjust Effective Date of Interim Appointment
 7. Military Leave
 8. Request for Leave Under the Federal Family and Medical Leave Act of 1993
 9. Request to Rescind Classified Appointment

10. Separations

2. Purchase Order and Warrant Report -- All District Funds
- Purchase orders and warrant reports issued by the Business Office.
3. Annuities
- Tax shelter annuities for employees, amendments and terminations.
4. Budget Adjustments
 - a. Budget Adjustments
- Request approving various budget transfers between major object codes as requested by administrative personnel.
 - b. Resolution(s) to Amend Budget
 1. Resolution to Amend Budget - Resolution No. 28-04/05 2004-2005 AmeriCorps Local Emergency Readiness Teams (ALERT) Project
- Recommend adopting a resolution to add income and expenditures to the adopted budget, contingent on approval of Item V-A-10.
 2. Resolution to Amend Budget – Resolution No. 29-04/05 2004-2005 Statewide Leadership for Centers for International Trade Development
- Recommend adopting a resolution to add income and expenditures to the adopted budget.
 3. Resolution to Amend Budget – Resolution No. 30-04/05 Disabled Student Programs and Services
- Recommend adopting a resolution to add income and expenditures to the adopted budget.
 4. Resolution to Amend Budget – Resolution No. 31-04/05 2004-2005 Telecommunications and Technology Infrastructure Program
- Recommend adopting a resolution to add income and expenditures to the adopted budget.
 5. Resolution to Amend Budget – Resolution No. 32-04/05 2004-2005 John F. Kennedy

Middle College High School Curriculum
Development Project

- Recommend adopting a resolution to add
income and expenditures to the adopted budget
contingent on approval of item V-A-6-d.

- c. Contingency Budget Adjustments
- Request approval of various contingency budget
transfers as presented.

5. Bid Awards

- a. Award of Contract – Modular Buildings for Bridge
Project
- Recommend awarding a contract for the purchase and
installation of modular buildings in accordance with
Public Contract Code 20118 and 20652.
- b. Award of Bid – Early Childhood Playground
Equipment, Norco Campus
- Recommend awarding a bid for playground
equipment for the Norco Early Childhood Playground.

6. Donations (None)

7. Out-of-State Travel

- Recommend approving out-of-state travel requests.

8. Grants, Contracts and Agreements

- a. Agreement with EarSay, Inc.
- Recommend approving an agreement to provide a
workshop and evening performance as part of the
ongoing Voices from the Americas series.
- b. Lease Agreement with OCE – North America
- Recommend approving a lease agreement for five (5)
copy machines for the District’s Administrative
Support Center.
- c. Moreno Valley Campus Early Childhood Education
Center – Contract for the Installation of Southern
California Gas Company (“The Gas Company”) Meter
- Recommend approving a contract authorizing the

installation of a service meter for the Early Childhood Education Center at the Moreno Valley Campus.

9. Other Items

- a. Surplus Property
 - Recommend declaring listed property as surplus, finding the property does not exceed \$5,000, and authorizing the property be consigned to be sold on behalf of the District.
- b. Subcontractor Substitution – PE Complex Project, Riverside City Campus
 - Recommend permitting the substitution of a chain link fence subcontractor for the PE Complex Project, Riverside City Campus.
- c. Notice of Completion – Storm Water Filter Project
 - Recommend accepting the Storm Water Filter Project as complete, approving the execution of the Notice of Completion and authorizing signing of the Notice.

Recommended Action: Request for Approval

B. Information

- 1. Monthly Financial Report
 - Informational report relative to financial activity from July 1, 2004 through March 31, 2005.

Information Only

V. Board Committee Reports

A. Academic Affairs and Student Services

- 1. Proposed Curricular Changes
 - Recommend approving changes in curriculum for inclusion in the College Catalog and in the schedule of class offerings.

Recommended Action: Request for Approval

- 2. Consultant Agreement with Moira Hahn
 - Recommend approving the agreement with Moira Hahn to prepare and deliver a lecture and presentation on April 20, 2005.

Recommended Action: Request for Approval

3. Occupational Education
 - a. Item pulled.
 - b. Agreement with VisCom Media Development
 - Recommend approving the agreement to develop two websites to promote Occupational Education and Tech Prep programs, activities, and support services. The term of the agreement is April 20, 2005 through June 30, 2005.
 - c. Agreement with Riverside County, Riverside County Fire Department
 - Recommend approving the agreement to provide facilities for externship training for emergency services students.

Recommended Action: Request for Approval

4. Memorandum of Understanding with ACS/Perris OASIS Youth Opportunity
 - Recommend approving this Memorandum of Understanding providing for educational and guidance services to youth 14-21 years of age, for the term April 19-June 30, 2005.

Recommended Action: Request for Approval

5. Affiliation Agreement Renewals with Community Care and Rehabilitation Center, Villa Healthcare Center, Cypress Gardens Convalescent Hospital and Parkview Community Hospital
 - Recommend approving renewal of the Affiliation Agreements with Community Care and Rehabilitation Center, Villa Healthcare Center, Cypress Gardens Convalescent Hospital and Parkview Community Hospital to provide clinical sites for RCCD Nursing students, for a two year period beginning in June 2005.

Recommended Action: Request for Approval

6. Norco Campus
 - a. Agreement with Corona-Norco Unified School District, Upward Bound
 - Recommend approving the agreement to provide lunches for students in the Upward Bound Summer

Program at the Norco Campus from June 20, 2005 through July 28, 2005.

- b. Agreement California Polytechnic College, Pomona (Cal Poly, Pomona)
 - Recommend approving the agreement to provide housing, meals and facilities for students and staff in the Upward Bound Summer Residential Program from July 31, 2005 through August 5, 2005.
- c. Agreement with Clarke and Associates Educational Consultants
 - Recommend approving the agreement with Clarke and Associates to perform all activities to plan and develop a Talent Search proposal for the Norco Campus. Term of the agreement is April 20 through June 30, 2005.
- d. Agreement with Corona-Norco Unified School District, Middle College High School
 - Recommend approving the agreement for development of the curriculum for the John F. Kennedy Middle College High School to be located on the Norco Campus. Term of the agreement is May 1, 2005 through April 30, 2006.

Recommended Action: Request for Approval

- 7. Moreno Valley
 - a. Pearson Education Network License Agreement
 - Recommend approving the Network License Agreement for software programs purchased by the Title V Program, Moreno Valley Campus to be used by the ESL department of English and Speech Communication with non-native English speaking students. The term of the agreement is for April 20, 2005 through the lifetime of the software.
 - b. Agreement with Clarke and Associates Educational Consultants
 - Recommend approving the agreement with Clarke and Associates to perform all activities to plan and develop a Talent Search proposal for the Moreno Valley Campus. Term of the agreement is April 20 through June 30, 2005.

Recommended Action: Request for Approval

8. Performance Riverside
 - a. Agreement with OnStage Musicals, Richard Stover, Owner
 - Recommend approving the agreement to provide two pops orchestra concerts with a 30-piece orchestra and singers and/or dancers as needed as part of the 2005-2006 Performance Riverside subscription series. The term of this agreement is December 18, 2005 through March 5, 2006.
 - b. Agreement with 5th Avenue Theatre Association
 - Recommend approving the agreement for the transfer of the physical production (sets, costumes, and props) of 5th Avenue Theatre Association's production of "A Funny Thing Happened on the Way to the Forum" to Riverside Community College District/Performance Riverside. The term of this agreement is April 20, 2005 through June 29, 2005.
 - c. Agreement with MTI – Music Theatre International
 - Recommend approving the agreement for royalties and rental materials for the production of the Music Theatre International's "Ragtime" for Performance Riverside. The term of this agreement is April 20, 2005 through October 5, 2006.
 - d. Agreement with University/Resident Theatre Association, Inc.
 - Recommend ratifying the agreement to pay U/RTA through its Contract Management Program all fees, benefits, and other charges mutually agreed upon and consistent with the applicable union rules and regulations for Nick DeGruccio who is a member of The Society of Stage Directors and Choreographers (SSDC). The term of this agreement is March 8, 2005 through April 17, 2005.
 - e. Agreement with MTI – Music Theatre International
 - Recommend approving the agreement for royalties and rental materials for the production of the Music Theatre International's "The Music Man" by Riverside Community College District/Performance Riverside.

The term of the agreement is April 20, 2005 through March 2, 2006.

- f. Agreement with Rogers and Hammerstein Theatre Library (March-April Performances)
 - Recommend approving the agreement for royalties and rental materials for a production owned by the R & H Theatre Library (to be announced after July 1, 2005) by Riverside Community College District/Performance Riverside. The term of the agreement is April 20, 2005 through April 30, 2006.

- g. Agreement with Rogers and Hammerstein Theatre Library (June Performances)
 - Recommend approving the agreement for royalties and rental materials for a production owned by R & H Theatre Library (to be announced after November 1, 2005) by Riverside Community College District/Performance Riverside. The term of this agreement is April 20, 2005 through June 29, 2006.

- h. Agreement with California Theatre Center
 - Recommend approving the agreement for production, performance and transportation for the productions of “The Elves & the Shoemaker” and “The Cay” for Performance Riverside. The term of this agreement is April 20, 2005 through March 6, 2006.

Recommended Action: Request for Approval

9. International Education

- a. Agreement with the Centers for Academic Programs Abroad – Florence, Italy – Fall 2005
 - Recommend approving the agreement for the fall semester study abroad program in Florence, Italy from September 8, 2005 through November 30, 2005.

- b. Agreement with the Centers for Academic Programs Abroad – Oxford, England – Spring 2006
- Recommend approving the agreement for the spring semester study abroad program in Oxford, England from March 2, 2006 through May 18, 2006.
- c. Agreement with Adventureland Safari-National/International Study Programs
- Recommend approving the agreement for the summer session study abroad program in Prague and Cesky Krumlov, Czech Republic, and Budapest, Hungary, from June 29, 2005 through July 14, 2005

Recommended Action: Request for Approval

- 10. Contract with the Foundation for California Community Colleges (FCCC) AmeriCorps Local Emergency Readiness Team (ALERT) Project
- Recommend approving the contract for the ALERT project (AmeriCorps Local Emergency Readiness Teams). The term of the agreement is August 1, 2004 through January 15, 2008.

Recommended Action: Request for Approval

- 11. Performing Arts
 - a. Agreement with Kristen Autry
- Recommend approving the agreement to provide services as a Violin Player in the Off Broadway Series Production of “The Last Five Years.” The term of the agreement is April 1, 2005 through April 10, 2005.
 - b. Agreement with Sean McGowan
- Recommend ratifying the agreement to provide services as the Guitar Player in the Off Broadway Series Production of “The Last Five Years.” The term of the agreement is April 1, 2005 through April 10, 2005.
 - c. Agreement with Ginger Murphy
- Recommend ratifying the agreement to provide services as a cello player in the Off Broadway Series Production of “The Last Five Years.” The term of the agreement is April 1, 2005 through April 10, 2005.
 - d. Agreement with Carlos Rivera

- Recommend ratifying the agreement to provide services as a bass player in the Off Broadway Series Production of "The Last Five Years." The term of the agreement is April 1, 2005 through April 10, 2005.

e. Agreement with Matt Sanchez
- Recommend ratifying the agreement to perform as a guest artist in the Off Broadway Series Production of "The Last Five Years." The term of the agreement is April 1, 2005 through April 10, 2005.

f. Agreement with Jane Trieweiler
- Recommend ratifying the agreement to provide services as a cello player in the Off Broadway Series Production of "The Last Five Years." The term of the agreement is April 1, 2005 through April 10, 2005.

Recommended Action: Request for Ratification

12. Contract between City of Riverside and Riverside Community College District Safety and Police
- Recommend approving the Firearms Training Facility contract authorizing use of the City of Riverside/Riverside Police Department Training Facility and Pistol Range at specified times, for members of Riverside Community College District/Safety and Police sworn personnel. This agreement shall be of an indefinite duration commencing April 22, 2005 and subject to cancellation without cause by either party upon 30 days notice.

Recommended Action: Request for Ratification

B. Planning and Development

1. District Five-Year Construction Summary
- Recommend receiving this summary for information only.
Information Only

C. Personnel and Labor Relations

1. Summer Workweek
- Recommend approving the closure on Fridays, with the exception of designated departments, and the four, ten-hour day workweek from June 13 through August 19, 2005.
Recommended Action: Request for Approval

D. Finance and Audit

1. Adoption of Resolution No. 34-04/05 Authorizing the Issuance of 2005 General Obligation Refunding Bonds
- Recommend adopting a resolution authorizing the issuance and sale of 2005 General Obligation Refunding Bonds and the refunding of the District's Series 2004A General Obligation Bonds.

Recommended Action: Request for Approval

2. District Telephone System (PBX) Upgrade
- Recommend approving the purchase of an upgrade for the District's telephone system using Measure C funds.

Recommended Action: Request for Approval

3. Physical Education Complex (Track and Field – Football Portion Only)
- Recommend approving a change to the Track and Field Project and ratifying the installation of a geo grid fabric and base material as a resolution to a soil compaction problem which resulted from extensive rainfall this year.

4. Award of Bids

- a. Award of Bid, 12-Passenger Vans
- Recommend awarding a bid for the six (6) passenger vans and authorizing signing of the agreement.

- b. Parking Structure – Riverside City Campus, Resolution No. 33-04/05
- Recommend adopting a resolution approving the use of the design-bid procurement process for the parking structure, awarding the contract for the construction of said parking structure, and authorizing the signing of the construction contract.

5. Storage Area Network for the Norco and Moreno Valley Campuses
- Recommend approving the issuance of a Request for Proposal for the SANs for the Norco and Moreno Valley Campuses, with financing from Measure C and Title V funds.

E. Legislative (None)

F. Board of Trustees Committee Meeting Minutes

- Recommend receipt of Board committee minutes from the March 8, 2005 Legislative Committee and Finance and Audit Committee Meetings, and the March 9, 2005 Academic Affairs and Student Services Committee, Planning and Development Committee, and Personnel and Labor Relations Committee Meetings.

Information Only

- VI. Administrative Reports
 - A. Vice Chancellors
 - B. Provosts
- VII. Academic Senate Report
- VIII. Business from Board Members
- IX. Comments from the Public
- X. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING OF MARCH 15, 2005

President Takano called the regular meeting of the Board of Trustees to order at 6:05 p.m., in Board Room AD122, O. W. Noble Administration Building, Riverside City Campus.

CALL TO ORDER

Trustees Present

Ms. Kathleen Daley (arrived at 6:17 p.m.)
Ms. Mary Figueroa
Mr. Jose Medina
Ms. Grace Slocum
Mr. Mark Takano
Ms. Gina Grace, Student Trustee

Trustees Absent

Staff Present

Dr. Salvatore G. Rotella, Chancellor
Dr. James Buysse, Vice Chancellor, Administration and Finance
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Brenda Davis, Provost, Norco Campus
Dr. Richard Tworek, Provost, Moreno Valley Campus
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor
Dr. Susan Mills, Associate Vice President, Institutional Effectiveness
Ms. Virginia McKee-Leone, President, Academic Senate

Student Trustee Gina Grace led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

AGENDA AMENDED FOR PRESENTATION

Vice Chancellor Lacy recognized Chief Wagner and the exemplary efforts of Officers Kleveno and Simpson, who apprehended a theft suspect near the RCC Systems Office building. The suspect was in possession of a purse, identification, credit cards, and cash stolen during an awards ceremony at the Marriott Hotel earlier that evening that belonged to Ms. Susan Ashley, a longtime member of the RCC Tiger Backers. Ms. Ashley was present to thank College Safety and Police personally.

“Recognition of Chief Lee Wagner and College Safety and Policy Department” –
Dr. Linda Lacy, Vice Chancellor, Student Services/Operations

The Board adjourned to closed session at 6:10 p.m.,

CLOSED SESSION

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 Market Street and 3892 University Avenue, Riverside; recommended action to be determined.

The Board reconvened to open session at 7:23 p.m., announcing no action taken.

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve the minutes of the adjourned special meeting of February 9, 2005, correcting the call to order to reflect that Mr. Takano is Board President instead of Ms. Figueroa, and the regular meeting of February 22, 2005. Motion carried. (5 ayes)

The Board received the District's counter proposal for public record.

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees approve Resolution No. 25-04/05 prepared to recognize Dean Emeritus Nate DeFrancisco for his exemplary service to the College, to commend him for his contributions to the community, and to wish him well in his new life in Texas. Motion carried. (5 ayes)

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

RECONVENEMENT

MINUTES OF ADJOURNED SPECIAL MEETING OF FEBRUARY 9, 2005 AND REGULAR MEETING OF FEBRUARY 22, 2005

CHANCELLOR'S REPORTS

Public Notice – District's
Counter Proposal to
Riverside Community
College Classified
Employees, Chapter #535,
California School
Employees Association
2005-2008 Contract
Proposal

Resolution in Recognition of
Nate DeFrancisco's Service
to the College – Resolution
No. 25-04/05

STUDENT REPORT

CONSENT ITEMS

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees:	Action
Approve the listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 50)	Academic and Classified Personnel
Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$2,180,576.78, and District Warrant Claims totaling \$4,123,477.12; (Appendix No. 51)	Purchase Order and Warrant Report – All District Funds
Approve amendment to employment contracts and terminations as listed; (Appendix No. 52)	Annuities
Approve the budget transfers as presented; (Appendix No. 53)	Budget Adjustments
Approve adding the revenue and expenditures of \$92,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution, contingent upon the Board of Trustees’ approval of Board Report No. V-A-2-a;	Resolution to Amend Budget – Resolution No. 26-04/05 Subcontract with the Regents of the University of California
Approve adding the revenue and expenditures of \$33,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution, contingent upon the Board of Trustees’ approval of Board Report No. V-A-6;	Resolution to Amend Budget – Resolution No. 27-04/05 National Aeronautics and Space Administration (NASA) Artificial Neural Network (ANN) Development
Approve using the California Multiple Award Schedule, CMAS contract #GS-35F-43896, for the purchase of Cisco equipment, in the amount of \$153,556.11, for the Lovekin Complex;	Purchase Using California Multiple Award Schedules, and General Services Administration Federal Supply Service Schedules
Approve using the Western States Contracting Alliance, Contract #A63308, to	Purchase Using Western States Contracting Alliance,

purchase Gateway Computers for Riverside City Campus in the amount of \$91,915.35, and for Moreno Valley in the amount of \$102,341.72;

Department of General Services

Grant out-of-state travel as listed; (Appendix No. 54)

Out-of-State Travel

Declare the property listed to be surplus, find that the property does not exceed the total value of \$5,000, and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District, by unanimous vote. (Appendix No. 55)

Surplus Property

Motion carried. (5 ayes)

Trustee Slocum requested information about the District's golf carts, how many there are and where they are located.

Information

In accordance with Board Policy 1040.1, the Chancellor has accepted the resignation of Ms. Ramona Serafin, Reading Paraprofessional, effective March 7, 2005, for retirement.

Separation

The Board received an informational summary of financial activity from July 1, 2004 through February 28, 2005.

Monthly Financial Report

BOARD COMMITTEE REPORTS

Academic Affairs and Student Services

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

Ratify the agreement between Riverside Community College District and Nick DeGruccio, from February 24-April 1, 2005, for an amount not to exceed \$8,000, and authorize the Vice Chancellor, Administration and Finance, to sign the

Agreement with Nick DeGruccio

agreement;

Approve the agreement between Riverside Community College District and Sarah Stevensen, from March 16-June17, 2005, for an amount not to exceed \$2,800, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Sarah Stevensen

Approve the agreement between Riverside Community College District and Kristen Johansen, for April 6-8, 2005, for an amount not to exceed \$3,000, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Kristen Johansen

Approve the agreement between Riverside Community College District and ZFX, Incorporated, for March 22-25, 2005, for a fee not to exceed \$3,250, plus expenses, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Agreement with ZFX, Incorporated

Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees approve the subcontract with the University of California, Riverside to serve students preparing to become science teachers, from March 16, 2005 through September 30, 2009, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Subcontract with the University of California, Riverside

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees approve the agreement between Riverside Community College District and Kristine D. Nicholls to provide consultation services as identified in the FIPSE grant award, from March 16, 2005 through September 30, 2007, for an amount not to exceed \$10,000, and authorize the Vice Chancellor, Administration and

Agreement with Kristine D. Nicholls

Finance, to sign the agreement. Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees ratify Resolution No. 24-04/05 to participate in the California Department of Education Childcare Food Program, effective October 1, 2004, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement on terms consistent with the last contract (2003-04). Motion carried. (5 ayes)

Resolution No. 24-04/05 to Participate in the California Department of Education 2004/05 Childcare Food Program

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

Approve the agreement with WebCT, Inc. and California Community College Foundation for the purchase of dedicated three-year hosting, licensing and hardware for \$68,672 first year, \$64,344 second year, and \$67,408 third year, commencing April 1, 2005, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with WebCT, Inc. and California Community College Foundation

Approve the agreement with WebCT, Inc. for the one-time purchase of content migration and integration from WebCT, Inc. for \$10,200, commencing April 1, 2005, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Agreement with WebCT, Inc.

Motion carried. (5 ayes)

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

Approve the agreement with Datatel, Inc. for the one-time purchase of content migration and integration from Datatel, Inc. for \$10,750, commencing April 1, 2005, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Datatel, Inc.

Approve the agreement with Datatel, Inc. for the one-time purchase of content migration and integration from Datatel, Inc. for \$5,500 the first year, \$5,750 the second year, and \$6,000 the third year, commencing April 1, 2005, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Agreement with Datatel, Inc.

Motion carried. (5 ayes)

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

Approve the continuing Affiliation Agreement with Department of Veterans Affairs (VA) and Riverside Community College to provide clinical sites for nursing students for the term, until further notice by either party, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Affiliation Agreement with Department of Veterans Affairs (VA)

Ratify the Affiliation Agreement with Catholic Healthcare West on behalf of St. Bernardine Medical Center to provide clinical sites for nursing students for a two (2) year term commencing March 1, 2004, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. There is no cost to the District.

Affiliation Agreement with Catholic Healthcare West on Behalf of St. Bernardine Medical Center

Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees approve the Security Rule Amendment to the current Business Associate Agreement with Riverside Community Hospital for the term of the current agreement which will end on September 16, 2005, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. There is no cost to the District.

Security Rule Amendment to Business Associate Agreement

Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees approve the Affiliation Agreement for clinical training between Riverside Community College District and D.V. Urgent Care for one year beginning March 16, 2005, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Affiliation Agreement for
Clinical Training with D. V.
Urgent Care

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement between Riverside Community College District and NASA for Dr. Mark E. Lehr to develop an Artificial Neural Network to be utilized in the Component Test Laboratory at the NASA White Sands Test Facility, from March 16-October 31, 2005, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. The District will receive \$33,000 for these services. Motion carried. (5 ayes)

Agreement with National
Aeronautics Space
Administration (NASA)

Planning and Development

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve the agreement with Michael G. Dolence and Associates to assist the District throughout its strategic planning process, from March 16, 2005 through March 15, 2006, at the rate of \$2,500 per day, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement – Michael G.
Dolence and Associates

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve proceeding with the Moreno Valley Phase III Project. Motion carried. (5 ayes)

Moreno Valley Phase III –
Project Proposal

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve the associated estimated budget in the amount of \$10,626,851. Motion carried. (5 ayes)

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve hiring John R. Byerly for soils investigation at a cost of \$8,000. Motion carried. (5 ayes)

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees approve hiring John R. Byerly to conduct soil samples at a cost of \$10,600. Motion carried. (5 ayes)

Approve Change in Project Scope and Estimated Budget, Amend Agreement to Hire GKK Corporation to Prepare the Final Project Proposal (FPP) Submittal and Authorize Soils Investigation for Nursing/Science, Riverside City Campus

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees approve the change in scope of the Nursing/Science facility from 37,000 ASF to 80,000 ASF, amending the agreement hiring GKK Corporation to develop an FPP increasing the cost to an amount not to exceed \$74,800, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees approve the estimated budget of \$34,969,029 for this project. Motion carried. (5 ayes)

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees approve Resolution No. 23-04/05 to create the "Riverside School for Performing and Media Arts" Education Center and the associated Letter of Intent, and authorize their submittal to CPEC and the State Chancellor's Office. Motion carried. (5 ayes)

Resolution No. 23-04/05 of the Board of Trustees of Riverside Community College District and Letter of Intent Regarding the Creation of the "Riverside School for Performing and Media Arts" Education Center (Sacramento Project Name Only)

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees approve the Bridge Project, the associated budget of \$1,162,367, the use of Measure C funds, approve hiring KCT Consultants, Inc. and higginson+cartozian architects, inc. for the associated engineering and architectural services, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements. Motion carried. (5 ayes)

Bridge Project (11 District Portables) – Project Proposal

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve the agreement with Michael G. Dolence and Associates to assist the District with a project termed the RCCD Public Safety initiative, from March 16-June 30, 2005, for an amount not to exceed \$34,000, plus agreed upon expenses, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement – RCCD Public Safety Initiative Contract – Michael G. Dolence and Associates

Personnel and Labor Relations

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees adopt Resolution No. 21-04/05, and designate the week of May 16-20,2005 as Classified School Employee Week. Motion carried. (5 ayes)

Resolution No. 21-04/05 – Resolution to Recognize Classified School Employee Week

Finance and Audit

Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees approve Resolution No. 22-04/05 authorizing the borrowing of funds for fiscal year 2005-2006, the issuance and sale of a 2005-2006 Tax and Revenue Anticipation Note, participation in the California School Cash Reserve Program, requesting the Board of Supervisors of the County to issue and sell said note, and authorize the Board's President and Secretary, the District Chancellor and Vice Chancellor, Administration and Finance, to sign the appropriate documents. Motion

2005-2006 – Tax and Revenue Anticipation Note (TRAN) – Resolution No. 22-04/05

carried. (5 ayes)

Ms. Daley, seconded by Mr. Medina, moved that the Board of Trustees approve Change Order No. 1 for the Moreno Valley Early Childhood Center for a net increase of \$13,020, bringing the total cost to \$1,996,409, and authorize the Vice Chancellor, Administration and Finance, to sign the change order. Motion carried. (5 ayes)

Change Order No. 1 – Final
– Moreno Valley Early
Childhood Education Center

The Board received for information the minutes from the February 7, 2005 Academic Affairs and Student Services Committee and Personnel and Labor Relations Committee Meetings, and the February 8, 2005 Planning and Development Committee and Finance and Audit Committee Meetings.

Board of Trustees
Committee Meeting Minutes

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

ACADEMIC SENATE REPORT

BUSINESS FROM BOARD
MEMBERS

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees vote for the listed incumbents, with the exception of the Los Angeles CCD incumbent, running for re-election: Donald L. Singer, San Bernardino CCD, Tom Clark, Long Beach CCD, Charles Hayden, Jr., Dessert CCD, Walter G. Howald, Coast CCD, Luis Villegas, Santa Barbara CCD, Mark Takano, Riverside CCD, as well as Rich Grosch, San Diego CCD, and Maria Elena Serna, San Joaquin Delta CCD. Motion carried. (5 ayes)

CCCT Board of Directors
Election - 2005

Trustee Slocum requested an accounting report related to the Off Broadway Play Series and requested a discussion on how the Board chooses committee chairs.

Trustee Medina requested a report on the status of the District's Title V programs, and information from the Title V directors at Norco and Moreno

Valley, and faculty and students who participate in the program.

The Board adjourned the meeting at 9:08 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: II-B

Date: April 19, 2005

Subject: Revised Regulation Procedures for Complaints of Unlawful
Discrimination (including Sexual Harassment) – Addendum to Policies
3099/4099; 3100/4100/6100; 3110/4110/6110; 6200

Background: These are the written policies and procedures for filing and processing complaints of unlawful discrimination at Riverside Community College District. These policies and procedures incorporate the legal principles contained in nondiscrimination provisions of the California Code of Regulations, Title 5, sections 59300 et seq. including sexual harassment as well as other state and federal substantive and procedural requirements. Unlawful discrimination means any complaint of discrimination based on a category protected under Title 5, sections 59300, including sexual harassment and retaliation.

This document was taken to and approved by the Academic Senate during the March 21, 2005 meeting. The changes being brought forward are at the request of the State Chancellor's Office of the California Community Colleges. The changes address title changes for individuals within the District and reporting procedures for the Office of Diversity, Equity, and Compliance.

Recommended Action: It is recommended the Board of Trustees accept for first reading and review the revised Regulation Procedures for Complaints of Unlawful Discrimination (including Sexual Harassment).

Salvatore G. Rotella
Chancellor

Prepared by: Richard Ramirez, Interim Director of Diversity, Equity and Compliance/
Assistant to the Chancellor

DRAFT

Addendum to the following Policies:
3099/4099; 3100/4100/6100; 3110/4110/6110; 6200

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**Regulation Procedures for Complaints of Unlawful Discrimination
(including Sexual Harassment)**

Employees, Students, and the General Public

Introduction and Scope

These are the written policies and procedures for filing and processing complaints of unlawful discrimination at Riverside Community College District. These policies and procedures incorporate the legal principles contained in nondiscrimination provisions of the California Code of Regulations, Title 5 Sections 59300 et seq. including sexual harassment as well as other state and federal substantive and procedural requirements.

Unlawful discrimination means any complaint of discrimination based on a category protected under Title 5, Section 59300 , including sexual harassment and retaliation.

These policies and procedures were adopted by the Riverside Community College District Board of Trustees on _____, in accordance with the procedures of the Board.

Authority: 20 U.S.C. § 1681 et seq.; Ed Code, §§ 66270, 66271.1, 66281.5; Gov. Code § 11135-11139.5; Cal. Code Regs., Title 5, § 593326. Reference: Cal. Code Regs., Title 5, § 59300 et seq.; 34 C.F.R. § 106.8 (b).

I. APPLICABLE BOARD POLICIES/REGULATIONS

- A. ADA Accommodation for Persons with a Disability (new) - In Progress
- B. Equal Employment Opportunity/
Staff Diversity/Employee Selection Procedures 3099/4099
- C. Employee Selection Procedures (new) - In Progress
- D. Unlawful Discrimination Policy 6200
- E. Prohibition of Sex Discrimination 3100/4100/6100
- F. Prohibition of Sexual Harassment 3110/4110/6110
- G. Academic Employee Collective Bargaining Agreement 3024

II. PURPOSE

The purpose of these procedures is to implement and enforce Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA),

and the Age Discrimination Act (AgDA) as well as the following provisions of the California Code of Regulations (CCR), Title 5:

- A. Chapter 4. Employees/Subchapter 1. Equal Employment Opportunity Programs – Commencing with Section 53000, and further states in Section 53020 that the Board of Trustees, upon the recommendation of the President, shall ensure that an equal employment opportunity officer is designated to oversee the day-to-day implementation of the requirements set forth in Subchapter 1.

- B. Subchapter 5. Nondiscrimination in Programs Receiving State Financial Assistance Through the **State** Chancellor or Board of Governors of the California Community Colleges - Commencing with Section 59300, which states “that no person in the State of California shall, on the basis of ethnic group identification, national origin, religion, age, sex, race, ancestry, sexual orientation, color or physical or mental disability, be unlawfully subject to discrimination under any program or activity that is funded directly by, or that receives any financial assistance from, the **State** Chancellor or Board of Governors of the California Community Colleges.”

III. GENERAL INFORMATION

The Riverside Community College District has designated the Director, Diversity, Equity & Compliance as the District officer responsible for receiving complaints of alleged unlawful discrimination. The Director, Diversity, Equity & Compliance is also responsible for coordinating the investigation of such complaints. If the Director, Diversity, Equity & Compliance is named in the complaint, the ~~President~~ **District Chancellor** or designee shall be responsible for coordinating the investigation of the complaint.

While employees, students and the general public are free to express their concerns about unlawful discrimination or unwelcome behavior directly to the individual(s) who offended them, there is no legal requirement to do so. A decision to exercise or not exercise this option will not preclude a complainant from seeking assistance through the District’s administrative process. You may call or write:

Riverside Community College District	(951) 222-8039 or
Office of Diversity, Equity & Compliance	(951) 222-8435
3845 Market St.	
Riverside, CA 92501-3225	

A. Complaints may also be filed with the outside agencies listed below as indicated.

Department of Fair Employment and Housing (DFEH) Employees/
Students/
General Public
www.dfeh.ca.gov

Equal Employment Opportunity Commission (EEOC) Employees
Wells Fargo Bank Building
401 B Street, Suite 510
San Diego, CA 92101
(800) 669-4000
www.eeoc.gov

U.S. Department of Education Office for Civil Rights (OCR) Students and/or
on behalf of
students and, in
certain
circumstances, by
employees
Old Federal Building, 50 United Nations Plaza, Room 239
San Francisco, CA 94102
(415) 556-4275
www.ed.gov

State Chancellor's Office California Community Colleges Employees/
Students
(CCCCO)
1102 Q Street, 3rd Floor
Sacramento, CA 95814-6511 (916)445-8752

B. Notice of these procedures for complaints of unlawful discrimination, along with the name, location, and telephone number of the District Officer responsible for compliance, shall be:

1. Distributed campus-wide at the beginning of each academic year;
2. Provided to new employees when they commence employment and all employees upon revision;
3. Published each term via the District's Web site, in a District-wide publication (i.e. College Catalog, Schedule of Classes, Student Handbook), or other means of wide circulation to new and continuing students at the time of enrollment; and
4. Posted in prominent locations accessible to students, prospective students, applicants for employment, current employees, and the general public at each campus.

- C. The Riverside Community College District has identified the Director, Diversity, Equity & Compliance to the State Chancellor’s Office and to the public as the single District officer responsible for receiving all unlawful discrimination complaints filed pursuant to Title 5, Section 59328, and for coordinating their investigation. The actual investigation of complaints may be assigned to other staff or to outside persons or organizations under contract with the District. Such delegation procedures will be used whenever the officer designated to receive complaints is named in the complaint or is implicated by the allegations in the complaint.

Administrators, faculty members, other District employees, and students shall direct all complaints of unlawful discrimination to the responsible District officer.

- D. The personnel listed below have been designated to implement steps, as indicated under role/responsibility, within these complaint procedures. Upon receiving intake information regarding allegations of unlawful discrimination, personnel shall promptly notify the Director, Diversity, Equity & Compliance of such information and any informal efforts at resolution.

<u>LOCATION</u>	<u>ROLE/RESPONSIBILITY</u>
Riverside Community College District Director, Diversity, Equity & Compliance (DE&C) (951) 222-8039 3845 Market St., Riverside, CA 92501	All complaints by Students/ Employees/General Public; Intake/Informal Resolution; Formal & Investigation
Riverside Campus Vice President Chancellor , Student Services and Operations (951) 222-8105 City Campus/Bradshaw Center – Room 207F Riverside, CA 92506	All complaints by Students/ Employees/General Public; Intake/Notify DE&C
Moreno Valley Campus - Provost 16130 Lassel St., Moreno Valley, CA 92551-2045 (951) 571-6160/Student Services Building	All complaints by Students/ Employees/General Public; Intake/Notify DE&C
Norco Campus – Provost 2001 Third St., Norco, CA 92860-2600 (951) 372-7015/Student Services Building	All complaints by Students; Employees/General Public; Intake/Notify DE&C

IV. ACADEMIC FREEDOM

The Riverside College District Board of Trustees reaffirms its commitment to academic freedom, and recognizes that academic freedom does not allow any form of unlawful discrimination. It is recognized that an essential function of education is a probing of opinions and an exploration of ideas that may cause some students discomfort. It is further recognized that academic freedom ensures the faculty's right to teach and the student's right to learn. Finally, nothing in these policies and procedures shall be interpreted to prohibit bona fide academic requirements for a specific community college program, course or activity.

V. PROCEDURES FOR FILING A COMPLAINT

All allegations of unlawful discrimination (including sexual harassment) that have been reported to the Office of Diversity, Equity & Compliance, or the personnel designated above, will be investigated promptly and equitably through these established procedures consistent with all statutory and constitutional due process requirements.

A. INFORMAL RESOLUTION (Optional) (Title 5, Section 59327)

1. Whenever any person brings verbal or written charges of unlawful discrimination to the attention of the Director, Diversity, Equity & Compliance, the Director shall:
 - a. Undertake efforts to informally resolve the charges, within thirty (30) calendar days, following the date of the complaint;
 - b. Advise the complainant that he or she need not participate in informal resolution;
 - c. Notify the person bringing the charges of his or her right to file a formal complaint and the procedure for doing so;
 - d. Assure the complainant that he or she will not be required to confront or work out problems with the person accused of unlawful discrimination;
 - e. Advise the complainant that he or she may file a nonemployment-based complaint with the U.S. Department of Education, Office for Civil Rights (OCR) where such a complaint is within that agency's jurisdiction at any time within 180 calendar days of the date the alleged incident of unlawful discrimination occurred; and
 - f. If the complaint is employment-related, the complainant should also be advised that he or she may file a complaint with the U.S. Equal Employment Opportunity Commission (EEOC) and/or the California Department of Fair Employment and Housing (DFEH) where such a complaint is within that agency's jurisdiction.

2. Efforts at informal resolution need not include any investigation unless the Director, Diversity, Equity & Compliance determines that an investigation is warranted by the seriousness of the charges. Selecting an informal resolution does not extend the time limitations for filing a formal complaint.
3. Efforts at informal resolution may continue after the filing of a formal written complaint, but after a formal complaint is filed, the District investigation must be conducted pursuant to Title 5, Section 59334, and will be completed unless the matter is resolved and the complaint is dismissed. Any efforts at informal resolution after the filing of a formal written complaint shall not exceed the ninety (90) calendar day period for rendering the administrative determination.
4. If an informal resolution is reached, a written statement will be sent to the parties involved within twenty (20) calendar days of its resolution. The statement will include a description of the resolution and notification to the complainant of the right to file a formal complaint, including the appropriate timelines.
5. In employment-related cases, if the complainant files with the Department of Fair Employment and Housing, a copy of that filing will be sent to the State Chancellor's Office requesting a determination of whether a further investigation under Title 5 is required. Unless the State Chancellor's Office determines that a separate investigation is required, the District will discontinue its investigation under Title 5 and the matter will be resolved through the Department of Fair Employment and Housing.
6. The District will provide for representation where required by law and may allow for representation for the accused and complainant in other circumstances on a case-by-case basis.

Authority: Cal. Code Regs., Title 5, §§ 59327, 59328, 59334, 59336, and 59339; NLRB v. Weingarten, Inc. (1975) 420 U.S. 251.

B. FORMAL COMPLAINT (Title 5, Section 59328)

An investigation of alleged unlawful discrimination will be initiated by filing a formal written complaint, on the "Unlawful Discrimination Complaint Form," attached hereto, which meets the following requirements:

1. The complaint shall be filed by one who alleges that he or she has personally suffered unlawful discrimination or by one who has learned of such unlawful discrimination in his or her official capacity as a

faculty member, administrator, or any other employee or student of the District.

2. The complaint shall be filed with the Director, Diversity, Equity & Compliance or with the **State** Chancellor of the California Community Colleges. The form from the State Chancellor's Office is at the following Web site:
<http://www.cccco.edu/divisions/legal/discrimination/discrimination.htm>.
3. The complaint shall be filed within one year of the date of the alleged unlawful discrimination or within one year of the date on which the complainant knew or should have known of the facts underlying the allegation of unlawful discrimination.
4. Once a formal complaint is filed, the individual(s) accused of engaging in prohibited discriminatory conduct shall be advised of that filing and the general nature of the complaint within twenty (20) calendar days from the date of the formal complaint notice. The District will also advise the accused that an assessment of the accuracy of the allegations has not yet been made, that the complaint will be investigated, that the accused will be provided an opportunity to present his/her side of the matter, and that any conduct that could be viewed as retaliatory against the complainant or any witnesses must be avoided.
5. **The District Director, Diversity, Equity & Compliance shall immediately forward to the Legal Affairs Division of the State Chancellor's Office every formal written complaint.**

Authority: Cal. Code Regs., Title 5, §§ 59311 and 593328

VI. WHEN A FORMAL WRITTEN COMPLAINT IS FILED IT WILL BE REVIEWED TO DETERMINE IF THE COMPLAINT MEETS THE FOLLOWING REQUIREMENTS:

- A. Must be filed on the appropriate form.
- B. Must allege unlawful discrimination prohibited under Title 5, Section 59300.
- C. Must be filed by one who alleges that he or she has personally suffered unlawful discrimination or by one who has learned of such unlawful discrimination in his or her official capacity as a faculty member, administrator, or any other employee or student of the District.

- D. In any complaint not involving employment, the complaint must be filed within one year of the date of the alleged unlawful discrimination or within one year of the date on which the complainant knew or should have known of the facts underlying the specific incident or incidents of alleged unlawful discrimination.
- E. In any complaint alleging discrimination in employment, the complaint shall be filed within 180 days of the date the alleged unlawful discrimination occurred, except that this period will be extended by no more than ninety (90) days following the *expiration* of that 180 days if the complainant first obtained knowledge of the facts of the alleged violation after the expiration of 180 days.

VII. NOTICE TO CHANCELLOR (Title 5, Section 59330)

Immediately upon receiving a complaint filed in accordance with Section 59328, the District shall forward a copy of the complaint to the **State Chancellor's Office**.

Authority: Section 11138, Government Code; and Section 70901, Education Code;
Reference: Sections 11135, 11136, and 11138, Government Code.

VIII. DEFECTIVE COMPLAINT (Title 5, Section 59332)

When the Director, Diversity, Equity & Compliance receives a complaint which he or she finds does not meet the requirements of the formal complaint, the Director will immediately return it to the complainant with a complete explanation of why an investigation will not be initiated under Title 5, California Code of Regulations, Section 59300 et seq. A copy of the notice to the complainant will also be sent to the **State Chancellor's Office**.

Authority: Cal. Code Regs., Title 5, §§ 59328, 59332

IX. DISTRICT INVESTIGATION (Title 5, Section 59334)

- A. Upon receiving a formal complaint which is properly filed, the District shall forward a copy of the complaint to the **State Chancellor's Office** and the District's Director, Diversity, Equity & Compliance, or an alternate investigator when necessary, will commence an impartial fact-finding investigation of that complaint and notify the complainant and State Chancellor that it is doing so, via a letter of acknowledgement within twenty (20) calendar days from the date that the formal complaint was received. (Complaints against faculty shall be processed consistent with the Academic Employee Collective Bargaining Agreement, Appendix J, except as prohibited by applicable law or regulation.)

1. The results of the investigation shall be set forth in a written report which shall include at least all of the following:
 - a. A description of the circumstances giving rise to the complaint;
 - b. A summary of the testimony provided by each witness, including the complainant and any witnesses identified by the complainant in the complaint;
 - c. An analysis of any relevant data or other evidence collected during the course of the investigation;
 - d. A specific finding as to whether discrimination did or did not occur with respect to each allegation in the complaint; and
 - e. Any other information deemed appropriate by the District¹.

 2. The following are expectations for all individuals involved in the confidential fact-finding investigation process:
 - a. To cooperate fully throughout the investigation and be truthful in answering questions and providing information to the District;
 - b. To provide the District with all information and documentation that may help in reviewing and addressing the allegations;
 - c. To remind the complainant, alleged offender, and witness(es) that the investigation is confidential, and they are not authorized to discuss the investigation; and
 - d. To ensure due process to all parties involved and to comply with federal and state laws and regulations prohibiting discrimination in programs receiving federal assistance, it is unlawful to retaliate against any individual who has made a charge, testified, assisted, or participated in any manner in the investigation.
- B. A copy of the written report will be sent to the complainant within sixty (60) calendar days from the date of the complaint, along with notice of the complainant's right to appeal to the District ~~President~~ **Chancellor** or designee (~~here and after "District President"~~).
- C. A written summary report will be sent to the accused within sixty (60) calendar days from the date of the complaint.

¹ The Office for Civil Rights (OCR) advises educational institutions to give one official responsibility for oversight and coordination of all sexual harassment complaints to ensure consistent practices and standards in handling complaints as well as coordination of record keeping. This will help ensure that the educational institution can and will resolve recurring problems and identify students or employees who have multiple complaints filed against them. The State Chancellor's Office advises that having the responsible district officer, named pursuant to Title 5, Section 59324, coordinate both sexual harassment and other unlawful discrimination complaints satisfies OCR's instruction on the subject.

D. Appeal of District investigation results

1. If the complainant is not satisfied with the results of the District Investigation he/she may appeal in writing (using the attached “Request for Hearing” form) to the District ~~President~~ **Chancellor** within ten (10) calendar days from the date of the written report.
2. The District ~~President~~ **Chancellor** will hear the appeal personally, or will choose to appoint a hearing panel of three (3) to five (5) members to conduct the hearing.
3. If the District ~~President~~ **Chancellor** appoints a hearing panel, such panel shall be comprised of administrators, faculty, staff, students or others, as deemed appropriate by the District ~~President~~ **Chancellor**. The hearing panel shall consider the report and recommendation of the Director, Diversity, Equity & Compliance, any written arguments submitted to the panel by the complainant or the accused, and may, at its discretion, request and consider testimony. The findings of the hearing panel shall be reported to the ~~President~~ **District Chancellor** in writing, along with recommended action(s) if appropriate.
4. The ~~President~~ **District Chancellor** shall render a decision on the complainant’s appeal no later than twenty (20) calendar days after the date of the appeal.
5. In cases of appeal, the decision of the District ~~President~~ **Chancellor** shall be deemed the District’s administrative determination. If no timely appeal is made **in accordance with Section IX(D)(1) above**, the decision of the Director, Diversity, Equity & Compliance, or alternate investigator, shall be deemed the District’s Administrative Determination. **In either case, the Complainant shall be promptly notified of his or her right to appeal to the District Board of Trustees as provided in Sections X(A)(4) or X(B)(4).**

X. ADMINISTRATIVE DETERMINATION (Title 5, Section 59336)

- A. In any case not involving employment discrimination, within ninety (90) calendar days of receiving a formal complaint, filed under Title 5, Sections 59300 et. seq., the District shall complete its investigation and forward a copy or summary of the investigative report to the complainant, and written notice setting forth all the following to both the complainant and the State Chancellor's Office:
1. The District's administrative determination as to whether there is probable cause to believe discrimination occurred with respect to each allegation in the complaint;
 2. A description of the actions taken, if any, to prevent similar problems from occurring in the future;
 3. The proposed resolution of the formal complaint to the extent permitted by law; and
 4. The complainant's right to appeal to the **District's** Board of Trustees and the State Chancellor's Office pursuant to Title 5, Sections 59338 and 59339.

The District will also forward a copy of the investigative report to the State Chancellor's Office in cases not involving employment discrimination. The District will keep the documents described in this Section X(A) on file for a period of at least three years after closing the case and will make them available to the State Chancellor upon request.

- B. In any case involving employment discrimination, within ninety (90) calendar days of receiving an unlawful discrimination complaint filed under Title 5, Sections 59300 et seq., the District shall complete the investigation and forward a copy or summary of the report to the complainant, and written notice setting forth all the following to the complainant:
1. The District's administrative determination as to whether there is probable cause to believe discrimination occurred with respect to each allegation in the complaint;
 2. A description of actions taken, if any, to prevent similar problems from occurring in the future;
 3. The proposed resolution of the complaint;-and,
 4. The complainant's right to appeal to the **District's** Board of Trustees; and the Department of Fair Employment and Housing.

The District will keep these documents on file for a period of at least three years after closing the case and make them available to the State Chancellor upon request.

The District recognizes the importance of and is therefore committed to completing investigations and resolving complaints as quickly as possible, consistent with the requirements for a thorough investigation.

XI. FINAL DISTRICT DECISION; APPEALS (Title 5, Section 59338)

Complainants have appeal rights that they may exercise if they are not satisfied with the results of the District's administrative determination. At the time the administrative determination and summary is mailed to the complainant, the responsible District officer or his/her designee shall notify the complainant of his or her appeal rights as follows:

- A. First level appeal: The complainant has the right to file an appeal to the District's Board of Trustees within fifteen (15) **calendar** days from the date of the administrative determination. The District's Board of Trustees will review the original complaint, the investigative report, the administrative determination, and the appeal.

The District's Board of Trustees will issue a final District decision in the matter within forty-five (45) **calendar** days after receiving the appeal. Alternatively, the District's Board of Trustees may elect to take no action within forty-five (45) **calendar** days, in which case the original decision in the administrative determination will be deemed to be affirmed and shall become the final District decision in the matter. A copy of the final decision rendered by the District's Board of Trustees will be forwarded to the complainant and, **in cases not involving employment discrimination**, to the State Chancellor's Office.

- B. Second level appeal: The complainant **shall be promptly notified in writing that he or she** has the right to file an appeal with the California Community Colleges State Chancellor's Office in any case not involving employment-related discrimination within thirty (30) **calendar** days from the date that the District's Board of Trustees issues the final District decision or permits the administrative determination to become final by taking no action within forty-five (45) **calendar** days. The appeal must be accompanied by a copy of the decision of the District's Board of Trustees or evidence showing the date on which the complainant filed an appeal with the District's Board of Trustees, and a statement under penalty of perjury that no response was received from the District's Board of Trustees within forty-five (45) days from that date.

Complainants must submit all appeals in writing.

- C. **Employment-related cases: In an employment-related case, the District will advise the complainant that he or she may file a complaint with the Department of Fair Employment and Housing or the U.S. Equal Employment Opportunity Commission.**

Authority: Cal. Code Regs., Title 5, §§ 59338 and 59339.

XII. FORWARD TO THE STATE CHANCELLOR'S OFFICE (Title 5, Section 59340)

- A. In any case not involving employment discrimination, within 150 calendar days of receiving a complaint, the District will forward the following to the State Chancellor's Office:
1. A copy of the final District decision rendered by the **District's** Board of Trustees or a statement indicating the date on which the administrative determination became final as a result of taking no action on the appeal within forty-five (45) days;
 2. A copy of the notice of appeal rights the District sent the complainant, and
 3. Any other information the State Chancellor's Office may require.
- D. The District will keep these documents on file for a period of at least three (3) years after the closing of the case, and in any case involving employment discrimination, make them available to the State Chancellor upon request.

XIII. EXTENSIONS

If for reasons beyond its control, the District is unable to comply with the ninety (90)-**calendar** day or 150-**calendar** day deadlines specified above for submission of materials to the complainant and the State Chancellor's Office, the responsible District officer will file a written request that the State Chancellor grant an extension of the deadline. **In cases not involving employment discrimination, the responsible District officer will also request an extension if the District is unable to meet the 150-calendar day deadline for submission of materials specified in Title 5, Section 59340, to the State Chancellor's Office.** ~~The~~ **Such** requests will be submitted no later than ten (10) **calendar** days prior to the expiration of the deadlines established by Title 5 in Sections 59336 and/or 59340 and will set forth the reasons for the request and the date by which the District expects to be able to submit the required materials.

A copy of the request for an extension will be sent to the complainant, who ~~will~~ **shall** be ~~advised~~ **notified** that he or she may file written objections with the State Chancellor within five (5) **calendar** days of receipt.

The State Chancellor may grant the request unless delay would be prejudicial to the ~~complainant~~ **investigation.** **In cases involving employment discrimination, the District may assume that the extension has been granted unless the State**

Chancellor’s Office notifies it within fifteen (15) calendar days from the date of the request that the request has been denied. If an extension of the ninety (90)-**calendar** day deadline is granted by the State Chancellor, the 150-**calendar** day deadline is automatically extended by an equal amount.

Authority: Cal Code Regs., Title 5, §§ 59342

XIV. RETALIATION IS PROHIBITED BY LAW

It is the policy of the Riverside Community College District to prohibit retaliation against an individual for making a complaint or participating in any manner in a complaint of unlawful discrimination. It is unlawful for anyone to retaliate against someone who files an unlawful discrimination complaint, who refers a matter for investigation or complaint, who participates in an investigation of a complaint, who represents or serves as an advocate for an alleged victim or alleged offender, or who otherwise furthers the principles of this unlawful discrimination policy. The filing of a complaint of unlawful discrimination (including sexual harassment) and/or the cooperation with persons investigating a complaint filed with District administration, U.S. Department of Education Office for Civil Rights, or any other outside agency, are activities protected from retaliation.

Authority: 20 U.S.C. §1681 et seq.; 34 C.F.R. § 106; Cal Code Regs., Title 5 § 59300 et seq.

A copy of these procedures will be given or mailed to the accused during the fact-finding process.

- A. Retaliation may involve, but is not limited to, the making of reprisals or threats of reprisals, intimidation, coercion, discrimination, or harassment following the initiation of an informal or formal complaint. Retaliation may include any of the following, but is not limited to:
 - 1. Adverse employment actions including, but not limited to, negative performance evaluations, disparate assignments, withholding of employment benefits, involuntary transfers, negative references, demotion or denial of earned promotion.
 - 2. Adverse academic/student services actions, including, but not limited to, negative evaluation of academic performance, alteration of grades or test scores, withholding of access to library, laboratory or computer facilities, withholding of grades or financial aid to which the student is otherwise entitled.

3. Adverse interpersonal actions including, but not limited to, ostracism, ridicule, threats, taunts, or other demeaning or threatening verbal or physical behavior.
- B. Procedure for enforcing the retaliation policy stated above:
1. An investigation may be initiated on the following basis indicating a potential act or threat of retaliation:
 - a. an informal or formal complaint;
 - b. a referral from a supervisor, employee or student, the general public; or
 - c. from any other source of information
 2. Under this procedure, retaliation may be the basis for a separate complaint.
 3. The Director of Diversity, Equity & Compliance, (951)222-8039 or **(951)222-8345** shall promptly investigate all acts of retaliation, of which he/she becomes aware, and inform the District ~~President~~ **Chancellor**.

XV. CONFIDENTIALITY OF UNLAWFUL DISCRIMINATION COMPLAINT RECORDS AND INFORMATION

The Riverside Community College District will maintain confidentiality in the execution of this procedure. All records and information regarding the discrimination complaint process are confidential. Confidential investigative information may be disclosed only to the complainant, and alleged offender. Confidential information may be disclosed on a need-to-know basis as determined by the Director, Diversity, Equity & Compliance.

Complainants must also recognize that persons who are accused of wrongdoing have a right to present their side of the matter, and his/her right may be jeopardized if the District is prohibited from revealing the name of the complainant or facts that are likely to disclose the identity of the complainant.

- A. If a complainant insists that his/her name not be revealed, the responsible officer should take all reasonable steps to investigate and respond to the complaint consistent with the complainant's request as long as doing so does not jeopardize the rights of other students or employees.
- B. Complainants and witnesses must understand the possibility that they may be charged with allegations of defamation if they discuss or circulate the charges outside of the District's process.

- C. Persons who make allegations outside of the processes, or who discuss their claims with persons outside of the process, may expose themselves to civil liability.
- D. Complainants, witnesses, and those accused of discrimination will be asked, but not required, to sign a confidentiality acknowledgement statement.

Authority: Cal. Const. Art.I, § 1; Civil Code § 47; Ed. Code, §§ 76234 and 87740; *Silberg v. Anderson* (1990) 50 Cal.3d 205; Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, Title 1X, Office for Civil Rights, January 19, 2001.

XVI. DISCIPLINARY ACTION AND PROCEDURES

- A. If evidence discovered in an investigation or hearing provided for in these procedures warrants consideration for any form of disciplinary action by the District to an employee or student, such action shall be administered in accordance with existing rules, regulations and policies of the District and the appropriate laws of the State of California.
- B. The District ~~President~~ **Chancellor** or designee shall have the authority to impose sanctions for any violation of these procedures and applicable policies within the appropriate guidelines and due process rights.
- C. Possible sanctions for findings of unlawful discrimination (including sexual harassment) as warranted under the particular circumstances, include:
 1. Employee: verbal warning, letter of reprimand, suspension, demotion or dismissal.
 2. Student: verbal warning, probation, suspension or expulsion.
 3. General Public: handled on a case-by-case basis.
- D. An individual who files a complaint pursuant to these procedures in which he/she knowingly makes false allegations shall have violated these procedures and be subject to applicable and appropriate disciplinary action.

XVII. RECORD RETENTION

Unlawful discrimination records will be retained with the Director, Diversity, Equity & Compliance. These records may be classified as Class-1 Permanent records and retained indefinitely or microfilmed in accordance with Title 5, California Code of Regulations, Section 59022. Unlawful discrimination records of a student that are deemed worthy of preservation, but not classified as Class-1 Permanent may be classified as Class-2 Optional records or as Class-3 Disposable records to be retained for a period of three years.

All such records will be made available to the State Chancellor's Office upon request.

The records will be retained in the Office of Diversity, Equity & Compliance, and will be purged and shredded at the appropriate time.

Authority: Cal. Code Regs., Title 5, § 59020

XVIII. TRAINING AND EDUCATION

- A. The Director, Diversity, Equity & Compliance shall be responsible for providing a training/education program on these procedures and the applicable policies and regulations to all new and current employees, as well as all new and continuing students, on a systematic basis. The program shall include, but not be limited to, the following:
 - 1. The serious nature of unlawful discrimination (including sexual harassment);
 - 2. The consequences of unlawful discrimination;
 - 3. The implementation of appropriate sanctions; and
 - 4. An individual's rights under federal and state law and District policies.
- B. The Director, Diversity, Equity & Compliance shall also be responsible for providing annual training programs on the unlawful discrimination policy and procedure to all District employees. During the first year of employment, all new District employees will receive information on the policy and enforcement procedures.
- C. Because of their special responsibilities under the law, all administrators, managers and supervisors will undergo mandatory annual training.
- D. In years in which a substantive policy or procedural change has occurred, all District employees will attend a training update and/or receive a copy of the revised policies and procedures.
- E. A training program or informational services will be made available to all students at least once annually. The student training or informational services will include an explanation of the policy, how it works, and how to file a complaint. In addition, a copy of the District's written policy on unlawful discrimination, as it pertains to students, will be provided as a part of any

orientation program conducted for new students at the beginning of each quarter, semester, or summer session, as applicable.

- F. All personnel designated to implement these procedures shall have sufficient knowledge and training to investigate and resolve complaints regarding Title VI, Title VII and Title IX discrimination, including sexual harassment.

Authority: Ed Code, § 66281.5; Cal. Code Regs., Title 5, §§ 59324 and 59326.

Reference: Cal. Code Regs., Title 5, §§ 59300 et seq.; 34 C.F.R. § 106.8(b).

XIX. FORMS AND LEGAL REFERENCES

- 1) Request for Hearing Form
- 2) Unlawful Discrimination Complaint Form

Government Code Sections 11135-11139.5;
Education Code Section 200 et seq., and Section 87100 et seq.;

Equal Employment Opportunity:

- Title VII of the Civil Rights Act of 1964
 - Sex Discrimination
 - Race Discrimination
 - Religious Discrimination
 - National Origin Discrimination
 - Equal Pay Act of 1963
 - Disability Discrimination
 - Americans with Disabilities Act of 1990
 - Rehabilitation Act of 1973, Section 504
 - Age Discrimination in Employment Act of 1967
- Students and Program Nondiscrimination:
- Title VI of the Civil Rights Act of 1964
 - Title IX of the Education Amendments of 1972
 - Title II of the Americans with Disabilities Act of 1990
 - Rehabilitation Act of 1973, Section 504
 - Age Discrimination Act of 1975

Affirmative Action in Employment:

- Executive Order 11.246
- Rehabilitation Act of 1973, Section 503
- Vietnam Era Veterans Readjustment Act of 1974

Agreement between RCCD and RCC Chapter CTA/NEA

- While policies are reconciled, if there is a difference in time limits between this policy and the Agreement, time lines set forth in applicable federal and state laws and regulations will prevail.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

Report No.: IV-A-1-a

Date: April 19, 2005

Subject: Academic Personnel

1. Appointments

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

It is recommended the following appointments be approved:

a. Management

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Sandra Baker	Dean/Director, Nursing Education	04/01/05	19.0

b. Contract Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Melissa Bader	English Instructor (Norco)	08/30/05	F-7
Daniel Bernier	Chemistry Instructor (Riverside)	08/30/05	H-3
Amanda Brown	Mathematics Instructor (Riverside)	08/25/05	G-5
Jami Brown	Sociology Instructor (Riverside)	08/25/05	H-8
William Elton	Physical Education Instructor (Riverside)	08/25/05	C-4
Dominique Hitchcock	Spanish Instructor (Norco)	08/30/05	H-10
Fen Johnson	Mathematics Instructor (Moreno Valley)	08/30/05	C-7
Jacqueline Lesch	Public Services Librarian (Riverside)	05/02/05	D-6
Lisa Nelson	English Instructor (Norco)	08/25/05	H-5
Jason Parks	Mathematics Instructor (Norco)	08/30/05	C-4
Samuel Pessah	Italian/French Instructor (Riverside)	08/25/05	D-7
William Phelps	Geology Instructor (Riverside)	08/25/05	G-5
Marc Sanchez	Mathematics Instructor (Riverside)	08/25/05	G-6
Beverlyann Schaadt	Mathematics Instructor (Riverside)	08/30/05	C-2
Leo Truttman	Chemistry Instructor (Riverside)	08/25/05	H-2

c. Long-Term, Temporary Faculty, 2005-06 Academic Year

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Heather Gonzalez	English Instructor (Norco)	08/25/05	G-6
Andres Elizalde	English Instructor (Norco)	08/25/05	D-3
David Hill	Chemistry Instructor (Riverside)	08/25/05	H-3
Richard Ries	Mathematics Instructor (Norco)	08/25/05	G-2

Report No.: IV-A-1-a

Date: April 19, 2005

Subject: Academic Personnel

1. Appointments – cont.

d. Special Assignments

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

e. Overload Assignment, Spring Semester 2005

<u>Name</u>	<u>Subject</u>
Deborah Hall	Education
Rebecca Loomis	Anatomy
Matthew Murray	English
Kathy Nabours	Mathematics
Daniel Ortega	Guidance/Counseling
Sylvia Thomas	Work Experience
Jeffie Townsell	Counseling
I-Ching Tsai	Music

f. Part-Time Faculty, Hourly Assignments, Spring Semester 2005

The individuals specified on the attached list.

g. Child Development Center Hourly Employees, Spring Semester 2005

The individuals specified on the attached list.

h. Part-Time Faculty, Hourly Assignments, Winter Intersession 2005

The individuals specified on the attached list.

i. Coordinators, 2004-05 Academic Year

<u>Name</u>	<u>Activity</u>	<u>Stipend</u>
Pamela Whelchel	Math Lab – Riverside	100%
Sheila Pisa	Math Lab – Moreno Valley	100%
Janet Frewing	Math Lab – Norco	25%
Robert Prior	Math Lab – Norco	75%

2. Request for Donation of Leave Credits

It is recommended the Board of Trustees approve donation of leave credits, accumulated from District employees and donated to Ms. Blaga Pauley, Instructor of Mathematics, under the provisions of California Education Code Section 87045, effective upon exhaustion of accrued sick leave or April 20, 2005 whichever is sooner.

Report No.: IV-A-1-a

Date: April 19, 2005

Subject: Academic Personnel

3. Salary Reclassifications

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

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

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Chad Bemis	C	D
Kenneth Cramm	E	F
Diane Dieckmeyer	F	G
Hayley Garcia	C	D
Karin Skiba	E	F

4. Request for Participation in Reduced Employment Program

The Agreement between Riverside Community College District and the Riverside Community College Chapter CCA/CTA/NEA provides for faculty participation in the Reduced Employment Program; and the Department Chair, Dean, and Vice Chancellor have reviewed and support the following request.

It is recommended the Board of Trustees approve the request of Janis Binam, Associate Professor of Anthropology, and allow her to participate in the Reduced Employment Program with a teaching load of 70% for the 2005-06 academic year.

5. Requests for Unpaid Leave of Absence

The Agreement between Riverside Community College District and the Riverside Community College Chapter CCA/CTA/NEA provides for faculty unpaid leaves of absence. The following faculty members have requested such unpaid leaves of absence for the remainder of the spring semester 2005.

It is recommended the Board of Trustees approve a leave without pay for the following faculty members: Dasiea Cavers-Huff, effective April 1, 2005 through the remainder of the spring semester 2005; and Richard Velez, effective April 22, 2005 also through the reminder of the spring semester 2005.

Report No.: IV-A-1-a

Date: April 19, 2005

Subject: Academic Personnel

6. Requests for Sabbatical Leaves

The Agreement between Riverside Community College District and the Riverside Community College Chapter CCA/CTA/NEA provides for faculty sabbatical leaves. The Professional Growth and Sabbatical Leave Committee has reviewed the following requests;

It is recommended the Board of Trustees grant the following sabbatical leave requests:

- a. Kristine Anderson, Associate Professor of English, for the 2005–06 academic year, at 70% compensation and 30% assignment, for the purpose of research, writing, and submission of articles to scholarly journals addressing issues of Latin American poetry, especially poetry by women; the translation of Spanish-language poetry into English; and creation of an original manuscript of poetry to submit to book publishers.
- b. Rita Chenoweth, Associate Professor of Dance, for the 2005–06 academic year, at 70% compensation and 30% assignment, for the purpose of research, creation and production of multi-media presentations based on the life and work of Jack Cole; the continued study of yoga and introductory courses in classical Indian dance forms, both of which had profound effects on Cole’s technical and choreographic work; and the creation production and performance of an original work of choreography inspired and influenced by Jack Cole.
- c. Sharon Crasnow, Associate Professor of Philosophy, for the 2005–06 academic year, at 70% compensation and 30% assignment, for the purpose of work on a book on the objectivity of science including competition of a prospectus and sample chapters; submission for publication of at least two papers that will be chapters of the book; and to research ways in which thinking about science and scientific knowledge can be incorporated into our critical thinking curriculum culminating in the construction of a website for use with a critical thinking course and accessible to other faculty and students at the college.
- d. Tammy DiBenedetto, Associate Professor of English, for the 2005–06 academic year, at 70% compensation and 30% assignment, for the purpose of fulfillment of requirements for a Ph.D. in English at the University of California, Riverside, including preparation for and taking of Ph.D. qualifying exams and the writing of a dissertation.

7. Separation

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

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

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Barbara Adams	Assistant Professor, Speech Communication	06/09/05	Personal

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

Report No.: IV-A-1-b

Date: April 19, 2005

Subject: Classified Personnel

1. Appointments

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

a. District

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Kjersti Berry	Support Services Specialist Aide (Floating Position)	04/20/05	12-1	Appointment
Kimberly Brooks	Disabled Student Services Specialist (MV Campus)	04/20/05	18-1	Appointment
Keith Coleman	Support Services Specialist Aide (Floating Position)	04/20/05	12-1	Appointment
Maria Contreras	Matriculation Specialist (Norco Campus)	04/20/05	19-4	Promotion
Guadalupe Delgadillo	Matriculation Specialist (Riverside Campus)	04/20/05	19-1	Appointment
Lily Golondzinier	Senior Academic Evaluations Specialist	04/20/05	21-6	Promotion
Laura Hankins	Instructional Department Specialist (Norco Campus)	04/20/05	17-1	Appointment
Melissa Jamison	Support Services Specialist Aide (Floating Position)	04/20/05	12-1	Appointment
Vickie Kelley	Administrative Secretary II/ Finance	05/02/05	8-1	Promotion (Confidential)
Aikia Marshall	Student Services Technician (Moreno Valley Campus)	04/20/05	16-1	Appointment
Alicia Montemayor	Student Services Technician (Norco Campus)	04/20/05	16-5	Transfer
Paulette Saunchez	Laboratory Technician (Moreno Valley Campus)	04/20/05	17-1	Appointment
Kevin Shepler	Maintenance Mechanic/ Locksmith	05/03/05	20-1	Appointment
Reyna Sorensen	Payroll Manager	05/05/05	15.5	Appointment (Management)

Subject: Classified Personnel

1. Appointments - Continued

a. District – Cont’d

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Carmen Valencia	Matriculation Specialist (Moreno Valley Campus)	04/20/05	19-5	Promotion
Ralph Velasquez	Custodial Manager	04/20/05	10.6	Promotion (Management)

b. Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Retroactive To</u>	<u>Salary</u>	<u>Action</u>
Robert Corona	Interim Director, Center for International Trade Development (Not to exceed 1 year)	07/01/04	13.3	Appointment (Management)

c. Short Term

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

d. Temporary as Needed Student Workers

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

e. Community Education Program – Spring Semester 2005

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

<u>Expert/Presenter</u>	<u>Program (Class)</u>	<u>Start Date</u>	<u>End Date</u>
Alfredo Aviles	Drivers Education	01/01/05	05/31/05

f. Special Projects

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

Costume Coordinator – Celebrate Dance (05/15/05 – 05/21/05)

Caron James – Total amount not to exceed \$500

US Department of Education Gear Up Proposal Development (02/23/05 – 06/30/05)

Marilyn Martinez-Flores – Total amount not to exceed \$10,000

Subject: Classified Personnel

2. Reclassification of Classified Employee – Bargaining Unit

Board Policy 4045 provides for reclassification of classified positions. It is recommended the Board of Trustees approve the range and title classification, as shown below, retroactive to April 1, 2005:

<u>Incumbent</u>	<u>Current Title/Range</u>	<u>Proposed Title/Range</u>
Stacy Parsons	Clerk Typist (Part-time, 57.5%) Range: 13-2 (Classified)	College Receptionist (Part-time, 57.5%) Range 14-2 (Classified)

3. Professional Growth

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

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

Mr. Medlock has completed the required coursework (Step 1 – 12 units of job related coursework; Step 2 – 12 units of coursework; Step 3 – 12 units of job related coursework) and is just now submitting his request for three professional growth achievement steps.

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

<u>Name</u>	<u>Title</u>	<u>Achievement Steps Earned</u>
Phillip Medlock	Student Resources Specialist	1@\$40, 2@\$35, 3@\$40

4. Permanent Increase in Workload

At it's meeting of May 19, 2004, the Board of Trustees approved a request to temporarily extend a reduced workload from 100% to 85% for Joan Rován, Senior Graphics Designer, effective July 1, 2004 through June 30, 2005. Ms. Rován has requested that her workload be permanently adjusted back to 100%. The area Associate Vice Chancellor supports her request;

It is recommended the Board of Trustees approve Ms. Rován's request to return to her regular workload of 100%, effective May 1, 2005.

Subject: Classified Personnel

5. Return to Regular Workload

At its meeting of December 14, 2004, the Board of Trustees approved a request to temporarily increase David Daley, Laboratory Technician, from 75% to 100%, retroactive to November 15, 2004. This is the request of the area Dean.

It is recommended the Board of Trustees approve Mr. Daley's return back to his regular workload of 75%, retroactive to April 9, 2005.

6. Request to Adjust Effective Date of Interim Appointment

At its regular meeting of October 19, 2004, the Board of Trustees approved the appointment of Jeffrey Williamson as Interim Statewide Director, Center for International Trade Development (categorically funded), effective October 20, 2004. The area dean requested the effective date to be retroactive to July 1, 2004.

It is recommended the Board of Trustees adjust the appointment of Mr. Williamson as Interim Statewide Director, Center for International Trade Development (categorically funded) to be effective July 1, 2004.

7. 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 Anthony Puzzuto, Warehouse Supervisor, for the period of February 9 – 11, 2005, (a total of 3 working days). Mr. Puzzuto meets the college service requirements.

8. 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 categorically-funded employee Angela Allison, retroactive to April 11, 2005.

Subject: Classified Personnel

9. Request to Rescind Classified Appointment

At its meeting of March 15, 2005, the Board of Trustees approved the appointment of Joel Hollihan, Maintenance Mechanic/Locksmith. Mr. Hollihan declined his appointment;

It is recommended the Board of Trustees rescind the appointment of Joel Hollihan, Maintenance Mechanic/Locksmith.

10. Separations

In accordance with Board Policy 1040.1, the Chancellor has accepted the following resignations, effective at the end of the workday:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Aprell Davie	Secretary II	03/10/05	Personal
Maria Elena Diaz	Instructional Department Specialist	04/29/05	Personal
Patricia Harris	Instructional Department Specialist	04/07/05	Personal
Cheryl Hudson	Maintenance Mechanic/Facilities	05/20/05	Retirement
Marilyn Kenney	Instructional Department Specialist	04/29/05	Retirement
Christina Reza	Business Development Assistant	04/01/05	Career Advancement

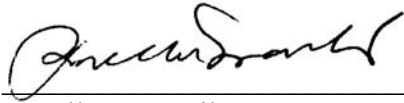
Report No.: IV-A-1-b

Date: April 19, 2005

Subject: Classified Personnel

Submitted by:

Transmitted to the Board by:



Rosella Q. Marilao
Associate Vice Chancellor, Human Resources

Salvatore G. Rotella
Chancellor

Concurred by:

Virginia MacDonald
Chief of Staff/Executive Assistant to
the Chancellor

Ray Maghroori
Vice Chancellor, Academic Affairs

James L. Buysse
Vice Chancellor, Administration and Finance

Linda Lacy
Vice Chancellor, Student Services/Operations

Brenda Davis
Provost, Norco Campus

Richard Tworek
Provost, Moreno Valley Campus

Curriculum Development Cluster in Writing RSA (Spring 2005)

Develop new writing-based courses appropriate to Riverside School for the Arts program, to participate in discussions regarding the curriculum clusters, to edit submissions of new courses for compliance with templates, to review and evaluate K-12 "Humanities Out There", screenwriting, film studies and/or playwriting curriculum. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Kristine Anderson – Total amount to be paid not to exceed \$475.20

Cynthia Morrill – Total amount to be paid not to exceed \$950.40

Bonnie Pavlis – Total amount to be paid not to exceed \$950.40

Susan St. Peters – Total amount to be paid not to exceed \$712.80

School of Education Oral Language Pre-K Parent Orientation Event (Spring 2005)

By RCC Early Childhood Studies/Alvord Unified School District. Planning and facilitating oral language workshops for parents during spring 2005 event on May 25 at Twinhill Elementary School.

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

Monica Graves – Total amount to be paid not to exceed \$1,000

Barbara Kirby – Total amount to be paid not to exceed \$1,000

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

Jennifer Johnston – Total amount to be paid not to exceed \$1,000

Compensation at Range 4, Step 5 of the Early Childhood Development Center Salary Schedule.

Carmen Tyrrel – Total amount to be paid not to exceed \$1,000

Revision of Report Writing Curriculum for Basic Academy (Spring 2005)

Revise content material, revise presentation of materials. Compensation at Group 1, Step 1 of the Faculty Hourly Salary Schedule.

Robert Brough – Total amount to be paid not to exceed \$1,190.70

Celebrate Dance (Spring 2005)

Lighting design and execution. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Mark Haines – Total amount to be paid not to exceed \$1,700

Early Childhood Pathway (Spring 2005)

Develop Tech Prep Pathway for ECS. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Debbie Cazares – Total amount to be paid not to exceed \$200

Mary Flyer – Total amount to be paid not to exceed \$200

Kim Metcalfe – Total amount to be paid not to exceed \$200

Sharon Yates – Total amount to be paid not to exceed \$200

Winter Intersession Coaching Pay (Winter 2005)

Prepare for the upcoming baseball season. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Dennis Rogers – Total amount to be paid not to exceed \$1,900.80

Vice Chancellor Mini Grant for Grant Application (Spring 2005)

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

NASA Johnson Space Center – White Sands Test Facility CFT ANN Tool Optimization

Mark Lehr – Total amount to be paid not to exceed \$1,000

Program for Research and Education with Small Telescopes

Dipen Bhattacharya – Total amount to be paid not to exceed \$1,000

Multi-Modal Learning Approach to Developmental Mathematics Education

Chad Bemis – Total amount to be paid not to exceed \$500\

Kenneth Cramm – Total amount to be paid not to exceed \$500

Frank Marfai – Total amount to be paid not to exceed \$500

Michael Montano – Total amount to be paid not to exceed \$500

Kathy Nabours – Total amount to be paid not to exceed \$500

Pamela Whelchel – Total amount to be paid not to exceed \$500

Screening/Interviewing Committee (Winter 2005)

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

Janet Frewing – Total amount to be paid not to exceed 8 hours

Stipend for use of Online Materials (Spring 2005)

Glenn Hunt – Total amount to be paid not to exceed \$100

Kristina Kauffman – Total amount to be paid not to exceed \$600

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

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

Carolyn Quin – Total amount to be paid not to exceed \$600

Charlie Richards – Total amount to be paid not to exceed \$100

Jan Schall – Total amount to be paid not to exceed \$200

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

Spring Part-Time Faculty Workshop for the English Department (Winter 2005)

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

Alma Millar – Total amount to be paid not to exceed \$75

Adjudicator for Showcase Riverside (Spring 2005)

Adjudicate RCC and guest ensembles for the festival. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Gerhard Guter – Total amount to be paid not to exceed \$775

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

Jodi Julian – Total amount to be paid not to exceed \$700

Summer Supervision of Production Printing (Summer 2005)

Part time supervision of Production Printing staff during summer 2005. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Richard Finner – Total amount to be paid not to exceed \$3,207.60

Pre-Collegiate Curriculum Development (Spring 2005)

Develop and write a modular curriculum at the pre-collegiate level in Mathematics and/or Reading. The work will also include exploring appropriate diagnostic tools to complement the curriculum development.

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

Mitzi Sloninger – Total amount to be paid not to exceed \$4,752

Pamela Whelchel – Total amount to be paid not to exceed \$1,663.20

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

Frank Marfai – Total amount to be paid not to exceed \$1,627.29

Kathy Nabours – Total amount to be paid not to exceed \$1,627.29

Education Preparation Title V Grant (Spring 2005)

TRDP CBEST Preparation Workshop Presenter. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Matthew Henes – Total amount to be paid not to exceed \$500

Lisa Sarigiani – Total amount to be paid not to exceed \$500

Edit and Update of 4faculty.org Website (Spring 2005)

Review, edit and update of 4faculty materials on Student Learning Outcomes. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Cordell Briggs – Total amount to be paid not to exceed \$800

Susan Ingham – Total amount to be paid not to exceed \$800

Teach Master Class at RCC Jazz Festival (Spring 2005)

Teach a Rhythm Section Master Class on May 14, 2005. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Bob Dominguez – Total amount to be paid not to exceed \$200

Jeff Stover – Total amount to be paid not to exceed \$200

English and Speech Communication Department Faculty Workshop (Winter 2005)

Participate in workshop sponsored by Title V to discuss ways to use resources in the Writing and Reading Center. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Martie Parsley – Total amount to be paid not to exceed \$75

NAME	SUBJECT
Acevedo, Roland	Administration of Justice
Baker, Lance	Athletics Sub
Beckman, Duane	Administration of Justice
Bell, Bonnie	Music
Bergendahl, Kellie	Dental Hygiene
Blomdahl, Bruce	Administration of Justice
Boyer, Wayne	Nursing
Chatfield, Anthony	Athletics
Duffer, Roger	Music
Ellingston, Linda	Geography
Esquivel-Wessler, Raquel	Office Administration
Feinstein, Mervin	Administration of Justice
Fischer, Kathleen	Administration of Justice
Guter, Gerhard	Music
Hughes, Vanessa	Administration of Justice
Jaquez, Manuel	sub in Manufacturing Technology
Jimenez, Gilbert	sub in History
Johansen, Lawrence	Music
Kinsey, Richard	Music
Klintworth, Paul	Music
Lau, Sylvia	Music
Libertini, Richard	Music
Macgregor, Michael	Fire Technology
Mott, John	Administration of Justice
O'Connor, Phil	Music
Ogbebor, Esohe	Nursing
Ogbuchiekwe, Chinye	Nursing
Partida, John	Cosmetology
Reading, Suzanne	Sub in Political Science
Richmond, Ronald	Fire Technology
Santiago, Kevin	Sub in Welding
Schmidt, Steven	Music
Sherohman, Anneke	Culinary Arts
Sprague, Ed	Fire Technology
Stalter, James	Business
Stover, Jeffrey	Music
Swensen, Linda	Dance
Tattoo, Madeleine	Child Development
Vega, Daniel	Counseling
Vlieg, Pamela	Music
Walag, Stephen	Sub in Photography
Wood, Terry	Administration of Justice
Zive, Ina	Dental Hygienist

<u>NAME</u>	<u>POSITION</u>
Misty Baum	Pre-school Associate Teacher, Hourly
Lisa Beltran	Early Childhood Master Teacher, Hourly
Shirley Bijani	Early Childhood Master Teacher, Hourly
Ashontis Carroll	Pre-school Associate Teacher, Hourly
Glorimar Cole	Pre-school Teacher, Hourly
Regina Hunter Glover	Pre-school Teacher, Hourly
Nancy Mercer	Pre-school Teacher, Hourly
Jessica Pulido	Pre-school Teacher, Hourly
Sherry Riley	Pre-school Associate Teacher, Hourly
Christina Rivera	Early Childhood Master Teacher, Hourly
Rebecca Rodriguez	Pre-school Associate Teacher, Hourly
Sarah Shanahan	Pre-school Associate Teacher, Hourly
Carmen Tyrrel	Early Childhood Master Teacher, Hourly
Brenda Vinson	Pre-school Associate Teacher, Hourly
Sandra Weaver	Early Childhood Master Teacher, Hourly
Emily Winsell	Early Childhood Master Teacher, Hourly

NAME	SUBJECT
Almasy, Corey	Physical Education
Balamonte, Nicholas	Humanities
Bingham, Timothy	Fire Technology
Blomdahl, Bruce	Administration of Justice
Christensen, Christopher	Fire Technology
Clements, Charles	Fire Technology
Cornejo, Eduardo	Physical Education
Daley, Bryan	Administration of Justice
Pritchard, Randy	Emergency Medical Technology
Redden, Ronald	Fire Technology
Rees, David	Fire Technology
Robles, Magdalena	Emergency Medical Technology
Sprague, Ed	Fire Technology
Sullivan William	Administration of Justice
Tate, Curtis	Emergency Medical Technology
Vogt, Eric	Fire Technology
Vroom, Dennis	Administration of Justice
Wait, Cynthia	Administration of Justice
Wickremesinghe, Manoj	Counseling
Wu, Stephen	Emergency Medical Technology

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
SABBATICAL LEAVE REQUEST FORM**

FACULTY MEMBER Kris Anderson

DEPARTMENT English and Speech Communication

DATES AND DURATION OF SABBATICAL LEAVE REQUESTED:
(Review Article XIII, Section M, of the Agreement between the Riverside Community College District and the Riverside Community College Chapter CTA/NEA for details.)

FULL YEAR'S LEAVE FOR 2005-2006
(70% REGULAR SABBATICAL LEAVE)

FULL YEAR'S LEAVE FOR _____
(100% SPECIAL SABBATICAL LEAVE)

SEMESTER LEAVE FOR _____
(100% SEMESTER SABBATICAL LEAVE)

RETURN TO INDUSTRY LEAVE FOR _____

ABSTRACT OF PURPOSE OF SABBATICAL LEAVE:

I am requesting a one-year sabbatical leave to pursue the following projects:

- to research, write, and submit articles to scholarly journals (juried publications) addressing issues of Latin American poetry, especially poetry by women;
- to translate Spanish-language poetry into English; and
- to create an original manuscript of poetry to submit to book publishers.

Complete this form and the top section of the Sabbatical Leave Request form along with the draft Sabbatical Leave Proposal (see attached outline.) Submit to the Office of Academic Affairs by February 15 for the following academic year and by May 15 for the following spring semester only. A "Certificate of Health" signed by physician must accompany this application (Article XIII, M,3,d).

November 15, 2004

TO: Professional Growth and Sabbatical Leave Committee

FROM: Kris Anderson
Associate Professor, English

SUBJECT: Request for Sabbatical Leave for the 2005-2006 Academic Year

General Introductory Overview

In December 2004, I will receive an MFA (a terminal degree) from New England College. Of course, a degree is really a beginning: what follows is one's application of the knowledge gained in the process of obtaining the degree.

My professors and the director of the MFA program have encouraged me to continue scholarly work in my area of interest, which is Latin American poetry, especially poetry by women, and to continue my own creative work in poetry along with submitting my work for publication. Thus, I am requesting a one-year sabbatical leave to pursue the following projects:

- to research, write, and submit articles to scholarly journals (juried publications),
- to work on translations of poetry from Spanish to English, and
- to create an original manuscript of poetry to submit to book publishers.

Specific Goals for the Sabbatical Leave

Studies for the MFA introduced me to the field of Latin American women poets. Interestingly, few of these writers are known in the United States, though their work is prevalent and well respected in other countries of our hemisphere and, in many cases, in Europe as well. A sabbatical would allow me to **research** poets whose work has long been obscure in the United States. This project will take me into major research libraries (such as the libraries of the University of California system) and, especially in cases where sources are scarce or difficult to obtain, will require me to consult personally with experts in the field. Following research, I propose **writing** one to two scholarly articles each semester and **submitting these articles for publication**.

Similarly, my MFA work led me into the field of **translation**. Exposure to the translated work of Latin American writers brought me into the busy, sometimes confusing

intersection of language, meaning, and craft. Prompted by the strong urging of my professors at New England College, I intend to study ways that translation renders the meaning and art of a poem from one language to another. To do this, I will look for texts not yet translated into English, will work closely with the body of work of one or two particular poets, and will conduct research as needed to immerse myself into the language of the text. Ultimately, I intend to produce Spanish-to-English translations of Latin American poems by selected writers. These translations also would be **submitted for publication**. They may, though they won't necessarily, accompany scholarly articles submitted to journals. Translations also are published in literary journals; the skill of translation is critically valued in the field of poetry. In fact, a number of prizes exist to recognize translations of poetry.

Having just completed a terminal degree in the field of writing, I wish to use the sabbatical time also to create **a manuscript of original poetry to submit for publication**. Because I am drawn to historical and literary subjects, **research** often precedes my process of composition. For example, I may write a poem focusing on a character in a Shakespeare play or a biblical figure. Following composition, individual poems are submitted for publication in literary journals; the entire manuscript is submitted book publishers.

Semester Breakdown of Activities to Meet the Goals

The breakdown below represents a full-year sabbatical leave at 70 percent, accounting for approximately 28 hours per week for two sixteen-week semesters. (A regular work week = 40 hours. Seventy percent of a 40-hour week is 28 hours.) Frankly, I anticipate spending significantly more hours on research and writing than what are listed here, but this schedule can serve as a basic framework.

In addition, the weeks of the semester are unlikely to be identical. Research will be concentrated more in the early weeks of the semester, with a heavier writing schedule later.

Schedule for each semester (fall 2005, spring 2006)

- Research (total of approximately 192+ hours / 12+ hours per week)
 - Latin American women poets (one or two): I will determine one or two specific poets as my subject by examining current scholarly articles and trends in the field, locate and study critical and biographical texts about each poet's background and body of work, obtain copies of the poet's work in the original Spanish and, when possible, in English translations.

- Issues of translation: I will study critical texts for current trends in and discussions of translation, determine the availability of translated works by specific poets, choose three or more Spanish-language poems to translate (based on lack of translations or weak translations currently available in English).
- Original poetry: I will study primary and secondary sources related to historical, literary, or cultural subjects for poems.
- Writing (total of approximately 224+ hours / 14+ hours per week)
 - Scholarly articles on Latin American women poets: I will analyze and synthesize information from research, form theses and compose scholarly articles with full documentation.
 - Translations: I will work closely with original texts to bring two or more poems from their original Spanish into English without losing the works' poetic quality.
 - Original poetry: I will compose poems of various forms, including traditional/received forms and open form, some of which will be based on researched subjects.
- Submissions for publication (total of approximately 48+ hours / 3 hours per week)
 - Scholarly articles: I will select appropriate journals, format my articles (including documentation) for the specific publications, compose cover letters, and compile other necessary materials for submission. As the semester progresses, I will follow-up on previous submissions as needed.
 - Translations: I will select appropriate journals, format translations and prepare pages as required for submission to specified publications, compose cover letters, and follow-up on previous submissions as needed.
 - Original poetry: I will format final copies of poems, compose cover letters, and submit packets of three or five to journals. I will follow-up on previous submissions as needed. *Spring semester only:* I will organize the full manuscript of poetry with title page and table of contents and end notes as needed.

Outcomes of the Sabbatical Leave

Measurable, tangible outcomes include the articles, translations, and poems I will have produced. Scholarly papers, translations, and original poems will be evidence of my efforts. Although these works will be submitted for publication, and my records of submission will be available to this committee at any time, submission does not guarantee publication. I will make every effort to submit to publications most likely to accept the type of work I have produced. Even so, it should be noted that many journals require up

to several months to make final selections of articles, translations, and poems to be published, so I may not know the full outcome of these activities until well into the year following my sabbatical.

The professional activities of this proposed sabbatical would enhance my contribution to the District in a number of ways:

- My scholarly work and translations will keep me active in the broader community of literature scholars in the academy. Furthermore, publication of creative work will place me solidly within the international community of writers-educators. In both cases, my participation in these academic communities identifies Riverside Community College as a participant, as I represent the college by virtue of my tenure here.
- Riverside Community College's Riverside campus serves a significant and growing number of Hispanic students. Many other students at the college have been raised here in southern California, a culture permeated by Hispanic language and tradition. In the classroom, students respond to readings that touch their experience and their family's experience. Because an effective teacher is one who can make learning relevant to students' lives, my work with the literature and writers of Latin America will enhance my teaching.
- Focus on Latin American literature makes me more knowledgeable about the language and culture of some of the United States' closest neighbors, an awareness that is especially relevant in our day of global culture and communication. In fact, part of my responsibility as a college instructor in the twenty-first century is to bring a global perspective to the classroom.
- Much cutting-edge literature of the twentieth into the twenty-first century has emerged from Latin America. Not only is it useful, but absolutely appropriate, for a faculty member who teaches writing and literature to be fully aware of the current and historical trends of this important work—including its style, themes, and history—as well as the writers who were and are producing it.
- Scholarly work and creative work in my field keep me in tune with the processes of writing. Since English faculty at the community college primarily teach composition, it is important for me to be engaged in the writing process. I strive to be not only one who *teaches* but also one who *does*. To be an effective teacher, I am obligated to understand my students' writing experiences. Those of us who teach English composition are not so much “writing teachers” as “writer-

teachers.” The difference is crucial. In one case, writing is merely the subject of the course; in the other, it is an equal part of who the teacher *is*.

Concluding Statement

A sabbatical at this point in my academic career would allow me the physical and mental time to accomplish significant professional goals: to research, write, and submit scholarly articles, translations of poetry from Spanish into English, and my original poems for publication. Importantly, the work proposed for the sabbatical also enhances my teaching as well as my professional contributions to the English discipline and to the college as a whole.

If the committee has any questions or needs further information, please let me know. I welcome the opportunity to discuss this request with you. Thank you.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

SABBATICAL LEAVE REQUEST FORM

FACULTY MEMBER Rita Chenoweth

DEPARTMENT Performing Arts / Dance

DATES AND DURATION OF SABBATICAL LEAVE REQUESTED:

(Review Article XIII, Section M, of the Agreement between the Riverside Community College District and the Riverside Community College Chapter CTA/NEA for details.)

X FULL YEAR'S LEAVE FOR 2005-006
(70% REGULAR SABBATICAL LEAVE)

 FULL YEAR'S LEAVE FOR
(100% SPECIAL SABBATICAL LEAVE)

 SEMESTER LEAVE FOR
(100% SEMESTER SABBATICAL LEAVE)

 RETURN TO INDUSTRY LEAVE FOR

ABSTRACT OF PURPOSE OF SABBATICAL LEAVE:

The specific nature of my proposed Sabbatical Leave revolves around the following:

1. the research, creation, and production of multi-media presentations based on the life and work of Jack Cole;
2. the continued study of yoga and introductory courses in classical Indian dance forms, both of which had profound effects on Cole's technical and choreographic work; and
3. the creation, production, and performance of an original work of choreography inspired and influenced by Jack Cole.

February 27, 2005

TO: Professional Growth and Sabbatical Leave Committee

FROM: Rita Chenoweth
Associate Professor, Dance

SUBJECT: Request for Sabbatical Leave for the 2005-2006 Academic Year

Overview – Purpose, Content, and Outcomes

For the past three years I have had the opportunity to lecture and present master classes in the area of jazz dance history at the Boulder Jazz Dance Workshop, held each summer at the University of Colorado, Boulder. For the past 25 years, students and teachers have attended this outstanding workshop to enhance their jazz dance technique, study choreography, and gain understanding and appreciation of their art form through lectures, master classes, and performances. Jazz dance is an elusive dance genre, open to constant adaptation, influenced by varying sources as vernacular social dance, theatrical performances, and world dance forms.

These lectures and master classes have provided me with brief opportunities for research in jazz dance, which is one of my areas of expertise both as an educator and as an artist. However, Sabbatical Leave would provide me with a chance to truly immerse myself into fully assimilating the work of Jack Cole, one of the most influential early jazz dance practitioners, into my current practice and creative work. A thorough study, analysis, and application of Cole's technique, choreography, and performance will result in explicit connections within my own classroom work and as a creator of choreography within the jazz dance genre.

The specific nature of the proposed Sabbatical Leave revolves around the following:

1. the research, creation, and production of multi-media presentations based on the life and work of Jack Cole;
2. the continued study of yoga and introductory courses in classical Indian dance forms, both of which had profound effects on Cole's technical and choreographic work; and
3. the creation, production, and performance of an original work of choreography inspired and influenced by Jack Cole.

In many ways, this Sabbatical Leave would complete a circle of work I began as an undergraduate at UCLA. Four years before I arrived on the campus at Westwood, Jack Cole was teaching in the dance department at UCLA. Although he died unexpectedly after only two years, his influence was still felt in the coursework I took as a transfer student. Our senior class technique class was taught by one of Cole's last students, and I remember the warm-up distinctly as severe, challenging, and sometimes inexplicable. Almost thirty years later, as I deepen my yoga practice as a complement to my dance training, I have found mental and physical "a-ha's!" occurring on a regular basis. As I assimilate the asanas (poses) into my body, I realize so much of what I have been taught as a jazz dancer has been derived from yoga via Cole's insistence on incorporating the discipline of the physical traditions of India into his work.

I long to honor the source of the inspiration afforded Cole, and to invigorate and connect these traditions within my own scholarly and artistic efforts.

Outcomes of Sabbatical Leave are multi-faceted, but central is the aesthetic application of the learning process in the art form of jazz dance. In the Performing Arts the MFA is a "terminal" degree, yet artists and performers are constantly re-inventing their creative efforts while constantly shifting their aesthetic values, based on one's current viewpoint and cumulative experience. My MFA from UC Irvine is thirteen years behind me, yet my artistic and educational expressions are far from terminal. Since our work as educators and artists almost always involves students, they become partners in the work. Many will interact with the various products of Sabbatical Leave, either as students in jazz and dance appreciation courses or as performers/viewers of the choreographic work presented on stage. Ultimately, students are affected both academically and artistically by the intention of my work and the connections I bring to the stage and classroom.

Another positive outcome is the value placed on scholarly work in the arts as endorsed by opportunities such as Sabbatical Leave. Many see the arts as eye or ear candy, without redeeming academic rigor. It is an important statement to support the performing arts as a worthy academic endeavor, not just as a product-based activity solely for entertainment

purposes, which is often the view of jazz dance by practitioners and audience members alike.

Lastly, the ability to fully immerse one's physical and mental efforts into both familiar and new territories as a learner brings one face to face with what it is to struggle with the acquisition of a new way of moving and thinking. Unfortunately, with the demands of teaching a full-time load and the responsibilities of chair of the Performing Arts Department, I am lucky to be able to fit in a class a week. In order to be a student and refine the instrument of my physical self requires a commitment of time and purpose, both of which are readily available through the Sabbatical Leave program.

Goals and Activities to Meet the Goals of the Sabbatical Leave

1. The research, creation, and production of multi-media presentations based on the life and work of Jack Cole:

Research on the history and influence of Jack Cole will center around printed material, such as books, journals, and periodicals on dance, musical theatre and movie musicals.

The UCLA Library Special Collections contains Jack Cole's personal papers, notes, and ephemera related to his concert, stage and motion picture work. Videos and DVDs will also be viewed and analyzed as to content and form. Interviews will be pursued with primary and secondary sources. Attendance at the World Jazz Dance Congress in July 06 will be the culminating research piece.

Timeline: September 05 – July 06

The **creation** of multi-media presentations will be ongoing, but mainly focused during the latter stages of the research process.

Timeline: April – July 06

The **production** of multi-media presentations will be delivered on the Riverside campus for "The Arts at 12:40" series during the Fall 06 semester to coincide with the performance of choreographic work inspired by Cole. Other presentation opportunities will target Theater and Dance classes at Riverside and other venues, as available.

Timeline: Fall Semester 06

2. The continued study of yoga and introductory courses in classical Indian dance forms, both of which had profound effects on Cole's technical and choreographic work:

The **continued study of yoga** will consist of attendance at classes, workshops, seminars and teacher training courses. Logs and journals will be kept of material covered in these courses and classes.

Timeline: August 05 – August 06

Introductory courses in classical Indian dance forms will consist of classes, workshops, and seminars offered locally and throughout Southern California. Ramaa Baradvaj, a renowned master teacher and performer, leads classes throughout Orange County and Los Angeles and will serve as a source of technical expertise and historical context. Logs and journals will be kept of material covered in these courses and classes.

Timeline: September 05 – June 06

3. The creation, production, and performance of an original work of choreography inspired and influenced by Jack Cole.

The **creation, production, and performance of an original work** will commence during the spring of 06, culminating in the presentation of the Cole piece during the Faculty Dance Concert, *Kinetic Conversations* in December of 06. While the choreography and shaping of the piece will occur during the spring and summer, dancers will not be selected until the first week of the Fall 06 semester. All dancers involved in the piece will be given extensive background materials on Cole along with video viewings of Cole's work during the rehearsal process. In this way, the work of Cole becomes an integral piece of inspiration for choreographer and performers alike.

Timeline: April – December 06

Concluding Statement

I feel blessed to have had many opportunities to be nurtured as a faculty member and as an artist over the past thirteen years here at RCC. Our Dance Program is outstanding example of solid teaching by full-time and adjunct faculty, dedicated space for the study and practice of dance, and an artistic vision and commitment to our students and the community. In keeping with these accomplishments, the research, creation, and production of multi-media presentations based on the life and work of Jack Cole, the continued study of yoga and introductory courses in classical Indian dance forms, and the creation, production, and performance of an original work of choreography inspired and influenced by Jack Cole would greatly enhance my effectiveness and passion as an educator and artist, allowing me sufficient time to renew my love of learning and creating.

Thank you for allowing me the opportunity to present this proposal and I welcome your inquiry.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
SABBATICAL LEAVE REQUEST FORM

FACULTY MEMBER Sharon Crasnow

DEPARTMENT Arts, Humanities, and Social Sciences/Philosophy- Norco

DATES AND DURATION OF SABBATICAL LEAVE REQUESTED:
(Review Article XIII, Section M, of the Agreement between the Riverside Community College District and the Riverside Community College Chapter CTA/NEA for details.)

 X FULL YEAR'S LEAVE FOR 2005-2006
(70% REGULAR SABBATICAL LEAVE)

 FULL YEAR'S LEAVE FOR _____
(100% SPECIAL SABBATICAL LEAVE)

 SEMESTER LEAVE FOR _____
(100% SEMESTER SABBATICAL LEAVE)

 RETURN TO INDUSTRY LEAVE FOR _____

ABSTRACT OF PURPOSE OF SABBATICAL LEAVE:

The primary purpose of the sabbatical is to work on a book on the objectivity of science that would be the culmination of my research for the past 3-5 years. This topic has been of wide interest in the philosophy of science in the past 10 years. There have been a number of attempts to distinguish legitimate from illegitimate social and political influences on science and I have been doing work along these lines. My work has focused primarily on feminist critiques of objectivity. The book will address objectivity more broadly. My approach to the problem is original in that I examine the way in which models are used in science, as a way of rethinking the traditional ideal scientific objectivity. I will be looking at the use of models in a variety of different sciences. One of my main goals for the sabbatical is independent study to better understand how such models work. I do not anticipate that I will finish the book during this sabbatical, however I do intend to 1) complete a prospectus and sample chapters; 2) submit for

publication at least two papers that will be chapters of the book; and 3) to research ways in which thinking about science and scientific knowledge can be incorporated into our critical thinking curriculum culminating in the construction of a website for use in my critical thinking course and accessible to other faculty and students at the college.

**RIVERSDIE COMMUNITY COLLEGE
SABBATICAL LEAVE PROPOSAL
Sharon Crasnow, Full Year at 70% 2005-2006**

I. GENERAL INTRODUCTORY OVERVIEW OF PURPOSE, CONTENT, AND OUTCOMES:

I am requesting a full-year sabbatical leave at 70% for the 2005-2006 academic year. The primary purpose of my sabbatical would be to work on a book on the objectivity of science. This book would be the culmination of my research for the past 3-5 years. This topic has been of wide interest in the philosophy of science in the past 10 years. There have been a number of attempts to distinguish legitimate from illegitimate social and political influences on science and a reconsideration of the traditional ideal of scientific objectivity. The work that I have done has focused primarily on feminist critiques of objectivity, but the book will address objectivity more broadly. My approach to the problem is original in that I examine the way in which models are used in science to rethink scientific objectivity. In the book I will be looking at models from social sciences and comparing them with some physical science models. One of my activities for the sabbatical is independent study to explore and better understand some different kinds of models. I have included a preliminary outline of the book and an explanation of the project.

Though I would like to have a complete draft of the book by the end of the year, I am setting a intermediate goal of a prospectus and 3 chapters. In addition, I will submit at least two papers for publication. They will be versions of chapters of the book. The third goal that I have is to research ways in which thinking about science and scientific knowledge can be incorporated into our curriculum. Minimally, I will develop a website that will be linked to my hybrid critical thinking (PHI 11). I would also make the site available to any faculty and students who would want to make use of it. It will be called "Critical Thinking about Science" and will include discussion and analysis of current reports of natural and social science findings in the media, discussion of debates involving science, and exercises to help develop student's critical thinking skills. Since so much of the information that we find ourselves processing in making public policy and personal decisions comes from science, an awareness of how to think about the

issues is essential. This website will provide tools for doing so. Finally, I will also explore the feasibility of a new course, Science and Values. When I say that I will explore the feasibility, what I mean is that it seems clear that values play a role in science in a variety of ways, some pernicious and some acceptable. I am not sure how to best discuss this in an undergraduate course. It may be that it would be an introduction to philosophy of science course or perhaps a course in how to think about science generally. I would want to explore what lower division courses of this sort are taught at various institutions, or develop an original course that meets the educational needs of understanding scientific reasoning. If I am vague here it is because I need to spend time thinking about and researching this question.

As is the ideal with all sabbaticals, the most general outcome will be renewal of intellectual energy. The concrete outcomes will include a prospectus for the book and the book chapters, publications, and a website: Critical Thinking about Science (both natural and social sciences). There is a more general outcome for my teaching and students in that I will continue to be an active philosopher and present myself as such to the class. This is particularly important in philosophy since students frequently think that philosophers are men in togas that lived long ago. I teach philosophy as a living discipline and urge critical thinking about current issues and the world around us. My research has the added benefit to the district that when I attend conferences I represent Riverside Community College. I have had colleagues comment to me on more than one occasion that my active presence in the profession has made them realize that community colleges are places of intellectual activities in addition to excellent teaching.

II. GOALS OF THE SABBATICAL LEAVE

My goals are:

- To create a prospectus and three chapters of the book on objectivity for presentation to publishers.
- To revise two papers previously delivered at conferences so that they can be submitted to journals for publication.
- To learn some basic econometric techniques and data analysis used in the social sciences in order to better understand the use of models in the social sciences.
- To develop a website on Critical Thinking about Science (including both the natural and social sciences). The website will support my PHI 11 Critical Thinking, but will also be accessible to other RCC faculty and students.

- To investigate the feasibility of a course on Science and Values. When I say that I will explore the feasibility what I mean is that it seems clear that values play a role in science in a variety of ways, some pernicious and some acceptable. I am not sure how to best discuss this in an undergraduate course. It may be that it would be an introduction to philosophy of science course or perhaps a course in how to think about science generally. I would want to explore what lower division courses of this sort are taught at various institutions, or develop an original course that meets the educational needs of understanding scientific reasoning. If I am vague here it is precisely because I need to spend time thinking about and researching the question.

Since the core of this sabbatical revolves around the book that I am proposing. I have attached a brief explanation of the work that I have done on this project and a preliminary outline for the book.

III. ACTIVITIES TO MEET THE GOALS

The bulk of the sabbatical will be spent in independent study and research.

Fall Semester:

- I anticipate that at least one of the papers will be revised for submission by the end of the Fall semester 2005. The two papers that I will be working on are "Underdetermination and feminist values" and "How can science be both feminist and objective? A model-theoretic approach" both delivered at conferences in 2004.
- In addition, to revising these papers, I will be turning my preliminary outline into a book prospectus to be presented to publishers at professional conferences in the spring.
- I will work with a tutor on econometric theory. I anticipate that this work will enable me to discuss the ways in which models are used in the social sciences, most specifically, I intend to look at the way in which models have been used to draw conclusions about the causes and effects of democracy in political science as part of the book. This training

will also improve my ability to work with and discuss social science cases on the Critical Thinking about Science website.

- Gather materials and do research for the Critical Thinking website.

Spring Semester:

- I will be attending two meetings of the American Philosophical Association, late March and in late April. The April meeting will be in Chicago (dates to be announced). The location and exact date of the March meeting has yet to be announced. I am already committed to attending the March meeting, as I am the organizer for two sessions sponsored by the Committee on the Status of Women in the Profession.
- Submit the second paper for publication. (These two papers will also be drafts of two chapters of the book,)
- Construct the website.

Both semesters:

- Independent research and writing.

IV. OUTCOMES OF THE SABBATICAL LEAVE

A. Direct benefits to RCCD:

- Website on critical thinking in science: though the website will be developed to complement PHI 11, it will be open for the rest of the RCCD community to view and use.
- Improved curriculum in critical thinking and possible new course in Science and Values
- Public image of the college enhanced through the public presentation of my work (conference attendance and publications)

B. Direct benefits to students:

- Develop website: Critical Thinking about Science. This website would be an enhancement to the PHI 11 Critical Thinking course that I currently teach but ultimately the goal would be to have it accessible to faculty and students from any other discipline that might benefit (English, Physical Sciences, Life Sciences, Psychology, Economics)
- Exposure to philosophy as a living discipline through awareness that their instructor is active and through using philosophical thinking on real life problems on the new website

C. Other outcomes with indirect benefits:

- Submission of two papers for publication: “How can science be both feminist and objective? A model-theoretic approach” and “Underdetermination and feminist values”.
- Submission of prospectus and three sample chapters of the book on objectivity (two of which will be versions of the papers submitted for publication).

IV. CONCLUDING STATEMENT WITH REITERATION OF REQUEST.

I have been at the college for 13 years and have been deeply involved as chair, curriculum committee member, academic standards committee member, program review committee member, and CTA/CCA member. I have developed an online introduction to philosophy course and two hybrid courses, and so have the skills to create the sort of critical thinking website that I propose above. I have been a committed and innovative teacher.

During this same 13 years, I have maintained an active intellectual life including publishing five articles and presenting many papers at conferences (please see my attached CV). When I attend conferences and present my work, it is not uncommon for colleagues to remark that they are surprised that I am at a community college. This sort of comment is a result of an awareness of the reality that for community college faculty teaching is their primary mission, but it is also an acknowledgement that being a teacher does not preclude an active and original intellectual life.

I am pleased that my work reflects well on the district and community colleges generally. I see my roles as philosopher, researcher, and teacher as inextricably intertwined.

The research that I am requesting time for now had its impetus in work that I did at an NEH (National Endowment for the Humanities) institute on science and values in the summer of 2003. Though I have been able to sketch out some elements of this work in the papers that I have delivered in the past two years, there is a vast difference between presenting general ideas at a conference and developing the detailed arguments, supported with case studies that would go into publishable versions of this work. In addition, I need time to develop a clear presentation of the ideas that I have about critical thinking and the research that I do on science. I need to make decisions about how best to present this material. This will require experimenting with different sorts of web design, researching other similar web sources, and designing exercises that will reinforce critical thinking skills. I do not have the time to do this within the context of a regular teaching schedule.

I returned from the 2003 NEH seminar hoping to apply for a sabbatical to begin work on the book in 2004-2005 however, I was told at that time that there would be no sabbaticals granted for that year. The sort of detailed thinking, research, and writing that would be necessary to turn these ideas into a book is not something I believe that I can do without a sabbatical. If I cannot do it in 2005-2006, it will be another two years before I am able to apply because of the responsibility that I will have for accreditation at the Norco Campus in 2006-2007. I am hopeful that I will not have to delay these projects that long.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
SABBATICAL LEAVE REQUEST FORM

FACULTY MEMBER TAMRA E. DIBENEDETTO

DEPARTMENT ENGLISH AND SPEECH COMMUNICATION

DATES AND DURATION OF SABBATICAL LEAVE REQUESTED:
(Review Article XIII, Section M, of the Agreement between the Riverside Community College District and the Riverside Community College Chapter CTA/NEA for details.)

FULL YEAR'S LEAVE FOR APPROVED at 70%
(70% REGULAR SABBATICAL LEAVE)

FULL YEAR'S LEAVE FOR FALL 2005 - SPRING 2006
(100% SPECIAL SABBATICAL LEAVE) REQUESTED

_____ SEMESTER LEAVE FOR _____
(100% SEMESTER SABBATICAL LEAVE)

_____ RETURN TO INDUSTRY LEAVE FOR _____

ABSTRACT OF PURPOSE OF SABBATICAL LEAVE:

The purpose of this sabbatical leave is to meet the requirements of a Ph.D. in English at University of California, Riverside. Sabbatical activities will include preparation for and taking of Ph.D. qualifying exams and the writing of a dissertation. When the sabbatical is over, I will have submitted a Ph.D. dissertation to my UCR dissertation committee.

Complete this form and the top section of the Sabbatical Leave Request form along with the Sabbatical Leave Proposal (see attached outline.) Submit to the Office of Academic Affairs by February 15 for the following academic year and by May 15 for the following spring. A "Certificate of Health" signed by physician must accompany this application (Article XIII, Section M).

**Sabbatical Leave Proposal
Tamra E. DiBenedetto**

**Associate Professor, English
Riverside Community College**

Overview—Purpose, Content, and Outcomes

The purpose of this sabbatical leave will be to complete the final requirements of a Ph.D. in English at the University of California, Riverside. Since beginning the Ph.D. program in Fall 2003, I have taken a full load of course work each quarter at UCR while teaching full-time at RCC. At the date of submitting this request, I will have completed 54 quarter-units, which includes eight of the nine required 200-level seminars. During this time, I have maintained a 4.0 GPA. I will complete my coursework next quarter, Winter 2005, at which time I will begin preparing for my qualifying exams to be taken during the Fall 2005 quarter, the period at which this sabbatical leave request begins. During the Winter and Spring 2006 quarters, I will write my dissertation, tentatively titled *Walker Percy and the Inheritance: A Study of the Africanist Presence in the Writings of Walker Percy*. I will submit the dissertation for approval to my committee in June 2006. This plan is outlined in detail in the following pages.

My dissertation proposal has been approved by the UCR graduate committee. (Please see Appendix A for a description of my project.) Qualifying exams for the dissertation consist of three 3-hour written exams, one per area of specialization, and a 3-hour oral examination. My areas of specialization are 20th Century American literature, the American novel, and a study of the author Walker Percy. Each of these areas requires its own extensive reading list, two of which I have already designed with members of my committee (See Appendix B); the third list for the area of 20th Century American literature will be designed by March 2005. In order to prepare for these exams, I will need to devote as much intensive, uninterrupted time as possible to the study of the works listed on each of the reading lists. Likewise, the intensive research and writing that will be required to complete the dissertation will certainly require as much uninterrupted time as possible. It is for this reason that I am requesting a 100% special sabbatical leave.

My project is quite ambitious, both in intellectual scope and in projected in time to completion. Normative time to complete the Ph.D. qualifying exams is the ninth quarter for students, like me, who have earned their MA degree at an institution other than UCR. Because of the intensity with which I have excelled through the program up to this point, I will be able to take and complete my qualifying exams in the seventh quarter of the program, two quarters earlier than considered “normative time.” Furthermore, normative time for completing all requirements for the Ph.D.—including the dissertation—for students who enter the program with an M.A. from another institution is four years. With the approval of a full-year, 100% special sabbatical leave request, I will be able to meet my goal of completing the Ph.D. program in three years.

I have asked Dr. Emory Elliott, the UCR faculty member who is serving as Chair of my exam committee and Director of my dissertation committee to write a letter of support for this sabbatical, since he is one who best knows the quality of my academic work and the seriousness with which I pursue my studies. He has sent this letter confidentially to the committee, and it should be included with the packet.

The abovementioned purpose, content, and outcomes all fulfill the requirements as set forth in the Agreement between RCCD and RCC Chapter CCA/CTA/NEA, Article XIII, M. 4. b, for a full-year, 100% special sabbatical leave. However, beyond the primary purpose of completing the requirements for the Ph.D., I would like to mention a few additional noteworthy purposes I have for pursuing this degree with the high levels of determination and tenacity that I have thus far. Besides the intellectual stimulation and scholarly rigor that UCR has provided for me, it has also provided me with a broad professional network of contacts and relationships with university professors, lecturers, and graduate students with whom I am able to share pedagogical practices and ideas. As a result of this first-hand experience of UCR’s English program, I have been able to articulate to my own department (English and Speech Communication) UCR’s expectations for RCC’s transferring students. This first-hand knowledge, along with the direct access I have to faculty at UCR, has allowed me the rare opportunity of an “insider’s view” of the expectations for freshman composition and literature courses at the transfer institution to which many of our students articulate. In this way, the rewards of my experiences at UCR extend well beyond the intellectual; they also influence my role as a faculty member and classroom instructor. In addition, my experiences as a full-time student who also works full-time and continues to carry full-time family obligations, I am highly cognizant of and fully empathic toward the stresses and pressures, as well as

the rewards and joys, that my RCC students undergo on a daily basis. In all, my experience as a student in the Ph.D. program at UCR has effected outcomes that can't be "measured" in the technical sense but that have certainly informed and influenced every aspect of my professional life at RCC. I mention this only because some of the "benefits" listed in the following section of this proposal extend beyond the tangible. They tie directly to being a graduate student in such a rigorous yet rewarding program of study such as the one I am involved in at UCR.

Goals and Activities to Meet the Goals of the Sabbatical Leave

My main goals are to complete the qualifying exams by December 2005 and to submit a completed dissertation to my dissertation committee by June 2006.

In order to prepare for exams, my goals are to read, analyze, interpret and synthesize the major and minor themes and ideas from the works listed on my reading lists for each area of specialization.

In order to complete the dissertation, my goals are to research, analyze, interpret, and synthesize relevant materials from those lists and then to write a dissertation of approximately 225-260 pages, composed of four chapters, each approximately 55-65 pages.

I will be enrolled as a full-time student during the 2005-2006 academic year, taking 12 units of English 291, Individual Study in Coordinated Areas, in the fall 2005 quarter and 12 units of English 299, Research for Dissertation, in both the winter and spring 2006 quarters.

Activities to Meet the Goals of the Sabbatical Leave

Timeline

(I will be working independently with my committee members in preparation for qualifying exams throughout spring quarter 2005 and summer 2005, if committee members are available. The following timeline reflects the “continuing” nature of our meetings and of my independent reading and research.)

September 2005

- Read/review/annotate 8-10 novels from American novels list
- Read/review/annotate 7-8 critical texts or collections from Walker Percy list
- Read/review/annotate 8-10 novels or critical works from 20th Century American list
- Meet weekly with faculty member of each exam area to discuss research and readings leading to exams.

October 2005

- Read/review/annotate 8-10 novels or critical texts from American novels list
- Read/review/annotate 7-8 novels or critical texts or collections from Walker Percy list
- Read/review/annotate 8-10 novels or critical works from 20th Century American list
- Meet weekly with faculty member of each exam area to discuss research and readings leading to exams.
- Submit dissertation prospectus to UCR Graduate Committee for approval
- Draft dissertation prospectus
- Meet with committee for review/revision of dissertation prospectus

November 2005

- Complete reading for each area (likely 5 -7 additional texts from each area)
- Review all notes and relevant materials in preparation for exams
- Meet with each member of exam committee weekly for final consultation prior to exams
- Set exam times/locations
- End of November: Written exams

December 2005

- Week one: Oral exam
- Submit dissertation prospectus to UCR Graduate Committee for approval
 - The prospectus cannot be submitted for approval until qualifying exams are passed and the student is advanced to candidacy.
- Complete first draft of Chapter 1 of dissertation

January 2006

- Meet with Dr. Elliott to go over revision of Chapter 1 and to review start of Chapter 2
- Draft Chapter 2

February 2006

- Complete Chapter 2
- Submit Chapter 2 to Dr. Elliott
- Make any necessary revisions to Chapter 1

March 2006

- Meet with Dr. Elliott to go over revision of Chapter 2 and to review start of Chapter 3
- Begin Chapter 3

April 2006

- Complete Chapter 3
- Submit Chapter 3 to Dr. Elliott
- Meet with Dr. Elliott to go over revision of Chapter 3 and to review start of Chapter 4

May 2006

- Complete Chapter 4
- Submit Chapter 4 to Dr. Elliott for revision
- Revise Chapter 4
- Write introduction and acknowledgment pages
- Final review of dissertation
- Submit dissertation to Dr. Elliott for final approval

June 2006

- Submit dissertation to all committee members for approval
- Submit final, approved dissertation to UCR Graduate Committee

Outcomes and Benefits of the Sabbatical Leave

When my sabbatical leave is concluded, I will have completed qualifying exams, been advanced to candidacy, and submitted to my dissertation committee at UCR a Ph.D. dissertation. In sum, I will have fulfilled all requirements for the doctoral degree in English.

My sabbatical leave plan offers additional benefits to the larger Riverside Community College District, to students, and to myself. These are outlined below:

RCCD will benefit in the following ways:

1. RCCD will have an employee with more fully developed teaching/scholarly/educational skills. My dissertation research will offer me an opportunity to advance my knowledge in American literature, African American literature, and critical literary inquiry.
2. I will be able to share with my colleagues in the English discipline my findings in the field in the form of at least one faculty workshop held during one of our regularly scheduled discipline meetings.
3. I will submit at least one of the chapters of my dissertation for publication as an article to a scholarly journal. If the article or articles are published, RCCD will gain recognition as the academic institution that made possible the completion of the article or articles in the form of acknowledgments.
4. I will have established stronger academic and professional bonds with UCR and will be better prepared to serve on committees--like Articulation, Academic standards, or equivalency--that would benefit from this first-hand expertise.

Students will benefit in the following ways:

1. Presently, RCC has only two full-time instructors who teach African American literature, Dr. Cordell Briggs at the Moreno Valley campus and myself at the Riverside campus. Because my research is so heavily engaged with the African American literary tradition, I will be much better prepared academically to teach English 21, African American literature I and English 22, African American Literature II. Students who take these courses will benefit from my expertise in the field.
2. Students taking American Literature courses (English 14 and 15) with me will also benefit from my currency and expertise in the field of American literature..
3. Upon returning from the sabbatical leave, I plan to work with Dr. Kristi Woods to develop a linked course sequence, linking History 15 (African American History

- II) and English 22 (African American Literature II) or History 7 (U. S. History) and English 15 (American Lit. II). Linked courses such as these, which provide an interdisciplinary approach to learning, have proven beneficial in the past for our students in areas both of retention and success.
4. As a result of my professional relationship with the English Department at UCR, I will be better able to mentor and advise students who are planning to transfer to UCR's English program.

I will benefit in the following ways:

1. I will complete my Ph.D. in English, the next building block in my professional development.
2. I will have completed my dissertation, which I would like then to revise and publish. In doing so, I will be able to make a scholarly contribution to the field and advance in my development as a scholar.
3. I will be a better, more effective writing instructor as a result of my focused study and intensive research, allowing me a renewed perspective of what it is to be a student and a writer.

In conclusion, I believe that the goals, activities, and benefits I have outlined justify the time I am requesting for a sabbatical leave. My dissertation topic is innovative and necessary to an advancement of the field of inquiry in American literature. Completing the Ph.D. program will benefit the district, our students, and myself in all the ways outlined above, and I'm certain in many ways other than those which can be envisioned at the present moment. As a scholar and associate professor at RCC, my primary goal is to continue the advancement of knowledge and learning, whether for myself or for my students. I thank you for considering my request and for your support in my scholarly and professional endeavors.

Exam Areas/Dissertation Proposal

My dissertation will focus on investigating what Toni Morrison refers to as the “Africanist presence” in the formation of the American literary imagination and of constructions of American identity. As Morrison argues, literary historians and critics hold a certain set of assumptions that have come to be treated as “knowledge,” a knowledge that “holds that traditional, canonical American literature is free of, uninformed, and unshaped by the four-hundred-year-old presence of, first, Africans and then African-Americans in the United States.” Morrison, however, not only recognizes the primacy of the Africanist presence in the American literary imagination, she further argues that “a contemplation of this black presence is central to any understanding of our national literature and should not be permitted to hover at the margins of the literary imagination.”

In postulating this innovative critical approach, Morrison is clearly and deliberately breaking from (or some might argue, adding a new dimension to) the African American critical tradition set forth and developed by such notable theorists and writers as W. E. B. DuBois, Langston Hughes, Zora Neale Hurston, Richard Wright, Alain Locke, George Schuyler, Houston Baker, Henry Louis Gates, Jr., Hazel Carby, Michael Awkward, Joyce A. Joyce, and many others. Rather than following the tradition which calls for a focused attention to developing an African American aesthetic (DuBois, Hughes, Locke, Baker, et al.), or for a literary tradition which postulates that African American literature is “appropriative” (Hurston) or “re-interpretive” (Hurston, Gates), or even that “Negro art ‘made in America’ is as nonexistent as the . . . reported sophistication of New Yorkers” (Schuyler), Morrison diverts the conversation toward a new goal and purpose, the goal of establishing the primacy of the heretofore unrecognized or even invisible presence of an “Africanist presence” in the development not only of American literature but of the white literary imagination. While Morrison is certainly breaking away from mainstream, popular critical perspectives, she is simultaneously reminding us of Ralph Ellison’s similar critical perspective and continuing in the tradition of identifying those “invisible” (i.e., ignored, stereotyped) traces of the Africanist presence in American literature. Morrison calls on us to investigate the implications of Ellison’s earlier insights that “the artist is no freer than the society in which he lives, and in the United States the writers who stereotype or ignore the Negro and other minorities in the final analysis stereotype and distort their own humanity” and that “Mark Twain knew that in his America humanity masked its face with blackness” (Ellison). Morrison calls upon us all to “lift the veil,” not, however, the same veil identified by DuBois in *The Souls of Black Folk*; rather, Morrison calls upon us to lift the veil that shrouds, distorts, and strives to make invisible the very real Africanist presence that informs and shapes our constructs of

“Americanness,” of the white literary imagination, and ultimately of “American” literature.

Heeding Morrison’s call for further investigation of the Africanist presence in the American literary tradition and in the construction(s) of American identity, I plan to focus my research on the works of Walker Percy (1916-1990), a 20th Century American (southern) writer, whose genius has for too long been understudied and/or overlooked. At the heart of Percy’s works lie the fundamental questions of identity, existence, and imagination, all areas that would benefit from a fresh critical approach such as that which Morrison proposes. Though Percy’s works have often been read from the critical perspectives of psychoanalysis, existentialism, and formalism, I feel that a reevaluation of his works—attending to the conscious and unconscious (or imaginative) emergences of the Africanist presence—will offer not only a fresh critical perspective on Percy but will also add to the current critical investigation of the centrality of the Africanist presence in the construction(s) of American identity, seen most notably in the recent contributions of scholars such as Paul Gilroy, Venetria Patton, Deborah McDowell, Anne Cheng, bell hooks, Barbara Christian, Phillip Brian Harper, and Claudia Tate.

The three fields I am proposing are 20th Century American Literature, Genre, and Single Author: Walker Percy. Twentieth Century American Literature will provide the broad literary context necessary to my investigation. The choice of Genre is central to the investigation as it will allow me to trace the development and construction of American identity and “Americanness” through the rise of the novel in America. Finally, while Morrison’s concept of the Africanist presence will provide the primary critical perspective of the study, other critical perspectives will also be useful, in particular, those critical lenses through which Percy (as noted above) has typically been read—the psychoanalytical, the phenomenological/existential, and the formal—all of which will require extensive reading in order for me to approach the study with the breadth and depth of critical knowledge that Percy’s ideas demand.

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Linda Johnson	Clerical, Hourly	03/10/05-06/30/05	16-9 (Conf.)
Kimberly Brooks	Clerical, Substitute	03/10/05-04/10/05	16-1
Eric Diaz-Betancourt	Clerical, Substitute	03/16/05-06/30/05	16-1
Angela Lee	Clerical, Substitute	03/14/05-06/30/05	15-1
Sam Jordan	Maintenance Mechanic, Substitute	03/21/05-06/30/05	20-1

EMPLOYED AS NEEDED

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Raul Jimenez	Computer Technician	03/16/05-06/30/05	10.00/hour
Jason Newton	Computer Technician	03/16/05-06/30/05	10.00/hour
Matthew Hendrickson	Educational Assistant	11/01/04-06/30/05	6.75/hour
John Hill, III	Food Service Assistant	03/03/05-06/30/05	9.00/hour
Melissa Maurer	Instructional Aide I	01/31/05-06/10/05	6.75/hour
Joan Pagliolo	Interpreter II	02/28/05-06/30/05	15.00/hour
Zachary Barber	Interpreter III	04/01/05-06/30/05	18.00/hour
Salvador N. Fuentes	Instructional Aide II	02/14/05-06/30/05	7.25/hour
Abria Hoskins	Instructional Aide II	03/09/05-06/10/05	7.25/hour
Joseph Mitchell	Instructional Aide II	02/14/05-06/30/05	7.25/hour
Telisa Parker	Instructional Aide II	03/23/05-06/30/05	7.25/hour
Emily Tiffin	Instructional Aide II	02/14/05-06/30/05	7.25/hour
J. Baker	Lab Aide II	04/01/05-04/30/05	10.00/hour
Larissa Diaz	Lab Aide II	04/01/05-04/30/05	10.00/hour
Victor Miceli	Lab Aide II	03/22/05-06/30/05	10.00/hour
Matt Roberts	Lab Aide II	04/01/05-04/30/05	10.00/hour
April Ravert	Matriculation Assistant III	03/01/05-06/30/05	10.00/hour

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u> <u>Policy 4035</u>
Valerie Battle	Office Assistant I	02/28/05-06/30/05	9.00/hour
Gloria Evans	Office Assistant I	12/01/04-06/30/05	9.00/hour
Fatima Farooki	Office Assistant I	02/22/05-06/30/05	9.00/hour
Sergey Kuzin	Office Assistant I	03/21/05-06/30/05	9.00/hour
Jason Philpot	Office Assistant I	02/21/05-06/30/05	9.00/hour
Dana Tate	Office Assistant I	03/15/05-06/30/05	9.00/hour
Courtney Callus	Office Assistant II	01/01/05-06/30/05	10.50/hour
Julie Revollo	Office Assistant II	03/01/05-06/30/05	10.50/hour
Jessica Aldasoro	Office Assistant IV	02/09/05-06/30/05	14.00/hour
Aleksandra Kyoseva	Office Clerk	03/01/05-06/30/05	7.00/hour
Aaron Aviles	Operations Clerk	03/21/05-06/30/05	7.50/hour
Ian Clemente	Operations Clerk	02/16/05-06/30/05	7.50/hour
Sean Lefaivre	Operations Clerk	03/01/05-06/30/05	7.50/hour
Antoinette Rowley	Operations Clerk	03/21/05-06/30/05	7.50/hour
Ilyse Wasserman	Operations Clerk	02/16/05-06/30/05	7.50/hour
Michael Lewis	Publicist Trainee	03/01/05-06/30/05	6.75/hour
Rika Dombrowski	Registered Nurse III	03/02/05-06/30/05	35.00/hour
Raul Baron	Role Player, AOJ	02/01/05-06/30/05	6.75/hour
Lynnette James	Student Activities Assistant	03/21/05-06/30/05	10.50/hour
Tongzhou Wang	Tutor I	03/01/05-06/30/05	7.00/hour

VOLUNTEERS
BOARD RESOLUTION 10-97/98

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
John Musco	Applied Technology	03/05/05-06/18/05
Francisco Ramirez	Athletics	01/01/05-06/30/05
Mayra Ramos	Early Childhood Studies	03/10/05-07/31/05

VOLUNTEERS
BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Diana Wei	Faculty Affairs	03/02/05-06/30/05
Raina Acosta	Health, Human & Public Services	03/01/05-06/09/05
Florentina Avila	Health, Human & Public Services	03/01/05-06/09/05
Rocio Baker	Health, Human & Public Services	03/01/05-06/09/05
Stephanie Baker	Health, Human & Public Services	03/01/05-06/09/05
Ruth Buenaseda	Health, Human & Public Services	03/01/05-06/09/05
Aftredson Bueno	Health, Human & Public Services	03/01/05-06/09/05
Kimberly Chapple	Health, Human & Public Services	03/01/05-06/09/05
Judith Chen	Health, Human & Public Services	03/01/05-06/09/05
Veona Claybon	Health, Human & Public Services	03/01/05-06/09/05
Kathryn Davis	Health, Human & Public Services	03/01/05-06/09/05
Emma Duffield	Health, Human & Public Services	03/01/05-06/09/05
Sarah Frey	Health, Human & Public Services	03/01/05-06/09/05
Nathaniel Garduque	Health, Human & Public Services	03/01/05-06/09/05
Sharon Gerdes	Health, Human & Public Services	03/01/05-06/09/05
Stephanie Gibson	Health, Human & Public Services	03/01/05-06/09/05
Crystal Griffin	Health, Human & Public Services	03/01/05-06/09/05
Delores Hernandez	Health, Human & Public Services	03/01/05-06/09/05
Sandra Hurtado	Health, Human & Public Services	03/01/05-06/09/05
Ern Jepson	Health, Human & Public Services	03/01/05-06/09/05
Mary Jones	Health, Human & Public Services	03/01/05-06/09/05
Mindy Klatt	Health, Human & Public Services	03/01/05-06/09/05
David Lange	Health, Human & Public Services	03/01/05-06/09/05
Lorraine Lobendahn	Health, Human & Public Services	03/01/05-06/09/05
Consuelo Manning	Health, Human & Public Services	03/01/05-06/09/05
Roselyn Mati	Health, Human & Public Services	03/01/05-06/09/05
Esperanza Meza	Health, Human & Public Services	03/01/05-06/09/05
Rachel Miller	Health, Human & Public Services	03/01/05-06/09/05
Melissa Mills	Health, Human & Public Services	03/01/05-06/09/05
Christine Miranda	Health, Human & Public Services	03/01/05-06/09/05
Sophia Morales	Health, Human & Public Services	03/01/05-06/09/05
Maria Munguia	Health, Human & Public Services	03/01/05-06/09/05
Yuliya Limpiadi	Health, Human & Public Services	03/01/05-06/09/05
Brenda Olmos	Health, Human & Public Services	03/01/05-06/09/05
Kristen Ontiveros	Health, Human & Public Services	03/01/05-06/09/05
Milagros Ortega	Health, Human & Public Services	03/01/05-06/09/05
Mercy Prudholm	Health, Human & Public Services	03/01/05-06/09/05
Krystal Rhoden	Health, Human & Public Services	03/01/05-06/09/05
Francesco Schiro	Health, Human & Public Services	03/01/05-06/09/05
Brea Smith	Health, Human & Public Services	03/01/05-06/09/05
Lidia Sullivan	Health, Human & Public Services	03/01/05-06/09/05

VOLUNTEERS
BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Dorothy Wallace	Health, Human & Public Services	03/01/05-06/09/05
Latisha Wells	Health, Human & Public Services	03/01/05-06/09/05
Donta Williams	Health, Human & Public Services	03/01/05-06/09/05
Erica Wood	Health, Human & Public Services	03/01/05-06/09/05
Maria Abadilla	Nursing	02/14/05-06/10/05
Lupe Acedo	Nursing	02/14/05-06/10/05
Mavis Achumba	Nursing	02/14/05-06/10/05
Griseld Acosta	Nursing	02/14/05-06/10/05
Jean Adair	Nursing	02/14/05-06/10/05
Angela Adame	Nursing	02/14/05-06/10/05
Olufunke Adewumi	Nursing	02/14/05-06/10/05
Jamie Aldaco	Nursing	02/14/05-06/10/05
Aida Alemu	Nursing	02/14/05-06/10/05
Celestine Allen	Nursing	02/14/05-06/10/05
Daisy Alvarado	Nursing	02/14/05-06/10/05
Elsa Angel	Nursing	02/14/05-06/10/05
Carlos Antuna	Nursing	02/14/05-06/10/05
Kristina Appelhof	Nursing	02/14/05-06/10/05
Susana Archila	Nursing	02/14/05-06/10/05
Ana Maria Arias	Nursing	02/14/05-06/10/05
Jennifer Arias	Nursing	02/14/05-06/10/05
Nena Artienda	Nursing	02/14/05-06/10/05
Marcia Arvizu	Nursing	02/14/05-06/10/05
Crystal Azar	Nursing	02/14/05-06/10/05
Todd Baca	Nursing	02/14/05-06/10/05
Jessica Bacon	Nursing	02/14/05-06/10/05
Monica Bagga	Nursing	02/14/05-06/10/05
Jeannette Baker-Shaw	Nursing	02/14/05-06/10/05
Joanne Barrientes	Nursing	02/14/05-06/10/05
Jacqueline Bass	Nursing	02/14/05-06/10/05
Amanda Baylus	Nursing	02/14/05-06/10/05
Mona Beck	Nursing	02/14/05-06/10/05
Allana Bedashi	Nursing	02/14/05-06/10/05
Irene Belarde	Nursing	02/14/05-06/10/05
Astyliya Bell	Nursing	02/14/05-06/10/05
Margot Bennet-Neuhoff	Nursing	02/14/05-06/10/05
Gina Binhimaid	Nursing	02/14/05-06/10/05
Brian Bischoff	Nursing	02/14/05-06/10/05
Asia Bolanos	Nursing	02/14/05-06/10/05
Bryce Boles	Nursing	02/14/05-06/10/05
Agnes Bologna	Nursing	02/14/05-06/10/05

VOLUNTEERS
BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Stacey Bolton	Nursing	02/14/05-06/10/05
Melanie Bowman	Nursing	02/14/05-06/10/05
Vivan Brady-Cruz	Nursing	02/14/05-06/10/05
Joel Brier	Nursing	02/14/05-06/10/05
Lisa Brito	Nursing	02/14/05-06/10/05
Michelle Britt	Nursing	02/14/05-06/10/05
William Brodersen	Nursing	02/14/05-06/10/05
Nicole Bruneau	Nursing	02/14/05-06/10/05
Candice Bruns	Nursing	02/14/05-06/10/05
Emily Buentipo	Nursing	02/14/05-06/10/05
William Cabacungan	Nursing	02/14/05-06/10/05
Eduardo Cagandahan	Nursing	02/14/05-06/10/05
Terrence Cagandahan	Nursing	02/14/05-06/10/05
Sarah Cahoon	Nursing	02/14/05-06/10/05
Kelly Campbell	Nursing	02/14/05-06/10/05
Judy Cano	Nursing	02/14/05-06/10/05
Caroline Carter	Nursing	02/14/05-06/10/05
Suzie Carter	Nursing	02/14/05-06/10/05
Steve Casarez	Nursing	02/14/05-06/10/05
Sadie Chickakly	Nursing	02/14/05-06/10/05
Maung Ching	Nursing	02/14/05-06/10/05
Frank Cipoletto	Nursing	02/14/05-06/10/05
Jamie Clark	Nursing	02/14/05-06/10/05
Alisa Clawson	Nursing	02/14/05-06/10/05
Kirsten Cochran	Nursing	02/14/05-06/10/05
Naomi Cochran	Nursing	02/14/05-06/10/05
Patricia Cockfield	Nursing	02/14/05-06/10/05
Renettha Contreras	Nursing	02/14/05-06/10/05
Ruby Corpin	Nursing	02/14/05-06/10/05
Julie Cox	Nursing	02/14/05-06/10/05
Amber Crawford	Nursing	02/14/05-06/10/05
Lucinda Crawford	Nursing	02/14/05-06/10/05
Kristine Cruz	Nursing	02/14/05-06/10/05
Chekesha Culbertson	Nursing	02/14/05-06/10/05
Kimberly Dahl	Nursing	02/14/05-06/10/05
Beth Dalby	Nursing	02/14/05-06/10/05
Thao Dao	Nursing	02/14/05-06/10/05
Andrea Davis	Nursing	02/14/05-06/10/05
Andrea R. Davis	Nursing	02/14/05-06/10/05
Colen Davis	Nursing	02/14/05-06/10/05
Dennis Delote	Nursing	02/14/05-06/10/05
Michelle DeWitt	Nursing	02/14/05-06/10/05

VOLUNTEERS
BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Ronald Diazoni	Nursing	02/14/05-06/10/05
Dinah Dicen	Nursing	02/14/05-06/10/05
Jessica Dinga	Nursing	02/14/05-06/10/05
Julie Dixon	Nursing	02/14/05-06/10/05
Stephanie Do	Nursing	02/14/05-06/10/05
Lori Dobbs-Prpich	Nursing	02/14/05-06/10/05
Sandra Donkor	Nursing	02/14/05-06/10/05
Alisa Donson	Nursing	02/14/05-06/10/05
Denice Drake	Nursing	02/14/05-06/10/05
Carrie Driscoll	Nursing	02/14/05-06/10/05
Jennifer Dubois	Nursing	02/14/05-06/10/05
Doris Dunger	Nursing	02/14/05-06/10/05
Coleen Dupree	Nursing	02/14/05-06/10/05
Cristina Duran	Nursing	02/14/05-06/10/05
Veronica Duran	Nursing	02/14/05-06/10/05
Susan Edrada	Nursing	02/14/05-06/10/05
Lori Elliott	Nursing	02/14/05-06/10/05
Sidney Enabe	Nursing	02/14/05-06/10/05
Deborah Escobar	Nursing	02/14/05-06/10/05
Ricardo Eslava	Nursing	02/14/05-06/10/05
Ezra Evangelista	Nursing	02/14/05-06/10/05
Leslie Everhart	Nursing	02/14/05-06/10/05
Kelly Fairres	Nursing	02/14/05-06/10/05
Patricia Farnham	Nursing	02/14/05-06/10/05
Justin Fenton	Nursing	02/14/05-06/10/05
Megan Ferrette	Nursing	02/14/05-06/10/05
Jessica Field	Nursing	02/14/05-06/10/05
Angela Fife	Nursing	02/14/05-06/10/05
Nancy Foreman	Nursing	02/14/05-06/10/05
Rachael Foreman	Nursing	02/14/05-06/10/05
Vanessa Fortine	Nursing	02/14/05-06/10/05
Chalisa Foster-Jackson	Nursing	02/14/05-06/10/05
Bertha Franco	Nursing	02/14/05-06/10/05
Soledad Franklin	Nursing	02/14/05-06/10/05
Sarah Frey	Nursing	02/14/05-06/10/05
Miranda Fugate	Nursing	02/14/05-06/10/05
Daniella Gali-Vasquez	Nursing	02/14/05-06/10/05
Nicole Gambale	Nursing	02/14/05-06/10/05
Janett Gamos	Nursing	02/14/05-06/10/05
Quilian Gao	Nursing	02/14/05-06/10/05
Aubrey Garcia	Nursing	02/14/05-06/10/05
Maricela Garcia	Nursing	02/14/05-06/10/05

VOLUNTEERS
BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Ella Garrett-Katif	Nursing	02/14/05-06/10/05
Kathryn George	Nursing	02/14/05-06/10/05
Rina Gillard	Nursing	02/14/05-06/10/05
Margaret Gillispie	Nursing	02/14/05-06/10/05
Mark Glass	Nursing	02/14/05-06/10/05
Heather Glendenning	Nursing	02/14/05-06/10/05
Carmen Gomez	Nursing	02/14/05-06/10/05
Charisse Gonzales	Nursing	02/14/05-06/10/05
Michelle Gonzalez	Nursing	02/14/05-06/10/05
Jennifer Goodner	Nursing	02/14/05-06/10/05
Laurie Gould	Nursing	02/14/05-06/10/05
Judy Gregory	Nursing	02/14/05-06/10/05
Charity Griffin	Nursing	02/14/05-06/10/05
Jessica Gruwell	Nursing	02/14/05-06/10/05
June Gu	Nursing	02/14/05-06/10/05
Ben Jesse Guadiz	Nursing	02/14/05-06/10/05
Gabriela Gutierrez	Nursing	02/14/05-06/10/05
Lisa Gutierrez	Nursing	02/14/05-06/10/05
Maria Gutierrez	Nursing	02/14/05-06/10/05
Rachel Gutierrez	Nursing	02/14/05-06/10/05
Jennifer Haley	Nursing	02/14/05-06/10/05
Karli Harrod	Nursing	02/14/05-06/10/05
Karen Hasson	Nursing	02/14/05-06/10/05
Joleen Hazelton	Nursing	02/14/05-06/10/05
Tina Henes	Nursing	02/14/05-06/10/05
Kimberly Hensley	Nursing	02/14/05-06/10/05
Hector Hernandez	Nursing	02/14/05-06/10/05
Sandra Hernandez	Nursing	02/14/05-06/10/05
Cheryl Hilt	Nursing	02/14/05-06/10/05
Younes Hoghooghi	Nursing	02/14/05-06/10/05
Mona Holcombe	Nursing	02/14/05-06/10/05
Lucas Hopps	Nursing	02/14/05-06/10/05
Christine Hora	Nursing	02/14/05-06/10/05
Teddi Horner	Nursing	02/14/05-06/10/05
Eva Huang	Nursing	02/14/05-06/10/05
Araceli Hurtado	Nursing	02/14/05-06/10/05
Satsuki Ikemiyagi	Nursing	02/14/05-06/10/05
Siripern Intarasut	Nursing	02/14/05-06/10/05
Katie Jackson	Nursing	02/14/05-06/10/05
Desiree Jaramillo	Nursing	02/14/05-06/10/05
Rachel Johnson	Nursing	02/14/05-06/10/05
Emily Jones	Nursing	02/14/05-06/10/05

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BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Carrie Joy	Nursing	02/14/05-06/10/05
Brandy Kanitz	Nursing	02/14/05-06/10/05
Amber Kapturkiewicz	Nursing	02/14/05-06/10/05
Sarah Kasinger	Nursing	02/14/05-06/10/05
Gurinder Kaur	Nursing	02/14/05-06/10/05
Susie Kedroutek	Nursing	02/14/05-06/10/05
Rebeccah Kezer	Nursing	02/14/05-06/10/05
Yu-Jun Kim	Nursing	02/14/05-06/10/05
Toni Kinsman-Jastram	Nursing	02/14/05-06/10/05
Grace Kirkendall	Nursing	02/14/05-06/10/05
David Kolcz	Nursing	02/14/05-06/10/05
Oluwayemusi Komolafe	Nursing	02/14/05-06/10/05
Carina Kroll	Nursing	02/14/05-06/10/05
Tammy Kruzick	Nursing	02/14/05-06/10/05
Michelle Lanorias	Nursing	02/14/05-06/10/05
Lelsley Lapetina	Nursing	02/14/05-06/10/05
Deborah Larkin	Nursing	02/14/05-06/10/05
Holly Laster	Nursing	02/14/05-06/10/05
Osayi Lawani	Nursing	02/14/05-06/10/05
Mindy Layton	Nursing	02/14/05-06/10/05
Christina Levan	Nursing	02/14/05-06/10/05
Veronica Lewis	Nursing	02/14/05-06/10/05
Shyla Like	Nursing	02/14/05-06/10/05
Bonnie Long	Nursing	02/14/05-06/10/05
Rosa Lopez	Nursing	02/14/05-06/10/05
Thelma Lozano	Nursing	02/14/05-06/10/05
Lizlyn Rose Lucrida	Nursing	02/14/05-06/10/05
Geneleen Luib	Nursing	02/14/05-06/10/05
Amy Lybarger	Nursing	02/14/05-06/10/05
Alicia MacLaughlin	Nursing	02/14/05-06/10/05
Kris Manio	Nursing	02/14/05-06/10/05
Rose Manning	Nursing	02/14/05-06/10/05
Pauline Marquez	Nursing	02/14/05-06/10/05
Denise Martinez	Nursing	02/14/05-06/10/05
Diana Martinez	Nursing	02/14/05-06/10/05
Melissa Martinez	Nursing	02/14/05-06/10/05
Steve Martinez	Nursing	02/14/05-06/10/05
Donna Masut	Nursing	02/14/05-06/10/05
Jessica Mata	Nursing	02/14/05-06/10/05
Angela Mayfield	Nursing	02/14/05-06/10/05
Ceaser Mburu	Nursing	02/14/05-06/10/05
Crystal McCarthy	Nursing	02/14/05-06/10/05

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<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Anne McDermott	Nursing	02/14/05-06/10/05
Teresa McDermott	Nursing	02/14/05-06/10/05
Cheryl McDonald	Nursing	02/14/05-06/10/05
Trish McDonnold	Nursing	02/14/05-06/10/05
Tina McGuire	Nursing	02/14/05-06/10/05
Deanna McLaughlin	Nursing	02/14/05-06/10/05
Candace McMillan	Nursing	02/14/05-06/10/05
Lynn McMillan	Nursing	02/14/05-06/10/05
Richard Mears	Nursing	02/14/05-06/10/05
Arlene Medina	Nursing	02/14/05-06/10/05
Tiana Mejia	Nursing	02/14/05-06/10/05
Bertha Melendrez	Nursing	02/14/05-06/10/05
Enrique Mendoza	Nursing	02/14/05-06/10/05
Gina Messer	Nursing	02/14/05-06/10/05
Adrienne Michael	Nursing	02/14/05-06/10/05
Amanda Moore	Nursing	02/14/05-06/10/05
Jonas Morales	Nursing	02/14/05-06/10/05
Raul Moreno	Nursing	02/14/05-06/10/05
Lisa Morrow	Nursing	02/14/05-06/10/05
Nicoletta Motoroiu	Nursing	02/14/05-06/10/05
Eva Mukasa-Nabazziwa	Nursing	02/14/05-06/10/05
Kris Muller	Nursing	02/14/05-06/10/05
Susan Munoz	Nursing	02/14/05-06/10/05
M'zure Murphy	Nursing	02/14/05-06/10/05
Pretty Musingarabwi	Nursing	02/14/05-06/10/05
Sahar Namvar	Nursing	02/14/05-06/10/05
Deborah Navarro	Nursing	02/14/05-06/10/05
Jennifer Nelson	Nursing	02/14/05-06/10/05
Dulce Ngo	Nursing	02/14/05-06/10/05
Dominica Niala	Nursing	02/14/05-06/10/05
Patrick Njuguna	Nursing	02/14/05-06/10/05
Robyn Noby	Nursing	02/14/05-06/10/05
Billie Norris	Nursing	02/14/05-06/10/05
Jennifer Norris	Nursing	02/14/05-06/10/05
Kimana Nunez	Nursing	02/14/05-06/10/05
Katrina Marie Nuqui	Nursing	02/14/05-06/10/05
Erika Ochoa	Nursing	02/14/05-06/10/05
Nkechi Ojimaga	Nursing	02/14/05-06/10/05
Brian Olson	Nursing	02/14/05-06/10/05
Diana Oms	Nursing	02/14/05-06/10/05
Olive Ora	Nursing	02/14/05-06/10/05
Norma Ornelas	Nursing	02/14/05-06/10/05

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BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Joyce Oyetibo	Nursing	02/14/05-06/10/05
George Pace	Nursing	02/14/05-06/10/05
Shiela Padre	Nursing	02/14/05-06/10/05
D'Ann Park	Nursing	02/14/05-06/10/05
Kameron Penn	Nursing	02/14/05-06/10/05
Anthea Peters	Nursing	02/14/05-06/10/05
Marianne Pham	Nursing	02/14/05-06/10/05
Alissa Pina	Nursing	02/14/05-06/10/05
Katrina Pinedo	Nursing	02/14/05-06/10/05
Ivone Pinontoan	Nursing	02/14/05-06/10/05
Marianela Pulido	Nursing	02/14/05-06/10/05
April Pust	Nursing	02/14/05-06/10/05
Brandy Pyeatt	Nursing	02/14/05-06/10/05
Robert Quebbemann	Nursing	02/14/05-06/10/05
Michelle Quinn	Nursing	02/14/05-06/10/05
Aaron Quintyn	Nursing	02/14/05-06/10/05
Jennifer Rabadi	Nursing	02/14/05-06/10/05
Josephine Ramos	Nursing	02/14/05-06/10/05
Yvette Rangel	Nursing	02/14/05-06/10/05
Kathryn Rex	Nursing	02/14/05-06/10/05
Erwin Reyes	Nursing	02/14/05-06/10/05
Mona Reyes-Aganan	Nursing	02/14/05-06/10/05
Duma Rismawati	Nursing	02/14/05-06/10/05
Alex Rivera	Nursing	02/14/05-06/10/05
Cindy Rivera	Nursing	02/14/05-06/10/05
Laysha Roberts	Nursing	02/14/05-06/10/05
Anita Rodriguez	Nursing	02/14/05-06/10/05
Jorge Rodriguez	Nursing	02/14/05-06/10/05
Rebecca Roeder	Nursing	02/14/05-06/10/05
Evi Roesli	Nursing	02/14/05-06/10/05
Wendy Rogers	Nursing	02/14/05-06/10/05
Justin Roldan	Nursing	02/14/05-06/10/05
Natasha Rosales	Nursing	02/14/05-06/10/05
James Roundy	Nursing	02/14/05-06/10/05
Mark Rubio	Nursing	02/14/05-06/10/05
Valerie Ruester	Nursing	02/14/05-06/10/05
Connie Ruiz	Nursing	02/14/05-06/10/05
Denise Saenz	Nursing	02/14/05-06/10/05
Meuyhin Saephan	Nursing	02/14/05-06/10/05
Carrie Salazar	Nursing	02/14/05-06/10/05
Jennifer Sanchez	Nursing	02/14/05-06/10/05
Melissa Sanchez	Nursing	02/14/05-06/10/05

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BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Desi Sandoval	Nursing	02/14/05-06/10/05
Nenetzin Santos	Nursing	02/14/05-06/10/05
Kerry Sargenti	Nursing	02/14/05-06/10/05
Jenni Saterfield	Nursing	02/14/05-06/10/05
Leisa Schaefer	Nursing	02/14/05-06/10/05
Julie Scheppelman	Nursing	02/14/05-06/10/05
Donnelle Scherer	Nursing	02/14/05-06/10/05
Katy Schmidt	Nursing	02/14/05-06/10/05
Susan Schueman	Nursing	02/14/05-06/10/05
Bert Seals	Nursing	02/14/05-06/10/05
Kirsten Seda	Nursing	02/14/05-06/10/05
Mercedes Serrano	Nursing	02/14/05-06/10/05
Devitawati Setyawan	Nursing	02/14/05-06/10/05
Jonelle Seyler	Nursing	02/14/05-06/10/05
Michael Sharum	Nursing	02/14/05-06/10/05
Karen Schultz	Nursing	02/14/05-06/10/05
Robert Sloan	Nursing	02/14/05-06/10/05
Heather Smeton	Nursing	02/14/05-06/10/05
Hillary Smith	Nursing	02/14/05-06/10/05
Kelly Smith	Nursing	02/14/05-06/10/05
Kristen Snavely	Nursing	02/14/05-06/10/05
Sandra Snyder	Nursing	02/14/05-06/10/05
Janice Sobejana	Nursing	02/14/05-06/10/05
Lillian Souza	Nursing	02/14/05-06/10/05
Ryan Tabares	Nursing	02/14/05-06/10/05
Gloria Tan	Nursing	02/14/05-06/10/05
Andrea Taylor	Nursing	02/14/05-06/10/05
Victoria Teets	Nursing	02/14/05-06/10/05
Ophelia Thomas	Nursing	02/14/05-06/10/05
Lindu Thona	Nursing	02/14/05-06/10/05
Jennifer Tillinghast	Nursing	02/14/05-06/10/05
Douglas Titas	Nursing	02/14/05-06/10/05
Maria Helen Tiu	Nursing	02/14/05-06/10/05
Sylvia Tolang-Cruz	Nursing	02/14/05-06/10/05
Jeanette Tolentino	Nursing	02/14/05-06/10/05
Brandy Torres	Nursing	02/14/05-06/10/05
Meredith Travis	Nursing	02/14/05-06/10/05
Melissa Trejo	Nursing	02/14/05-06/10/05
Duong Truong	Nursing	02/14/05-06/10/05
Jacyn Trzepacz	Nursing	02/14/05-06/10/05
Jill Tubbs	Nursing	02/14/05-06/10/05
Patricia Tuckness	Nursing	02/14/05-06/10/05

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<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Charlotte Turner	Nursing	02/14/05-06/10/05
Monica Valencia	Nursing	02/14/05-06/10/05
Guillermo Vallejo	Nursing	02/14/05-06/10/05
Erika Vasquez	Nursing	02/14/05-06/10/05
Audrey Vaughn	Nursing	02/14/05-06/10/05
Summer Vega	Nursing	02/14/05-06/10/05
Leticia Veloz	Nursing	02/14/05-06/10/05
Sarah Venus	Nursing	02/14/05-06/10/05
Raquel Vicencio	Nursing	02/14/05-06/10/05
Micki Vickroy	Nursing	02/14/05-06/10/05
Adrienne Vinci	Nursing	02/14/05-06/10/05
Joyce Voeltz	Nursing	02/14/05-06/10/05
Germaine Wagner	Nursing	02/14/05-06/10/05
Michelle Wagner	Nursing	02/14/05-06/10/05
Daphne Walker	Nursing	02/14/05-06/10/05
Lindsay Walker	Nursing	02/14/05-06/10/05
Anita Walsh	Nursing	02/14/05-06/10/05
Candice Walter	Nursing	02/14/05-06/10/05
Trish Walters	Nursing	02/14/05-06/10/05
Lucille Walund	Nursing	02/14/05-06/10/05
Teresa Washington	Nursing	02/14/05-06/10/05
Carin Wells	Nursing	02/14/05-06/10/05
Angela West	Nursing	02/14/05-06/10/05
Linda White	Nursing	02/14/05-06/10/05
Hery Widjajakusuma	Nursing	02/14/05-06/10/05
Dena Winnington	Nursing	02/14/05-06/10/05
Lisa Wills	Nursing	02/14/05-06/10/05
Linda Wills-Stach	Nursing	02/14/05-06/10/05
Kimberly Wilson	Nursing	02/14/05-06/10/05
Lashemia Wilson	Nursing	02/14/05-06/10/05
Rickie Dickerson	Performing Arts	03/01/05-04/16/05
Maria Diegelman	Student Activities	03/01/05-08/01/05
Katherine Aceves	Student Services	05/12/05-06/30/05
Erik Calderon	Upward Bound	01/01/05-06/30/05

DISTRICT FUNDS

NAME	POSITION	DEPARTMENT	DATE	RANGE
Abdalla, Suheilah	Student Worker	Tutorial Services - RIV	22-Mar-05	19-4
Al-Hawi, Rana	Student Worker	Tutorial Services - RIV	31-Mar-05	19-4
Alvarez, Jesse	Student Worker	Mathematics - RIV	10-Mar-05	19-4
Armstead, Jonathan	Student Worker	Early Childhood Studies - RIV	10-Mar-05	19-4
Bhavsar, Viral	Student Worker	Tutorial Services - RIV	23-Mar-05	19-4
Birchard, Wendy	Student Worker	Disabled Students Prog & Svcs - RIV	23-Mar-05	19-4
Bogart, Stephanie	Student Worker	Tutorial Services - MOV	23-Mar-05	19-4
Candelario, Yuliana	Student Worker	Production Printing - RIV	23-Mar-05	19-4
Cayford, Christopher	Student Worker	English Writing Center - RIV	22-Mar-05	19-4
Cervantes, Kasandra	Student Worker	Early Childhood Studies - NOR	14-Mar-05	19-4
Chavez, Susan	Student Worker	Early Childhood Studies - MOV	31-Mar-05	19-4
Clifford, Emily	Student Worker	Early Childhood Studies - RIV	15-Mar-05	19-4
Cohen, Enosh	Student Worker	Tutorial Services - RIV	22-Mar-05	19-4
Cools, Therese	Student Worker	Tutorial Services - MOV	31-Mar-05	19-4
Couey, Marcus	Student Worker	Tutorial Services - RIV	31-Mar-05	19-4
Cox, David	Student Worker	Journalism - RIV	7-Mar-05	19-4
Davis, Giovanni	Student Worker	Library - RIV	15-Mar-05	19-4
Diaz, Grissell	Student Worker	Early Childhood Studies - MOV	7-Mar-05	19-4
Diaz, Ladislao	Student Worker	Tutorial Services - RIV	23-Mar-05	19-4
Estrella, Andrew	Student Worker	College Safety & Police - MOV	7-Mar-05	19-4
Franklin II, Larry	Student Worker	Student Co-Curricular - RIV	23-Mar-05	19-4
Giordano, Christopher	Student Worker	Student Services - RIV	28-Mar-05	19-4
Gutierrez, Andrea	Student Worker	Tutorial Services - RIV	25-Mar-05	19-4
Hanson, Thomas	Student Worker	Student Services - RIV	7-Mar-05	19-4
Kurnia, Shendy	Student Worker	Tutorial Services - RIV	31-Mar-05	19-4
Leon, Julio C.	Student Worker	Tutorial Services - MOV	31-Mar-05	19-4
Lopez, Michael	Student Worker	Early Childhood Studies - MOV	31-Mar-05	19-4
Mavarez Arevalo, Andrea	Student Worker	Tutorial Services - RIV	23-Mar-05	19-4
Perea, Margarita	Student Worker	Tutorial Services - RIV	22-Mar-05	19-4
Perez, Christel	Student Worker	Tutorial Services - NOR	23-Mar-05	19-4
Poleynard, Christian	Student Worker	English Writing Center - RIV	15-Mar-05	19-4
Rai, Sandeep	Student Worker	Tutorial Services - RIV	25-Mar-05	19-4
Ramirez, Eva	Student Worker	Tutorial Services - RIV	25-Mar-05	19-4
Rasmussen, Michael	Student Worker	English Writing Center - RIV	15-Mar-05	19-4
Santiago, Kristel	Student Worker	Tutorial Services - MOV	10-Mar-05	19-4
Shaughnessy, John	Student Worker	Tutorial Services - RIV	23-Mar-05	19-4
Skahill, Shalyn Marie	Student Worker	Disabled Students Prog & Svcs - RIV	7-Mar-05	19-4

Smith, Jean Joseph	Student Worker	Art Gallery - RIV	7-Mar-05	19-4
Smith, Nicholas	Student Worker	Art Gallery - RIV	10-Mar-05	19-4
Trunnell, Jillianne	Student Worker	Early Childhood Studies - RIV	15-Mar-05	19-4

DISTRICT FUNDS - Continued

NAME	POSITION	DEPARTMENT	DATE	RANGE
Villalobos, Alicia	Student Worker	Disabled Students Prog & Svcs - RIV	10-Mar-05	19-4
Villalobos, Ruby	Student Worker	Facilities & Planning - RIV	14-Mar-05	19-4
Wood, Joshua	Student Worker	Tutorial Services - RIV	22-Mar-05	19-4

CATEGORICAL

NAME	POSITION	DEPARTMENT	DATE	RANGE
Maldonado, Karen	Student Worker	Transfer/Career Center - MOV	24-Mar-05	19-4
Phillips, Jennifer	Student Worker	Life Sciences - MOV	25-Mar-05	19-4
Rosales, Jasmin	Student Worker	Madison Elementary - AMC	7-Mar-05	19-4

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. IV-A-2

Date: April 19, 2005

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

Background: The attached Purchase Order and Warrant Report –All District Funds is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$1,833,515.28 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 48989 - 53340) totaling \$5,793,219.36 have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. The Riverside County Office of Education's audit program also has reviewed these claims.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$1,833,515.28 and District Warrant Claims totaling \$5,793,219.36.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
3/01/05 thru 3/31/05

PO#	Fund	Department	Vendor	Description	Amount
P58857	61	Risk Management	Self-Insurance Plans	Claims Expense	3,793.95
P58862	41	Riverside Campus - Relocatable Swing Space	Keith Francis & Company, Inc.	Other	3,800.00
P58865	41	Riverside Campus - MLK State Equipment	Diversified Window Coverings, Inc.	Fixtures & Fixed Equipment	10,121.00
P58874	12	Biology	Fisher Scientific	Instructional Supplies	5,916.19
P58876	41	Child Develop Centers - Moreno Valley	Kaplan	Other Supplies	2,117.99
P58877	41	Riverside Campus - MLK State Equipment	Dell Computers	Equipment Additional \$200-\$4999	1,653.36
P58880	11	Administrative Support Center	Synergistic Mailing Services	Postage	1,486.50
P58881	41	Riverside Campus - MLK State Equipment	Cybered Inc.	Computer Software License Agreement	1,000.00
P58882	41	Riverside Campus - MLK State Equipment	AT Kratter & Company, Inc.	Computer Software License Agreement	23,519.00
P58883	41	Riverside Campus - MLK State Equipment	Faronics Technologies Usa Inc.	Software <\$200	4,837.45
P58884	41	Riverside Campus - MLK State Equipment	CDW-G	Equipment Additional \$200-\$4999	23,050.51
P58885	41	Riverside Campus - MLK State Equipment	Internet Security Systems, Inc.	Computer Equipment Additional \$5000 >	2,300.00
P58886	41	Riverside Campus - MLK State Equipment	Software House International, Inc.	Computer Equipment Additional \$5000 >	19,764.05
P58887	41	Riverside Campus - MLK State Equipment	Management Simulations, Inc.	Software <\$200	1,323.85
P58888	41	Riverside Campus - MLK State Equipment	RFB&D	Software <\$200	3,467.83
P58889	41	Riverside Campus - MLK State Equipment	Carina Software	Software <\$200	2,962.70
P58890	41	Riverside Campus - MLK State Equipment	Mathworks, Inc.	Software <\$200	5,325.01
P58895	12	Customized Solutions - CACT	Truex, Robert	Conferences	1,849.58
P58897	12	Provost - Norco - Title V Norco	Mills, David	Conferences	1,068.00
P58898	11	Admissions & Records	Anderson, Lorraine	Conferences	1,080.60
P58902	41	Child Develop Centers - Moreno Valley	Home Depot	Other Supplies	2,000.00
P58903	11	Facilities Planning	John R. Byerly, Inc.	All Other Contract	10,600.00
P58904	11	Facilities Planning	John R. Byerly, Inc.	All Other Contract	8,000.00
P58907	11	Performance Riverside	Society of Stage Directors	Other Services	1,676.00
P58908	41	Child Develop Centers - Moreno Valley	CBE Office Solutions	Computer Equipment Additional \$5000 >	7,995.00
P58909	12	Early Childhood Studies	CBE Office Solutions	Computer Equipment Additional \$5000 >	7,995.00
P58910	11	Performance Riverside	Degrucio, Nicholas J.	Other Services	8,000.00
P58911	61	Risk Management	Amaster Services	Damage Personal Property	1,821.43
P58912	11	Facilities	Tremco, Inc.	Repairs - Parts	17,400.00
P58913	12	Grants Department - Title V - Riverside	Mission Inn	Conferences	2,335.71
P58914	11	Facilities	Tremco, Inc.	Repairs - Parts	2,800.00
P58915	11	Facilities	Tremco, Inc.	Repairs - Parts	13,500.00
P58916	11	Facilities	Tremco, Inc.	Repairs - Parts	2,400.00
P58917	11	Facilities	Tremco, Inc.	Repairs - Parts	8,040.00
P58918	11	Performance Riverside	Moto Canyon Holdings, LLC	Rents and Leases	5,900.00
P58919	11	Facilities	Contract Carpet	Remodel Projects	8,850.00
P58920	11	Facilities	Contract Carpet	Remodel Projects	6,667.00
P58922	11	Facilities	Fineline Interiors Inc.	Remodel Projects	2,301.00
P58923	11	Open Campus-Community Education Classes	Appraisal Foundation	Other Supplies	2,572.50
P58924	11	Facilities	Fineline Interiors Inc.	Remodel Projects	6,883.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
3/01/05 thru 3/31/05

PO#	Fund	Department	Vendor	Description	Amount
P58930	11	Campus Police	Twin Graphics	Copying and Printing	1,031.38
P58931	11	Facilities	Advanced Electrical Contracting Inc.	Remodel Projects	1,599.00
P58932	11	Facilities	Modernair	Remodel Projects	1,898.32
P58933	11	Chancellor's Office	Community College League of Ca	Conferences - McKee-Leone & Crasnow	1,900.00
P58934	11	Facilities	Fineline Interiors Inc.	Remodel Projects	7,470.00
P58935	11	Facilities	LGP Engineering & Construction Inc.	Remodel Projects	3,300.00
P58936	11	Facilities	Commercial Door Company, Inc.	Remodel Projects	7,854.00
P58937	11	Facilities	Commercial Door Company, Inc.	Remodel Projects	3,747.00
P58938	11	Facilities	S & S Grading And Paving, Inc.	Remodel Projects	9,100.00
P58939	11	Facilities	Contract Carpet	Remodel Projects	1,315.69
P58940	11	Facilities	S. K. Telecon, Inc.	Remodel Projects	6,500.00
P58941	11	Facilities	Network Infrastructure Corporation	Remodel Projects	3,390.35
P58942	11	Facilities	Elrod Fence Co., Inc.	Remodel Projects	7,080.00
P58958	11	Viewpoints	Doubletree Hotel - Sacramento	Conferences	1,056.66
P58964	41	Riverside Campus - Relocatable Swing Space	Borg Pacific	Inspection	80,000.00
P58967	12	Performing Arts	Alpha Sound & Lighting Co.	Equipment Additional \$200-\$4999	10,529.11
P58971	11	Grounds	A M Leonard Inc.	Grounds/Garden Supplies	3,249.77
P58975	11	Applied Technology	Alias-Wavefront, Inc.	Computer Software License Agreement	3,335.94
P58978	12	CITD - Marketing Development	Williamson, Jeff	Conferences	1,274.00
P58984	11	Counseling & Guidance	Gateway Companies, Inc.	Equipment Additional \$200-\$4999	3,356.25
P58987	11	Performing Arts	Helferich, Christine	Other Services	1,050.00
P58991	11	Warehouse	Apperson Print Mgmt Services	Purchase/Cost Of Goods Sold	1,500.00
P58998	11	Performing Arts	Nick Rail Music, Inc.	Instructional Supplies	1,937.78
P59002	11	Student Services	Gateway Companies, Inc.	Computer Equipment Additional \$200-\$4999	6,537.49
P59003	11	Grounds	Sunstate Equipment Co.	Rents and Leases	1,806.89
P59004	41	Child Develop Centers - Moreno Valley	Costco	Equipment Additional \$200-\$4999	1,500.00
P59005	12	Performing Arts	Balanced Body Inc.	Equipment Additional \$200-\$4999	3,677.94
P59006	12	Performing Arts	BMI Supply	Equipment Additional \$200-\$4999	4,725.05
P59007	41	Riverside Campus - MLK State Equipment	Elsevier Health Science	Equipment Additional \$200-\$4999	3,784.00
P59009	41	Riverside Campus - MLK State Equipment	A.D.A.M. Inc.	Equipment Additional \$200-\$4999	8,614.61
P59010	11	Athletics	Red Lion Hanalei	Other Services	3,132.81
P59012	41	Riverside Campus - MLK State Equipment	K & D Technology, Inc.	Equipment Additional \$200-\$4999	12,559.50
P59015	12	Cosmetology	Jazz-Z Beauty Products	Equipment Additional \$200-\$4999	11,421.50
P59021	11	Performance Riverside	ZFX, Inc.	Other Services	3,250.00
P59024	11	Grants & Contracts	Beaman, Maryann	All Other Contract	10,000.00
P59027	11	Marketing	KOLA/KCAL	Advertising	3,100.00
P59033	11	Provost - Norco	Sehi Computer Products, Inc.	Equipment Additional \$200-\$4999	2,512.54
P59037	12	Physics	Troxell Communications	Equipment Additional \$200-\$4999	3,206.64
P59038	12	Student Services - Upward Bound Trio	Villa Amalfi Ristorante	Food	3,580.30
P59039	41	Riverside Campus - MLK State Equipment	Interservice	Fixtures & Fixed Equipment	8,899.14
P59040	41	Riverside Campus - MLK State Equipment	Lippincott Williams & Wilkins	Equipment Additional \$200-\$4999	6,134.50

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
3/01/05 thru 3/31/05

PO#	Fund	Department	Vendor	Description	Amount
P59041	41	Riverside Campus - MLK State Equipment	Delmar Thompson Learning	Equipment Additional \$200-\$4999	1,224.31
P59050	11	Automotive Technology	Mitchell I	Other Services	1,615.17
P59051	11	Student Services	Murray's Hotel & Restaurant	Other Supplies	3,224.42
P59052	11	Student Services	Costco	Other Supplies	1,292.68
P59053	11	Computer and Information Science	Sigmanet, Inc.	Repairs - Parts	3,038.55
P59054	41	Riverside Campus - MLK State Equipment	Astrea Partners, Inc.	Equipment Additional \$200-\$4999	1,393.91
P59055	11	Marketing	B & H Photo - Video	Equipment Additional \$200-\$4999	1,589.95
P59066	11	Chemistry	Sargent-Welch	Instructional Supplies	1,748.82
P59068	11	Assessment and Accountability	Apple Computer, Inc.	Computer Equipment Additional \$200-\$4999	2,866.61
P59074	11	Community & Economic Development	Aames Lock & Safe Company	Remodel Projects	3,665.00
P59078	11	Facilities	G/M Business Interiors	Equipment Additional \$200-\$4999	2,322.49
P59083	11	Staff Development - Management	Temecula Creek Inn	Conferences	3,500.00
P59092	41	Riverside Campus - MLK State Equipment	Decking Dynamics	Remodel Projects	6,228.00
P59093	41	Riverside Campus - MLK State Equipment	Compel	Fixtures & Fixed Equipment	13,941.43
P59094	41	Riverside Campus - MLK State Equipment	A & R Electric	Fixtures & Fixed Equipment	28,216.65
P59095	41	Riverside Campus - MLK State Equipment	Western Painting & Wallcovering Inc.	Remodel Projects	5,206.28
P59102	41	Riverside Campus - MLK State Equipment	J.U. Construction Inc.	Fixtures & Fixed Equipment	2,800.00
P59105	11	Grants & Contracts	MBNA/American Business Card	Conferences	1,535.87
P59111	12	Mathematics, Science & Information Systems	Gateway Companies, Inc.	Equipment Replacement \$200-\$4999	4,985.89
P59112	12	Comm., Humanities & Soc Sci - Title V	Troxell Communications	Equipment Additional \$200-\$4999	26,597.01
P59113	12	Performing Arts	Troxell Communications	Equipment Additional \$200-\$4999	4,092.88
P59114	11	Custodial Services	Unisource Worldwide, Inc.	Equipment Additional \$200-\$4999	1,925.90
P59116	11	Performing Arts	Carol's Custom Travel	Other Travel Expenses	6,666.00
P59117	11	Campus Police	Bearcom	Equipment Additional \$200-\$4999	2,190.00
P59123	11	Assessment and Accountability	RP Group, The	Consultants	5,000.00
P59124	32	Food Services	Bryan Exhaust Service Inc.	Repairs - Parts	1,450.00
P59144	12	Grants Department - Title V - Riverside	G/S Consultants	Consultants	6,240.00
P59145	11	Administrative Support Center	Synergistic Mailing Services	Postage	3,986.00
P59149	11	Provost - Moreno Valley	LGP Engineering & Construction Inc.	Repairs - Parts	3,800.00
P59170	11	Facilities - Hazardous Materials	ABBCO Commercial Plumbing	Remodel Projects	42,422.00
P59175	11	IS Network Systems	Vortex Data Systems	Conferences	1,995.00
P59179	11	Performing Arts	Fennell, Mitch	All Other Contract	1,500.00
P59187	12	Customized Solutions - CACT	Troxell Communications	Equipment Additional \$200-\$4999	2,779.95
P59191	11	Public Services & Criminal Justice	Gateway Companies, Inc.	Computer Equipment Additional \$200-\$4999	1,498.18
P59195	11	IS Network Systems	Novacoast, Inc.	Consultants	2,400.00
P59198	11	Police Academy	CTB/Mcgraw-Hill	Tests	6,005.25
P59199	11	Facilities	Contract Carpet	Remodel Projects	6,392.00
P59204	32	Food services	Fred Bush & Associates, Inc.	Equipment Replacement \$200-\$4999	2,041.86
P59205	12	CITD - Grant	Gateway Companies, Inc.	Computer Equipment Additional \$200-\$4999	1,702.45
P59206	12	Customized Solutions - CACT	Gateway Companies, Inc.	Computer Equipment Additional \$200-\$4999	2,428.07
P59207	11	Open Campus-Community Education Classes	Law Office of Michael G. Gouveia	Other	1,200.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
3/01/05 thru 3/31/05

PO#	Fund	Department	Vendor	Description	Amount
P59211	11	Performing Arts	Colors In Motion	Other Services	4,900.00
P59220	11	Grants & Contracts	Residence Inn Washington, Dc	Conferences	2,078.18
P59225	11	Facilities	Contract Carpet	Remodel Projects	4,925.69
P59229	11	Dean of Instruction - Norco	Fisher Scientific	Equipment Additional \$200-\$4999	3,040.64
P59231	11	Academic Affairs - International Education	Schall, Jan	Conferences	1,943.00
P59233	11	Facilities	Contract Carpet	Remodel Projects	3,355.69
P59234	11	Facilities	AMP Mechanical, Inc.	Remodel Projects	5,847.00
P59235	11	Facilities	Advanced Electrical Contracting Inc	Remodel Projects	2,380.00
P59254	11	Facilities	AMP Mechanical, Inc.	Remodel Projects	6,580.00
P59255	11	Facilities	Contract Carpet	Remodel Projects	3,542.69
P59262	11	IS Administration	Unipress Software, Inc.	Computer Software Maintenance/License	5,500.00
P59263	12	Student Services - Upward Bound Trio	Six Flags Magic Mountain	Other Travel Expenses	1,442.50
P59274	11	Library	Dell Computers	Computer Equipment Additional \$200-\$4999	2,509.17
P59277	11	Faculty Senate	Academic Senate of California	Conferences	1,180.00
P59288	11	Facilities	Kincaid Plumbing Co. Inc.	Remodel Projects	3,620.00
P59289	11	Production Printing	World Precision Instruments	Other Services	1,368.26
P59290	11	Administrative Support Center	U.S. Postmaster	Postage	40,000.00
P59296	11	Marketing	Inland Empire Magazine	Advertising	1,590.00
P59297	11	Performing Arts	Tavaglione, Steven A.	All Other Contract	1,500.00
P59303	11	Chemistry	Ikon Office Solutions	Instructional Supplies	2,357.66
P59312	41	Riverside Campus - MLK State Equipment	Gibson Tech Ed., Inc.	Equipment Additional \$200-\$4999	1,058.24
P59313	41	Riverside Campus - MLK State Equipment	Lynxmotion, Inc.	Equipment Additional \$200-\$4999	8,618.17
P59314	41	Riverside Campus - MLK State Equipment	Systechs	Fixtures & Fixed Equip	1,140.00
P59316	41	Riverside Campus - MLK State Equipment	Spinitar	Equipment Additional \$5000 >	42,915.64
P59317	41	Riverside Campus - MLK State Equipment	Concept Media	Computer Software License Agreement	2,250.00
P59319	11	IS - Voice Communication Services	S. K. Telecon, Inc.	Equipment Additional \$200-\$4999	5,000.00
P59321	11	Marketing	CDW-G	Equipment Additional \$200-\$4999	3,423.19
P59322	11	Human Resources	New York Times, The	Advertising	7,302.00
P59326	12	Natural (Life) Science	Carolina Biological Supply Co	Equipment Additional \$200-\$4999	5,794.18
P59328	11	Student Services	Eurosport	Other Supplies	1,000.00
P59329	11	Student Services	Reliable Office Solutions	Equipment Replacement \$200-\$4999	1,108.60
P59332	11	Facilities	Fineline Interiors Inc.	Remodel Projects	2,630.00
P59349	11	Communications & Web Development	Rovan, Joan M.	Conferences	1,100.01
P59355	12	Affirmative Action	HACU Hispanic Association	Memberships	3,947.00
P59367	11	Student Services	Apple Computer, Inc.	Computer Equipment Additional \$200-\$4999	3,769.10
P59370	12	Natural (Life) Science	Ward's Natural Science	Instructional Supplies	4,058.68
P59371	11	Open Campus-TV Classes	PBS	All Other Contract	2,936.00
P59373	11	Applied Technology	Apple Computer, Inc.	Computer Software Maintenance/License	10,042.30
P59374	12	Child Develop Centers - Riverside	Gateway Companies, Inc.	Computer Equipment Additional \$200-\$4999	1,802.66
P59375	11	Open Campus-TV Classes	Dallas Telelearning	All Other Contract	2,706.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
3/01/05 thru 3/31/05

PO#	Fund	Department	Vendor	Description	Amount
P59376	11	Open Campus-TV Classes	San Bernardino Comm. College Dist.	All Other Contract	4,925.00
P59379	11	Dental Hygiene	Lesser, Donna	Conferences	1,020.00
P59393	11	Open Campus-Community Education Classes	Burgraff, Roger	Other	1,000.00
P59395	11	Faculty Senate	Mahon, Richard	Conferences	1,012.45
P59397	12	Open Campus	Community College Foundation	Conferences	3,000.00
P59399	11	Academic Affairs	Cortes, Carlos	Consultants	1,500.00
P59400	11	Performance Riverside	So-Cal Piano Movers	Other Services	1,300.00
P59405	11	Grounds	AMS Paving	Repairs - Parts	9,696.00
P59411	12	Customized Solutions-CACT	Thomas Paton & Associates	Equip Additional \$5000 >	39,693.87
P59414	12	CITD - Grant	Citrus College	Conferences	5,000.00
P59430	11	Geology	Deyoung, Damon	Transportation Contracts	1,000.00
P59435	11	Athletics	Country Inn	Other Services	2,352.24
P59436	11	Police Academy	A & H Rents	Rents and Leases	1,300.00
P59438	12	Nursing, R.N.-VTEA Title I-C	Denbo, Myron H.	All Other Contract	2,600.00
P59439	12	Nursing, R.N.-VTEA Title I-C	Mission Inn	Other Travel Expenses	2,095.00
P59442	41	Riverside Campus - MLK State Equipment	Allsteel, Inc.	Equipment Additional \$200-\$4999	18,605.92
P59443	11	Affirmative Action	Reliable Office Solutions	Equipment Additional \$200-\$4999	3,963.05
P59446	11	Learning Resource Center	Concept Media	Instructional Media Material	3,750.00
P59447	11	IS - Voice Communication Services	AO Communications	Equip Additional \$200-\$4999	4,828.71
P59461	12	Engineering Technology - VTEA Title	3D Cadware	Computer Software License Agreement	3,771.25
P59464	11	Performance Riverside	Gateway Companies, Inc.	Equipment Additional \$200-\$4999	1,234.20
P59465	11	Marketing	Jim's Music	Equipment Additional \$200-\$4999	4,847.60
P59471	12	Counseling & Guidance - Matriculation	Sehi Computer Products, Inc.	Equipment Replacement \$200-\$4999	1,534.04
P59474	41	Riverside Campus - MLK State Equipment	CDW-G	Equipment Additional \$200-\$4999	2,118.17
P59484	12	Police Academy-VTEA Title I-C	CDW-G	Instructional Supplies	1,436.87
P59485	12	Instructional Support-VTEA Title I	Shallenberger, Lorraine	Other Supplies	1,196.58
P59486	11	Performing Arts	Japan Travel Bureau	Other Travel Expenses	7,200.00
P59493	33	Child Development Center	Smart & Final	Other Supplies	1,000.00
P59503	11	Board of Trustees	Takano, Mark	Conferences - Annual Trustees Conference	1,069.62
P59504	11	Board of Trustees	Slocum, Grace	Conferences - Annual Trustees Conference	1,038.80
P59508	11	Dramatic Arts - Summer Theater Conservatory	Janssen, Scott	All Other Contract	1,500.00
P59509	11	Dramatic Arts - Summer Theater Conservatory	Strader, Brett	All Other Contract	2,000.00
P59510	12	Disabled Students Services	CDW-G	Other Supplies	1,411.09
P59511	12	Information Systems & Technology - NASA	National Instruments	Computer Equipment Additional \$200-\$4999	2,800.67
P59512	12	Disabled Students Services	CDW-G	Other Supplies	1,377.05
P59516	12	School of The Arts - FIE Curriculum Development	Johansen, Kirsten	All Other Contract	3,000.00
P59523	12	CITD - Marketing Development	Citrus College	Advertising	2,500.00
P59526	12	Disabled Students Services	Gateway Companies, Inc.	Computer Equipment Additional \$200-\$4999	3,254.05
P59531	11	Chancellor's Office	Liebert, Cassidy & Whitmore	Conferences - AB 1825 Trainer Certification	1,500.00
P59532	12	School of The Arts - FIE Plan/Design	Stevenson, Sarah	All Other Contract	2,800.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
3/01/05 thru 3/31/05

PO#	Fund	Department	Vendor	Description	Amount
P59534	12	Art	Reliable Office Solutions	Equipment Additional \$200-\$4999	1,249.90
P59536	12	Health Services	Euro American Office Supplies, Inc.	Other Supplies	1,359.75
P59549	32	Food Services	Jim Jones Maintenance	Repairs - Parts	1,054.42
P59553	12	Grants Department - Career Ladder Norco	Siemens Building Technologies, Inc.	Fixtures & Fixed Equipment	1,831.91
P59554	11	Grounds	Warren Bros Tractor Work	Other Services	1,400.00
P59555	11	IS Network Systems	CDW-G	Computer Software License Agreement	2,198.10

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
3/01/05 thru 3/31/05

PO#	Fund	Department	Vendor	Description	Amount
Additions to Approved/Ratified Purchase Orders of \$1,000 and over					
P50019	41	Facilities Planning-Quad Remodel	Keith Francis & Company, Inc.	Other	20,000.00
P51864	41	Facilities Planning-MLK Remodel	Keith Francis & Company, Inc.	Other	16,107.00
P52712	41	Moreno Valley Campus - ECS Construction	Douglas E. Barnhart, Inc.	Construction Contract	13,020.00
P54691	11	Warehouse	Office Depot	Purchase/Cost Of Goods Sold	5,000.00
P54696	11	Warehouse	Unisource Worldwide, Inc.	Purchase/Cost Of Goods Sold	40,000.00
P54700	11	Production Printing	Unisource Worldwide, Inc.	Purchase/Cost Of Goods Sold	20,000.00
P54712	32	Food Services	Joseph Webb Foods	Cleaning Supplies	10,000.00
P54730	11	Human Resources	Press Enterprise	Advertising	20,000.00
P54755	11	Custodial Services	Waxie Sanitary Supply	Custodial Supplies	4,500.00
P54763	11	Custodial Services	Unisource Worldwide, Inc.	Custodial Supplies	1,679.00
P54773	11	Cosmetology	Maly's	Instructional Supplies	4,000.00
P54774	11	Cosmetology	Sally Beauty Supply	Instructional Supplies	3,800.00
P54797	12	Production Printing	Binder Products	Equipment Additional \$5000 >	7,824.50
P54801	11	Production Printing	INX International Ink Co.	Purchase/Cost Of Goods Sold	1,000.00
P54805	11	Production Printing	Dynamic Bindery, Inc.	Purchase/Cost Of Goods Sold	10,000.00
P54806	11	Production Printing	Enovation Graphic Systems	Purchase/Cost Of Goods Sold	5,000.00
P54807	11	Facilities	Home Depot	Repairs - Parts	1,500.00
P54856	32	Food Services	California Deli Distributors, Inc.	Food	10,000.00
P54858	11	Custodial Services	Waxie Sanitary Supply	Repairs - Parts	3,000.00
P54860	11	Custodial Services	Patriot Packaging & Supplies	Custodial Supplies	3,700.00
P54889	11	Facilities	Action Door Controls, Inc.	Repairs - Parts	1,500.00
P54941	11	Grounds	Norco Ace Hardware	Grounds/Garden Supplies	1,000.00
P54952	12	Parking	Shell Oil Company	Other Services	2,410.48
P54955	11	Campus Police	ADT Security	All Other Contract	2,822.16
P54978	12	Parking	Traffic Control Service, Inc.	Other Supplies	1,135.39
P55083	61	Risk Management	Lewis,Brisbois,Brisgaard & Smith	Legal	15,000.00
P55119	11	District Legal Services	Clayson Mann Yaeger & Hansen	Legal	20,000.00
P55131	11	Business Services	Riverside County Office of Education	County Contracts	3,000.00
P55222	11	Cosmetology	Salon Partners	Instructional Supplies	2,000.00
P55299	11	English	Office Depot	Other Supplies	3,430.98
P55304	11	Performing Arts	Gilkey, Kathleen	Other Services	3,255.00
P55342	11	Emergency Medical Technology	Reliable Office Solutions	Instructional Supplies	2,000.00
P55397	11	Business and Commerce	Reliable Office Solutions	Instructional Supplies	2,700.00
P55536	11	Open Campus - Senior Citizens	Synergistic Mailing Services	Postage	6,640.00
P55581	11	Open Campus-Community Education Classes	LTM Associates	Other	1,500.00
P55621	11	Open Campus-Community Education Classes	Noriega, Marshall	Other	6,000.00
P55623	11	Open Campus-Community Education Classes	Stage Presence Studio of The Arts	Other	2,500.00
P55691	11	Open Campus-Community Education Classes	Valley Printers, Inc.	Printing Class Schedule	10,000.00
P55766	41	Riverside Campus - P.E. Complex, Phase I,	Keith Francis & Company, Inc.	Other	6,200.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
3/01/05 thru 3/31/05

PO#	Fund	Department	Vendor	Description	Amount
P55784	11	Purchasing	Archive Management Inc.	Other Services	2,000.00
P55851	11	Marketing	Press Enterprise	Advertising	4,000.00
P55909	11	Ceramics	Aardvark Clay & Supplies	Instructional Supplies	1,000.00
P55944	11	Performance Riverside	5th Avenue Theatre Association	Scenic Rentals	11,848.00
P55948	11	Performance Riverside	Riverside Marriott	Other Travel Expenses	9,500.00
P55966	11	Performance Riverside	BMI Supply	Equip Additional \$200-\$4999	2,136.78
P55972	11	Performance Riverside	Home Depot	Theatre Supplies	1,000.00
P55979	11	Dental Hygiene	Dunkel Dental Service	Repairs - Parts	4,000.00
P55988	11	Dental Hygiene	Henry Schein Inc.	Instructional Supplies	5,000.00
P56045	12	Grants Department - Gateway to College	Barnes & Noble	Instructional Supplies	10,000.00
P56215	11	Open Campus-Community Education Classes	Coast Traffic School	Other	1,200.00
P56238	11	Athletics	Enterprise Rent-A-Car	Transportation Contracts	6,732.70
P56249	11	Facilities - Utilities - Dental Hygiene	March Joint Powers Authority	Natural Gas	12,000.00
P56269	32	Food Services	Select Produce, Inc.	Food	5,000.00
P56400	11	Physics	Pasco	Instructional Supplies	1,000.00
P56546	11	Open Campus-Community Education Classes	Notary Public Seminars, Inc	Other	15,000.00
P56604	11	Open Campus-Community Education Classes	Bowman, Gary	Other	1,000.00
P57389	11	Welding	Airgas	Instructional Supplies	1,075.00
P57458	11	Facilities	Environmental Management	Other Services	8,332.77
P57505	41	Riverside - MLK Remodel Roof Replacement	Cabral Roofing and Waterproofing	Remodel Projects	6,900.00
P57833	12	Grants Department - H1-B Grant	Parkview Community Hospital	Other Supplies	2,287.90
P57962	11	Performance Riverside	Costumes Galore	Costume Rentals	1,486.95
P58309	11	Computer and Information Science	Astrea Partners, Inc.	Equipment Additional \$200-\$4999	1,848.62
P58588	12	Parking	AMS Paving	Construction Contract	13,005.00
P58616	41	Riverside Campus - P.E. Complex, Phase I,	Modtech Holdings, Inc.	New Buildings	120,857.94
P58850	11	Student Services	CDW-G	Computer Equipment Additional \$200-\$4999	1,666.77
Subtotal (pages 1-6)					1,113,389.51
Subtotal (page 7&8)					<u>543,102.94</u>
Purchase Orders \$1,000 and Over					1,656,492.45
Purchase Orders Under \$1,000					<u>177,022.83</u>
Grand Total					<u><u>1,833,515.28</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-3

Date: April 19, 2005

Subject: Annuities

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Ed Godwin
Risk Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: April 19, 2005

Subject: Budget Adjustments

Background: The 2004-05 adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, some accounts have surplus funds while others are underbudgeted. As provided in Title 5, Section 58307, the Board of Trustees may approve transfers between major expenditure classifications to allow for needed purchases. Unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 11, Resource 1000). The following budget transfers have been requested:

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to purchase replacement equipment.		
From: Chancellor's Office	Supplies	\$ 1,610
To: Chancellor's Office	Equipment Replacement	\$ 1,610
2. Transfer to purchase supplies.		
From: Classified Staff Development	Conferences	\$ 1,000
To: Classified Staff Development	Supplies	\$ 1,000
3. Transfer to provide for an Academic Special Project and to carpet an Administrative Support Center office.		
From: Public Affairs	Advertising	\$ 300
	Supplies	788
To: Public Affairs	Academic Special Project	\$ 300
Facilities, Riverside	Remodel Project	788
4. Transfer to purchase equipment.		
From: Internal Audit Services	Supplies	\$ 823
To: Internal Audit Services	Equipment	\$ 823

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: April 19, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
5. Transfer to purchase equipment.		
From: Institutional Effectiveness	Memberships	\$ 100
To: Institutional Effectiveness	Equipment	\$ 100
6. Transfer to reallocate the H1-B Technical Skills Training Program budget. (Fund 12, Resource 1190)		
From: H1-B Grant	Academic FT Non-Instr	\$ 34
	Conferences	1,276
	Equipment	430
To: H1-B Grant	Instr Salaries, Reg FT	\$ 30
	Instr Salaries, Other Sub	384
	Employee Benefits	905
	Supplies	421
7. Transfer to purchase supplies. (Fund 12, Resource 1190)		
From: Foster and Kinship Care Grant	Classified FT Admin	\$ 3,200
To: Foster and Kinship Care Grant	Supplies	\$ 3,200
8. Transfer to provide for Academic Special Projects.		
From: Dean of Education	Reference Books	\$ 100
	Copying and Printing	900
	Supplies	1,200
	Conferences	175
	Equipment	880
To: Dean of Education	Academic Special Project	\$ 3,255

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: April 19, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
9. Transfer to provide for emergency repairs at the Norco Campus, award for information resulting in a criminal conviction, emergency repairs to the Riverside Campus flood control channel, Public Safety Initiative contract with Michael G. Dolence and Associates, Riverside City Campus presidential recruitment and to purchase replacement equipment.		
From: Salary Savings	Classified FT Admin	\$ 45,947
	Classified FT	16,160
	Instr Salaries, Reg FT	35,700
To: Facilities, Norco	Rents and Leases	1,807
	Repairs	44,140
Campus Police, Riverside	Other Services	2,500
Facilities, Riverside	Repairs	9,696
Affirmative Action	Equipment Replacement	3,964
Public Services/Criminal Justice	Consultants	34,000
Human Resources	Rents and Leases	1,300
	Mileage	400
10. Transfer to reallocate the Independent Living Program budget. (Fund 12, Resource 1190)		
From: Independent Living Grant	Lecturers	\$ 1,510
To: Independent Living Grant	Academic PT Non-Instr	\$ 1,350
	Employee Benefits	160
11. Transfer to provide for Academic Special Projects and to purchase supplies and equipment.		
From: Academic Affairs	Admin Contingency Acct	\$ 23,000
To: Academic Affairs	Academic Special Project	\$ 10,000
Business Administration	Equipment	8,000
Dean of Faculty	Supplies	1,000
	Equipment	4,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: April 19, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
12. Transfer to provide for fire alarm system monitoring.		
From: Facilities, Campus Safety	Repair Parts	\$ 9,070
To: Facilities, Campus Safety	Other Services	\$ 9,070
13. Transfer to provide for pre-collegiate curriculum development for the Planning to Improve Access and Retention Program Grant. (Fund 12, Resource 1190)		
From: Dean of Education	Mileage	\$ 66
	Conferences	1,350
To: Dean of Education	Academic Special Project	\$ 1,416
14. Transfer to provide for the Oral Language Pre-K Parent Orientation event. (Fund 12, Resource 1190)		
From: Center for Primary Ed Program	Other Services	\$ 4,000
To: Center for Primary Ed Program	Academic Special Project	\$ 4,000
15. Transfer to purchase equipment.		
From: Dean of Faculty	Software	\$ 515
To: Dean of Faculty	Equipment	\$ 515
16. Transfer to purchase replacement equipment for the Senior Education Program.		
From: Open Campus	Supplies	\$ 900
To: Open Campus	Equipment Replacement	\$ 900

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: April 19, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
17. Transfer to reallocate the VTEA Title 1-C Program budget. (Fund 12, Resource 1190)		
From: Occupatnl Ed – VTEA – Title 1-C	Classified Hourly Equipment	\$ 11,000 33,944
To: Occupatnl Ed – VTEA – Title 1-C	Instructional Media Material Copying and Printing Supplies Other Services	\$ 6,606 13,438 3,000 21,900
18. Transfer to purchase supplies. (Fund 12, Resource 1190)		
From: VTEA – State Leadership	Other Services	\$ 700
To: VTEA – State Leadership	Supplies	\$ 700
19. Transfer to purchase equipment.		
From: Information Services	Consultants Software	\$ 11,096 386
To: Information Services	Equipment Equipment Replacement	\$ 11,096 386
20. Transfer to reallocate the Matriculation budget. (Fund 12, Resource 1190)		
From: Matriculation	Academic FT Admin	\$ 80,000
To: Matriculation	Academic PT Non-Instr Classified FT Tests Conferences Equipment	\$ 5,000 20,000 43,901 2,907 8,192

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: April 19, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
21. Transfer to reallocate the Performance Riverside budget. (Fund 11, Resource 1090)		
From: Performance Riverside	Classified FT Admin	\$ 30,087
	Classified FT	1,354
	Employee Benefits	8,717
To: Performance Riverside	Supplies	\$ 3,476
	Custodial Supplies	1,782
	Repair Parts	254
	Filming	1,025
	Travel Expenses	10,000
	Rents and Leases	20,087
	Other Services	3,534
22. Transfer to purchase replacement equipment. (Fund 12, Resource 1190)		
From: CACT	Classified FT Admin	\$ 5,319
	Classified FT	206
	Employee Benefits	2,644
To: CACT	Equipment Replacement	\$ 8,169
23. Transfer to purchase equipment. (Fund 12, Resource 1050)		
From: Campus Police, Riverside	Other Services	\$ 994
To: Campus Police, Riverside	Equipment	\$ 994
24. Transfer to purchase equipment.		
From: Physical Sciences, Riverside	Instructional Supplies	\$ 1,985
To: Physical Sciences, Riverside	Equipment	\$ 1,985

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: April 19, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
25. Transfer to reallocate the EOPS Program budget. (Fund 12, Resource 1190)		
From: EOPS	Supplies	\$ 3,860
	Postage	800
	Equipment	7,300
	Student Financial Grants	3,415
	Book Grants	1,432
To: EOPS	Academic PT Non-Instr	\$ 4,256
	Employee Benefits	12,551
26. Transfer to purchase supplies and modeling services.		
From: Art, Riverside	Instructional Aides, Hourly	\$ 1,114
To: Art, Riverside	Supplies	\$ 500
	Temporary Services	614
27. Transfer to reallocate the Instructional Equipment and Materials Program budget. (Fund 12, Resource 1190)		
From: Art, Riverside	Equipment	\$ 1,200
Life Sciences	Equipment	516
Library, Riverside	Books/New and Exp Library	22,694
Health, Human and Public Services	Equipment	26
Dean of Instruction, MV	Equipment	2,780
To: Art, Riverside	Supplies	\$ 1,200
Life Sciences	Instructional Supplies	516
Library, Riverside	Other Services	22,694
Health, Human and Public Services	Instructional Supplies	26
Dean of Instruction, MV	Supplies	2,500
	Instructional Supplies	280

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: April 19, 2005

Subject: Budget Adjustments (cont'd)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
28. Transfer to reallocate the Nurses Workforce Initiative Program budget. (Fund 12, Resource 1190)			
From:	Nurses Workforce Initiative	Academic PT Non-Instr	\$ 1,778
To:	Nurses Workforce Initiative	Reference Books	\$ 315
		Software	893
		Supplies	195
		Equipment	375
29. Transfer to purchase equipment and to provide for guest musicians, Academic Special Projects and travel expenses.			
From:	Performing Arts, Riverside	Instructional Supplies	\$ 3,000
	Performing Arts, Chamber Choir	Student Help – Instr	4,320
	Performing Arts, Show Choir	Classified Special Project	2,175
		Student Help – Instr	1,030
To:	Performing Arts, Riverside	Equipment	\$ 3,000
	Performing Arts, Chamber Choir	Travel Expenses	4,320
	Performing Arts, Show Choir	Academic Special Project	2,175
		Other Services	1,030
30. Transfer to purchase supplies and repair parts.			
From:	Applied Tech	Conferences	\$ 400
	Applied Tech - Auto Tech	Repairs – Instructional	2,384
	Applied Tech-Radio, Motn. Pict, TV	Repairs – Instructional	200
To:	Applied Tech	Supplies	\$ 400
	Applied Tech – Auto Tech	Instructional Supplies	1,384
		Repair Parts	1,000
	Applied Tech-Radio, Motn Pict, TV	Instructional Supplies	200

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: April 19, 2005

Subject: Budget Adjustments (cont'd)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
31. Transfer to purchase equipment for the NASA Procurement Contract Program. (Fund 12, Resource 1190)			
From:	NASA Procurement Contract	Conferences	\$ 301
To:	NASA Procurement Contract	Equipment	\$ 301
32. Transfer to purchase equipment.			
From:	English, Speech, Communications	Instructional Supplies	\$ 600
		Supplies	250
To:	English, Speech, Communications	Equipment	\$ 850
33. Transfer to purchase emergency supplies for kits distributed at the Management Emergency Preparedness Workshop.			
From:	Management Staff Development	Conferences	\$ 1,500
To:	Management Staff Development	Supplies	\$ 1,500
34. Transfer to purchase equipment. (Fund 33, Resource 3300)			
From:	Early Childhood Studies, Norco	Supplies	\$ 550
To:	Early Childhood Studies, Norco	Equipment	\$ 550
35. Transfer to purchase equipment.			
From:	Info Systems and Technology	Comp Software Maint/Lic	\$ 4,500
		Instructional Supplies	2,100
To:	Info Systems and Technology	Equipment	\$ 6,600

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: April 19, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
36. Transfer to purchase equipment.		
From: Academy	Lecturers	\$ 2,000
	Transportation	1,405
To: Academy	Equipment	\$ 3,405
37. Transfer to purchase equipment.		
From: Library, Riverside	Other Services	\$ 2,525
To: Library, Riverside	Equipment	\$ 2,525
38. Transfer to reallocate MLK Equipment Project budget. (Fund 41, Resource 4160)		
From: MLK Equipment	Equipment	\$ 15,504
To: MLK Equipment	Comp Software License	\$ 2,250
	Software	13,254
39. Transfer to purchase equipment.		
From: Math, Science and Info Systems	Comp Software License	\$ 4,300
To: Math, Science and Info Systems	Equipment	\$ 4,300
40. Transfer to provide for student salaries to maintain licensing requirements. (Fund 33, Resource 3300)		
From: Early Childhood Services, MV	Academic PT Non-Instr	\$ 6,000
To: Early Childhood Services, MV	Student Help – Non-Instr	\$ 6,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: April 19, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
41. Transfer to purchase instructional supplies and provide for custodial staffing needs.		
From: Health, Human and Public Services	Rents and Leases	\$ 5,000
	Laundry and Cleaning	18,975
To: Health, Human and Public Services	Instructional Supplies	\$ 5,000
Facilities, MV	Classified Hourly	18,975
42. Transfer to purchase supplies and to provide for conferences, rents and leases.		
From: Dean of Instruction, Norco	Equipment	\$ 1,899
	Software	27
To: Dean of Instruction, Norco	Conferences	\$ 900
Arts, Humanities and Social Sci	Instructional Supplies	356
	Supplies	420
Performing Arts, Norco	Rents and Leases	250
43. Transfer to reallocate the Student Support Services TRIO Program budget. (Fund 12, Resource 1190)		
From: Std Support Srvc TRIO, Norco	Tests	\$ 200
	Student Insurance	844
To: Std Support Srvc TRIO, Norco	Academic PT Non-Instr	\$ 120
	Employee Benefits	524
	Transportation	200
	Other Services	200

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: April 19, 2005

Subject: Budget Adjustments (cont'd)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
44.	Transfer to reallocate the Title V Program budget. (Fund 12, Resource 1190)		
From:	Title V, MV	Classified Hourly	\$ 2,000
		Other Services	55,000
To:	Title V, MV	Supplies	\$ 1,800
		Instructional Supplies	200
		Equipment	38,000
		Equipment Replacement	17,000
45.	Transfer to purchase equipment and provide for the transportation costs for the Puente/Claremont College event.		
From:	Student Services, MV	Supplies	\$ 525
To:	Student Services, MV	Equipment Replacement	\$ 84
	Counseling – Puente Project	Transportation	441

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

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: April 19, 2005

Subject: Resolution to Amend Budget – Resolution No. 28-04/05
2004-2005 AmeriCorps Local Emergency Readiness Teams (ALERT) Project

Background: The Riverside Community College District (RCCD) has received additional funding for the 2004-2005 AmeriCorps Local Emergency Readiness Teams (ALERT) Project in the amount of \$79,490 from the Foundation for California Community Colleges (FCCC). The funds will be used to provide opportunities for 43 community college students to serve their communities as a prelude to a career in teaching, public safety and/or emergency management fields. The agreement between RCCD and the FCCC was discussed at the April 18, 2005, Academic Affairs and Student Services Committee Meeting.

Recommended Action: Contingent upon the Board of Trustee's approval of Board Report No. V-A-10, presented later in this agenda, it is recommended that the Board of Trustees approve adding the revenue and expenditures of \$79,490 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

Prepared by: Ola M. Jackson
Associate Dean, Teacher Preparation & Education Programs

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 28-04/05

2004-2005 AmeriCorps Local Emergency Readiness Teams (ALERT) Project

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$ 79,490 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on April 19, 2005.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: April 19, 2005

Subject: Resolution to Amend Budget – Resolution No. 29-04/05
2004-2005 Statewide Leadership for Centers for International Trade Development

Background: The Riverside Community College District has received an augmentation to the 2004-2005 Statewide Leadership for Centers for International Trade Development in the amount of \$60,000 from the California Community Colleges Chancellor's Office, Economic and Workforce Development Program. The funds will be used for travel and conferences and to conduct a business survey as part of the strategic planning process for the Centers for International Trade Development Initiative.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$60,000 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

Prepared by: Jeffrey A. Williamson, Interim Statewide Director
Centers for International Trade Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 29-04/05

2004-2005 Statewide Leadership for Centers for International Trade Development

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$60,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on April 19, 2005.

Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 29-04/05
 2004-2005 Statewide Leadership for Centers for International Trade Development**

<i>Year</i>	<i>County</i>	<i>District</i>	<i>Date</i>	<i>Fund</i>
05	33	07	4/19/2005	12

<i>FUND</i>	<i>SCHOOL</i>	<i>RESOURCE</i>	<i>PY</i>	<i>GOAL</i>	<i>FUNC</i>	<i>OBJECT</i>	<i>AMOUNT</i>		<i>Object Code Description</i>
12	AXD	1190	0	0000	0173	8659	60,000	00	REVENUE
									EXPENDITURES
12	AXD	1190	0	6819	0173	5220	10,000	00	Conferences
13	AXD	1190	0	6819	0173	5620	50,000	00	All Other Contracts
							60,000	00	TOTAL INCOME
							60,000	00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: April 19, 2005

Subject: Resolution to Amend Budget – Resolution No. 30-04/05
2004-2005 Disabled Student Programs and Services

Background: The Riverside Community College District (RCCD) has received additional funding for the 2004-2005 Disabled Student Programs and Services in the amount of \$44,084 from the California Community Colleges Chancellor's Office and \$6,312 from Butte Community College District. The funds will be used to purchase closed captioning equipment, supplies and services for disabled students using RCCD's High Tech Center.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$50,396 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

Prepared by: Paula McCroskey
Associate Dean, DSPS

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 30-04/05

2004-2005 Disabled Student Programs and Services

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$50,396 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on April 19, 2005.

Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
INCOME & EXPENDITURES - BUDGET AMENDMENT
Resolution No. 30-04/05
2004-2005 Disabled Student Programs and Services**

Year	County	District	Date	Fund
05	33	07	4/19/2005	12

FUND	SCHOOL	RESOURCE	PY	GOAL	FUNC	OBJECT	AMOUNT	Object Code Description	
12	000	1190	0	0000	0180	8629	44,084	00 REVENUE -BCCD	
12	000	1190	0	0000	0180	8621	6,312	00 REVENUE - CCCC	
EXPENDITURES									
12	DZP	1190	0	6420	0180	6481	29,902	00 Equipment	
12	DZP	1190	0	6420	0180	5890	10,987	00 Other Services	
12	DZP	1190	0	6420	0180	4590	225	00 Other Supplies	
12	AZP	1190	0	6420	0180	5635	2,970	00 Software Licensing	
12	AZP	1190	0	6420	0180	4590	6,312	00 Other Supplies	
							50,396	00	TOTAL INCOME
							50,396	00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: April 19, 2005

Subject: Resolution to Amend Budget – Resolution No. 31-04/05
2004-2005 Telecommunications and Technology Infrastructure Program

Background: The Riverside Community College District has received additional funding for the 2004-2005 Telecommunications and Technology Infrastructure Program in the amount of \$751 from the California Community Colleges Chancellor's Office. The funds will be used to pay for software.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$751 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

Prepared by: Bob Bramucci
Dean, Open Campus and
Economic Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 31-04/05

2004-2005 Telecommunications and Technology Infrastructure Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$751 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on April 19, 2005.

Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 31-04/05
 2004-2005 Telecommunications and Technology Infrastructure Program**

Year	County	District	Date	Fund
05	33	07	4/19/2005	12

FUND	SCHOOL	RESOURCE	PY	GOAL	FUNC	OBJECT	AMOUNT		Object Code Description
12	000	1190	0	0000	0076	8628	751	00	REVENUE
									EXPENDITURES
12	AJO	1190	0	6010	7076	6485	751	00	Computer Equipment
							751	00	TOTAL INCOME
							751	00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-b-5

Date: April 19, 2005

Subject: Resolution to Amend Budget – Resolution No. 32-04/05
2004-2005 John F. Kennedy Middle College High School
Curriculum Development Project

Background: The Riverside Community College District has received funding for the 2004-2005 John F. Kennedy (JFK) Middle College High School Curriculum Development Project in the amount of \$99,200 from the U.S. Department of Education as one of the FY 2005 Congressionally-Directed Grants. The funds will be used to pay for faculty and staff, supplies, travel, and an interagency agreement with Corona-Norco Unified School District to develop curriculum for the JFK Middle College High School at the RCCD Norco Campus.

Recommended Action: Contingent upon the Board of Trustee's approval of Board Report No. V-A-6-d, presented later in this agenda, it is recommended that the Board of Trustees approve adding the revenue and expenditures of \$99,200 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

Prepared by: Richard Keeler, Director
Grants and Contract Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 32-04/05

**2004-2005 John F. Kennedy Middle College High School
Curriculum Development Project**

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$99,200 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on April 19, 2005..

Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 32-04/05**

**2004-2005 John F. Kennedy Middle College High School
 Curriculum Development Project**

<i>Year</i>	<i>County</i>	<i>District</i>	<i>Date</i>	<i>Fund</i>
05	33	07	4/19/2005	12

<i>FUND</i>	<i>SCHOOL</i>	<i>RESOURCE</i>	<i>PY</i>	<i>GOAL</i>	<i>FUNC</i>	<i>OBJECT</i>	<i>AMOUNT</i>		<i>Object Code Description</i>
12	EMA	1190	0	6017	4120	8190	99,200	00	REVENUE
									EXPENDITURES
12	EMA	1190	0	6017	4120	1490	37,355	00	Academic, Part Time
12	EMA	1190	0	6017	4120	2139	8,640	00	Classified Hourly
12	EMA	1190	0	6017	4120	3130	4,515	00	Employee Benefits
12	EMA	1190	0	6017	4120	4590	1,000	00	Supplies
12	EMA	1190	0	6017	4120	4555	4,519	00	Printing/Copying
12	EMA	1190	0	6017	4120	5620	42,371	00	Contractual
12	EMA	1190	0	6017	4120	5210	800	00	Travel
							99,200	00	TOTAL INCOME
							99,200	00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-c

Date: April 19, 2005

Subject: Contingency Budget Adjustments

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to provide for replacement of counter top convection steamer. (Fund 32, Resource 3200)			
From:	Food Services	Contingency	\$ 10,629
To:	Food Services	Equipment Replacement	\$ 10,629
2. Transfer to provide for acquisition and relocation services for the Market Street / University Avenue project. (Fund 41, Resource 4130)			
From:	La Sierra Capital	Contingency	\$ 109,000
To:	La Sierra Capital	Sites and Site Improvements	\$ 109,000
3. Transfer to provide for development of the Bridge Project. (Fund 41, Resource 4160)			
From:	GO Bond Capital Projects	Contingency	\$ 1,162,367
To:	Facilities, Riverside	Bridge Project	\$ 1,162,367
4. Transfer to provide for soils testing related to the Moreno Valley Phase III project. (Fund 41, Resource 4160)			
From:	GO Bond Capital Projects	Contingency	\$ 8,000
To:	Facilities, Moreno Valley	Moreno Valley Phase III	\$ 8,000
5. Transfer to provide for additional architectural services related to the Nursing / Science project. (Fund 41, Resource 4160)			
From:	GO Bond Capital Projects	Contingency	\$ 41,800
To:	Facilities, Riverside	Nursing / Science Project	\$ 41,800

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-c

Date: April 19, 2005

Subject: Contingency Budget Adjustments

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

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. IV-A-5-a

Date: April 19, 2005

Subject: Award of Contract – Modular Buildings for Bridge Project

Background: To accommodate the current growth within the District, staff requested approval to purchase portable structures to be called the Bridge project. Coachella Valley Unified School District awarded a bid #46-04/05 which the District may use in accordance with Public Contract Code 20118 as designated in the terms and conditions of the bid and in accordance with Public Contract Code Section 20652 which is written specifically for California School Districts. MODTECH Manufacturing & Construction submitted a proposal for DSA approved modular buildings for the Bridge project. The cost of the buildings will be \$606,059.00. District staff reviewed the proposal and bid and found it to be in the best interest of the District to purchase the buildings through this bid. Funding for this purchase will come from Measure C.

Recommended Action: It is recommended that the Board of Trustees award a contract to MODTECH for the purchase and installation of DSA approved modular buildings for the Bridge project, per the terms of the bid awarded by Coachella Unified School District. The award is in accordance with Public Contract Code 20118 and 20652. It is further recommended that the Board of Trustees authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. IV-A-5-b

Date: April 19, 2005

Subject: Award of Bid – Early Childhood Playground Equipment, Norco Campus

Background: The District has received a \$50,000 grant from the Weingart Foundation to purchase a playground structure for the Norco Early Childhood Center. The Grant stipulated that the playground meet ADA and safety requirements, specifically for children with special needs such as children with limited mobility or who are non-ambulatory. Each play area would have a rubberized seamless surface under the particular structure. Henderson Recreation provided the specifications and design drawings for wooden play structures that would fit with the rural setting of the Norco Community.

District staff advertised the Notice Inviting Bids for two weeks and sent a Notice Inviting Bids to three specific vendors who specialized in wooden play structures. Only one bid, from Gotham Playgrounds and Surfacing, was received.

Gotham's bid included the following elements:

Base Bid – Wooden Climbing Structure and protective surface area	\$44,826
Alternate #1– Wooden Covered Bridge	5,145
Alternate #2 – Three-sided wood Play Hut with floor, table and benches and protective surface area	9,738
Alternate #3 – Drive-through Gas Pump Façade and protective surface area	7,498
Alternate #4 – Intergalactic Pods and protective surface area	8,512

Following review, District staff recommends awarding the base bid amount with alternate #1 for a total of \$49,971 to Gotham Playgrounds and Surfacing. References for Gotham were checked and found to be satisfactory. Funding for this project will be provided by the aforementioned grant via the RCC Foundation.

Recommended Action: It is recommended that the Board of Trustees award the bid for the Norco Early Childhood Playground equipment to Gotham Playground and Surfacing in the amount of \$49,971 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: April 19, 2005

Subject: Out-of-State Travel

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

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

- 1) Ms. Cynthia Conley, user support coordinator, information services, to travel to Portland, Oregon, July 16-20, 2005, to attend the Collegenet User Conference. Estimated cost: \$1,401.72. Funding source: the general fund.
- 2) Mr. Damon DeYoung, instructor, geology, to travel to the Grand Canyon in Arizona, and to Bryce and Zion National Parks in Utah, January 19-23, 2005, to prepare for Geology 31 Course. Estimated cost: \$550.00. Funding source: the general fund.
- 3) Mr. Damon DeYoung, instructor, geology, to travel to the Grand Canyon in Arizona, and to Bryce and Zion National Parks in Utah, April 9-15, 2005, accompanying 17 students in his Geology 31 Course. Estimated cost: \$2,750.00. Funding source: the general fund.
- 4) Mr. Joe Escoto, application support technician, information services, to travel to Portland, Oregon, July 17-20, 2005, to attend Collegenet User Conference. Estimated cost: \$1,256.59. Funding source: the general fund.
- 5) Mr. Phil Kelleher, director, fire technology/fire academy programs, to travel to Annandale, Virginia, May 2-4, 2005, to attend the Homeland Security/Defense Education Consortium. Estimated cost: \$370.00. Funding source: the general fund.
- 6) Mr. Phil Kelleher, director, fire technology/fire academy programs, and Mr. Alex Gregg, fire technology adjunct, to travel to Emmitsburg, Maryland, June 2-8, 2005, to attend the Fire and Emergency Services Higher Education Conference. Estimated cost: \$2,524.30. Funding source: Vocational Technical Education Act grant funds.
- 7) Dr. Sue Kross, associate professor, nursing education program, to travel to Seattle, Washington, May 12-14, 2005, to attend the Psychiatric Nursing: 20th Annual Conference. Estimated cost: \$991.25. Funding sources: \$200.00 from the general fund, and \$791.25 to be paid by the employee.
- 8) Ms. Donna Lesser, instructor, dental hygiene, to travel to May 11-13, 2005, to travel to San Antonio, Texas, to attend Balancing Clinical Teaching and Evaluation Workshop. Estimated cost: \$960.00. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: April 19, 2005

Subject: Out-of-State Travel (continued)

- 9) Ms. Donna Lesser, instructor, dental hygiene, to travel to Lake George, New York, June 10-14, 2005, to attend the American Dental Educators Association National Allied Dental Director's Conference. Estimated cost: \$1,875.00. Funding source: the general fund.
- 10) Ms. Diana E. MacDougall, associate professor, American sign language, to travel to Portland, Oregon, June 12-14, 2005, to attend a Symposium on Teaching Consecutive Interpreting. Estimated cost: \$225.00. Funding sources: \$200.00 from the general fund, and \$25.00 to be paid by the employee.
- 11) Mr. Barry Meier, district dean, physical education and athletics, to travel to Reno, Nevada, April 6-8, 2005, to attend the Commission on Athletics Convention. Estimated cost: \$606.50. Funding source: the general fund.
- 12) Dr. Chris Nollette, emergency medical services instructor/director, paramedic program, to travel to Columbus, Ohio, April 28-May 1, 2005, to attend the National Registry Intern Writing Committee Meeting. There is no cost to the District.
- 13) Dr. Chris Nollette, emergency medical services instructor/director, paramedic program, to travel to St. Paul, Minnesota, May 19-22, 2005, to attend the National Association of Emergency Medical Services Educators' Instructor Course. Estimated cost: \$20.62 (mileage only). Funding source: the general fund.
- 14) Dr. Ron Pardee, professor, management, to travel to Lansing, Michigan, May 14-19, 2005, to attend the Michigan State University Center for International Business Education Research Conference. Estimated cost: \$1,346.20. Funding source: the Center for International Trade Development grant funds.
- 15) Ms. Judy Perhamus, associate professor, computer information systems, to travel to Orlando, Florida, March 15-18, 2005, to attend the Thomson/Course Technology 10th Annual IT Conference. There is no cost to the District.
- 16) Ms. Grace A. Plascencia, assistant director, financial aid, to travel to Westminster, Colorado, May 24-25, 2005, to attend the EDFUND 6th Annual Advisory and Enhancement Group Symposium. There is no cost to the District.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: April 19, 2005

Subject: Out-of-State Travel (continued)

- 17) At the meeting of October 19, 2004, the Board approved out-of-state travel for Dr. Carolyn Quin, interim dean, Riverside School for the Performing Arts, to travel to Asheville, North Carolina, November 4-6, 2004, to attend the Community Colleges and Creative Economics: A New Design Conference. Estimated cost: \$1,122.00. Funding source: Riverside School for the Arts grant funds. The dates of travel changed to November 3-7, 2004, and the cost increased to \$1,543.00.
- 18) Ms. Susan Robson, assistant professor, nursing education program, to travel to San Antonio, Texas, June 22-26, 2005, to attend the National Conference on the 6th Annual Nursing Skills Laboratories. Estimated cost: \$1,711.80. Funding source: Vocational Technical Education Act grant funds.
- 19) Ms. Joan Rovon, senior graphics designer, public affairs and institutional advancement, to travel to Tampa, Florida, June 21-23, 2005, to attend the Creative Destination – Designers Conference. Estimated cost: \$954.00. Funding sources: \$555.00 from the general fund, \$399.00 from staff development funds.
- 20) Ms. Deborah Slayton, procurement specialist, to travel to Reno, Nevada, April 11-14, 2005, to attend the U.S. Army Corps of Engineers, 4th Annual Veterans and Small Business Outreach and Training Conference. Estimated cost: \$778.85. Funding source: Procurement Assistance Center grant funds.
- 21) Ms. Beth Watts, user support coordinator, to travel to Portland, Oregon, July 16-20, 2005, to attend the Collegenet User Conference. Estimated cost: \$1,401.72. Funding source: the general fund.
- 22) Dr. Gail Zwart, instructor, business, to travel to Lansing, Michigan, May 14-19, 2005, to attend Michigan State University Center for International Business Education Research Conference. Estimated cost: \$1,246.20. Funding source: the Center for International Trade Development grant funds.

Salvatore G. Rotella
Chancellor

Prepared by: Michelle Haeckel
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. IV-A-8-a

Date: April 19, 2005

Subject: Agreement with EarSay, Inc.

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and EarSay, a non-profit New York-based arts organization, which will provide a workshop and evening performance as part of the ongoing Voices from the Americas series, which has been sponsored by RCCD since 1998. Ms. Judith Sloan and Mr. Warren Lehrer will conduct a workshop for RCC students on Friday, April 29, and a public performance of "Crossing the BLVD: strangers, neighbors, aliens in a new America," on Saturday, April 30, in the Landis Performing Arts Center on the Riverside City College campus. The term of this agreement is April 29 and April 30, 2005, for a total workshop/performance fee of \$2,000.00 and estimated air travel costs of \$850.00. Funding source: General Fund, Resource 1000.

The service provider identified in this agreement does not make or participate in the making of decisions that may foreseeably have material effect on financial interests of the District. As such, EarSay, Inc., is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement, and Ed Godwin, Director, Administrative Services, have reviewed this agreement.

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and EarSay, Inc., for April 29-30, 2005, for an amount not to exceed \$3,000.00 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Jim Parsons
Associate Vice Chancellor
Public Affairs and Institutional Advancement

Independent Contractor Agreement
Between
Riverside Community College District
And
EarSay, Inc.

This Agreement, entered into this April 19, 2005, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, hereinafter referred to as the "Client," and EarSay, Inc., a non-profit arts organization, whose address is PO Box 4338, Sunnyside, NY 11104, hereinafter referred to as the "Contractor."

ARTICLE I. TERM OF AGREEMENT

1.01 This Agreement is effective to cover activities beginning April 29, 2005, and will continue in effect until 12 midnight on April 30, 2005.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

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

4.02 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies at the Contractor's sole discretion.

4.03 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."

- 4.04 Worker's Compensation. Contractor agrees to provide workers' compensation insurance for all its employees and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability or death.
- 4.05 Indemnification and Hold Harmless. Consultant and The District mutually agree to indemnify and hold each other free and harmless from any obligations, cost claims, judgments, attorney's 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.
- 4.06 Insurance. Contractor shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Contractor's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this Agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00.
- 4.07 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.08 Treatment of Client Information. Contract shall regard all Client data and information used in the work performed under this Agreement as confidential, and will comply with all Family Education Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.
- 5.02 Provision of Services. Client agrees to provide assistance to the Contractor as specified in "Attachment C."

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this Agreement and not as officers, employees or agents of RCCD.
- 7.04 Debarment, Suspension, and Other Responsibility Matters. Contractor agrees to comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions. In addition, Contractor certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Riverside Community College District

EarSay, Inc.

James L. Buisse
Vice Chancellor, Administration and Finance

Judith Sloan
Representative

Date

Date

EXHIBIT A

Riverside Community College District
Independent Contractor Agreement with
EarSay, Inc.

SCOPE OF SERVICES

Two-day Voices from the Americas presentation

EarSay, Inc., a non-profit arts association based in New York, will present a multi-media and stage performance, as part of the ongoing Voices from the Americas series. With this agreement, the EarSay principals, Judith Sloan and Warren Lehrer, will perform services as detailed within this scope of service.

Ms. Sloan and Mr. Lehrer will:

- Present a one-evening performance of **Crossing the BLVD: strangers, neighbors, aliens in a new America** on Saturday, April 30, at 7 pm in Landis Performing Arts Center on the Riverside City College campus.
- Meet and greet audience members during a book-signing event following the performance.

Ms. Sloan will:

- Conduct a workshop for RCC students on Friday, April 29, focusing on Immigration, Documentary Art, Oral History and Storytelling. Time: TBD

Payment for the performance and workshop will be \$2,000.00, and RCCD will reimburse Ms. Sloan and Mr. Lehrer for airfare costs between NYC and Long Beach.

Note: The Riverside Public Library, a co-sponsor of the event, will arrange travel from Long Beach Airport to Riverside and cover lodging costs for Ms. Sloan and Mr. Lehrer.

EXHIBIT A

Riverside Community College District
Independent Contractor Agreement with
EarSay, Inc.

SCOPE OF SERVICES

Two-day Voices from the Americas presentation

1. As compensation for the services to be rendered, Client shall pay to the Contractor an amount equal to \$2,000.00 for delivery of a two-day Voices from the Americas presentation to be paid upon submission of an invoice. In addition, Client shall reimburse Contractor for roundtrip airfare costs from NYC to Long Beach. Contractor will pay for travel in advance and will provide receipts.
2. If the Contractor does not deliver the aforementioned services for the presentation of a two-day Voices from the Americas event as outlined in "Attachment B," no funds will be deemed due the Contractor by the Client.
3. Contractor shall submit invoices to Client for services rendered as indicated in the Agreement.

EXHIBIT C

Riverside Community College District
Independent Contractor Agreement with
EarSay, Inc.

CLIENT ASSISTANCE/SERVICES PROVIDED TO CONTRACTOR

Two-day Voices from the Americas presentation

The Client agrees to provide:

- Landis Performing Arts Center for rehearsal and technical set up beginning at 9 am on Saturday, April 30, 2005
- One sound technician and one lighting technician to go through technical rehearsal beginning at 9 am
- One additional support technician to run slides during run-through and performance, beginning at 11 am
- Tech rehearsal with full run-through from noon to 3 pm
- Equipment:
 - Slide projector with zoom lens
 - Screen in theatre
 - CD player
 - Two (2) wireless lav microphones
 - Three (3) microphones (including one wireless) for audience-response segment
 - DR and DL specials (as directed)
 - Two (2) black music stands
 - Internet hookup (if available)
- Copies of “Crossing the BLVD” book for signing/sale (*Note: no cost to Client*)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-8-b

Date: April 19, 2005

Subject: Lease Agreement with OCE – North America

Background: Attached for the Board's consideration is a proposed lease agreement between the Riverside Community College District and OCE, North America, a manufacturer of document duplication equipment. Through this agreement, OCE will provide five (5) copy machines for the Administrative Support Center. This agreement will replace an existing agreement which has provided four (4) older machines. The term of the agreement will cover a period of five years, with quarterly payments of \$37,789.98, an annual savings of \$5,036.04. Funding source: General Fund, Resource 1000.

Robert Rodriguez, Director, Administrative Support Center, and Ed Godwin, Director, Administrative Services have reviewed this agreement.

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement between Riverside Community College District and OCE, North America, in the amount of \$755,799.60, plus taxes, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Jim Parsons
Associate Vice Chancellor
Public Affairs and Institutional Advancement



Océ Financial Services, Inc.

Term Rental Agreement

OFSI Origination office: 5450 Cumberland Avenue Chicago IL 60656
 OFSI Administrative office: 5600 Broken Sound Blvd. Boca Raton FL 33487

Contract No:	
---------------------	--

Customer Billing and Contact Information	Equipment Installation Information
Customer Full Legal Name: <u>RIVERSIDE COMMUNITY COLLEGE FINANCE</u>	Customer Full Legal Name: <u>-- See Site Surveys --</u>
DBA: _____	DBA: _____
Contact Name: <u>Misty Cheatham</u>	Contact Name: <u>-- See Site Surveys --</u>
Contact Phone: <u>(951)222-8000-8929</u> Email: _____	Contact Phone: _____ Email: _____
Address: <u>3617 SAUNDERS ST</u>	Address: _____
City: <u>RIVERSIDE</u> County: <u>RIVERSIDE</u>	City: _____ County: _____
State: <u>CA</u> Zip: <u>92506-4134</u>	State: _____ Zip: _____
Federal Tax ID#: _____	

Contract and Payment Terms					
Rental Payment	Rental Term (Months)	Number of Payments	Billing Cycle (freq)	End of Term Purchase Option	For equipment detail, please see the equipment description exhibit A. • Cost per impression • Replacement of prior contract
\$37,789.98	60	20	Quarterly	FMV	

IMPORTANT: Rental Payment will be adjusted for applicable taxes. Payments are due on the first of each month with the first regular payment due on the first of the month after equipment installation. There will be a pro-rated charge for the period between the installation date and the first of the next month.

Dear Customer: This Contract is written in simple and easy to read language. The words **YOU** and **YOUR** refer to the Customer as the Lessee. The words **WE, US** and **OUR** refer to the Lessor, Océ Financial Services, Inc.

- CONTRACT:** We agree to rent to you and you agree to rent from us the equipment, software and services ("Equipment") listed above or identified in any attached equipment schedule ("Contract"). You promise to pay us the Rental Payments according to the terms of the payment schedule shown above or on any equipment schedule hereto. The Equipment will be used for business and/or commercial purposes and will not be used for personal, family or household purposes.
- START OF CONTRACT; DUE DATE OF RENTAL PAYMENTS:** The rental term ("Rental Term") shall be for the period specified herein. The Rental Term shall start when the Equipment is ready for commercial operation, but in no event later than 30 days after delivery of the Equipment ("Rental Start Date"). You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. For the Rental Term, you agree to pay the Rental Payments for the number of payments ("Number of Payments") specified herein. We bill on the first of each month. The first Rental Payment will be due on the first day of the month immediately following the Rental Start Date ("Regular Payment Date") and the remaining Rental Payments will be due on the same day of each consecutive payment period thereafter for the duration of the Rental Term. For the period covering the Rental Start Date to the first Regular Payment Date ("Interim Period"), you shall pay us an amount equal to the Rental Payment divided by 30 and multiplied by the number of days in the Interim Period. Such amount shall be due and payable on the tenth day following the Rental Start Date, and the Rental Term will be in addition to the Interim Period. You agree to remit to us the Rental Payment and all other sums when due each Billing Cycle at the address we provide to you from time to time. Rental Payments are due whether or not you are invoiced. You authorize us to adjust the Rental Payments by not more than 15% to reflect (i) any reconfiguration of the Equipment that results in a change in the cost by the manufacturer/supplier, or (ii) adjustments to reflect applicable sales taxes. For any payment that is not received by its due date, you agree to pay a late charge equal to a finance charge of 1.5% on any delinquent balance (not to exceed the maximum amount permitted by law). Any security deposit you have given us may be used by us to cover any costs or losses we may suffer due to your default of any Contract. If applicable, the Security Deposit will be held by us, without interest, and may be commingled (unless otherwise required by law), until all obligations under this Contract are satisfied, and may be applied at our option against amounts due under this Contract. The Security Deposit, at our option, will be (i) returned to you upon termination of the Contract, provided you are not in default, or (ii) applied to the last Rental Payment or (iii) applied to the amount we may quote for any purchase or upgrade of the Equipment.
- RENTAL CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Contract; and (d) pay all other costs and expenses for which you are obligated under this Contract. You agree, at our discretion, to either (1) reimburse us annually for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment, or (2) remit to us each Billing Cycle our estimate of the pro-rated equivalent of such taxes and governmental charges. You agree to pay us an administrative fee for the processing of any Contract Charges that may be due and payable under this Contract. We may take on your behalf, any action required under this Contract that you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check that is returned by the bank for any reason (not to exceed the maximum amount permitted by law). We have the option to charge a Contract origination charge of \$150 (for processing and UCC filings), which shall be due and payable with the first Rental Payment.

The terms of this contract (including those on the reverse side) should be read carefully because only those terms in writing are enforceable. You agree to comply with the terms and conditions of this contract and understand that this contract is non-cancelable for any reason until all your obligations have been met. You certify that all the information contained in this contract and your application was correct and compete when this contract was signed. You have selected the Equipment based on your own judgment and we have no responsibility as to the satisfactory performance or maintenance of the Equipment.

Neither the supplier nor any of its salespersons are our agent. They have no authority to speak on our behalf or make any changes to the Contract. The Contract may not be modified except in writing signed by both parties. By signing below, you (a) certify that you have read the entire Contract, (b) that neither we nor our representatives have made any agreements or representations except as set forth herein or in the equipment schedule and (c) you are duly authorized to execute the Contract on behalf of your organization. This Contract will not commence and will not be binding on us until accepted by us.

Customer Authorized Signature	Accepted by Océ Financial Services, Inc.:
Customer Name: _____	Name: <u>Océ Financial Services, Inc.</u>
Authorized Signature: _____	Authorized Signature: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____ Date: _____

4. **EQUIPMENT OWNERSHIP:** We are and shall remain the sole owner of the Equipment. You agree to keep the Equipment free from liens and encumbrances. The Equipment shall always remain personal property even though the Equipment may become attached or affixed to real property. If this Contract is determined to be a secured lease, you hereby grant us a security interest in the Equipment and all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired, and all proceeds thereof (including insurance proceeds).
5. **REPRESENTATIONS, COVENANTS:** You represent and warrant that all customer information provided in this Contract and any associated documents are true, accurate and complete. You agree to inform us in advance of any change in the status or type of your organization, state of organization, state of organization, organization ID number or FEIN. Upon our reasonable request, you will provide us with recent audited financial statements and other organization documentation.
6. **NO WARRANTIES:** WE ARE LEASING THE EQUIPMENT TO YOU "AS IS" WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP. WE ARE NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE EQUIPMENT OR ANY DEFECTS OR FAILURES IN OPERATION. We assign to you for the term of this Contract any transferable manufacturer or supplier warranties. We are not liable to you for any breach of those warranties. You agree that upon your acceptance of the Equipment, you will have no set-offs or counterclaims against us.
7. **USE, MAINTENANCE AND REPAIR.** You will keep the Equipment only at the address shown in the Contract and you will not move it from that address unless you get our prior written consent. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment solely for the purpose for which it was designed and in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records; (e) not install any accessory or device on the Equipment if such (i) is not readily removable, or (ii) will impair the originally intended function or use of such Equipment. All options, additions, repairs, parts, accessories, equipment and devices attached to the Equipment that are not readily removable, shall become our property.
8. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Rental Payments and Rental Charges, (ii) the present value of all remaining Rental Payments and Rental Charges for the item, discounted at the rate of 6% per annum (or the highest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Contract, "Fair Market Value" of the Equipment means its fair market value at the end of the Rental Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us.
9. **INSURANCE:** Until this Contract is paid in full and the Equipment has been returned to us, you will: (a) keep the Equipment insured for its full replacement value against all types of loss, including theft, flood and earthquake coverage, and name us as loss payee; and, (b) provide and maintain acceptable comprehensive general public liability insurance. All policies shall require the insurer to provide us at least thirty days prior written notice of any material change, cancellation or non renewal of coverage. If you do not provide us with acceptable evidence of insurance, we may, but will have no obligation to, obtain insurance for you and add a charge to your Rental Payment which will include the premium cost and related costs.
10. **LIABILITY:** You are responsible for all losses, damage, claims, infringement claims, injuries and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend, hold harmless and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Contract, for acts or omissions that occurred during the Term of this Contract. You also agree that this Contract has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or this Contract. In the event of any such loss, we may increase the Rental Payments and other amounts due, to offset any loss of tax benefits.
11. **TAXES; PERSONAL PROPERTY TAX FEES:** You agree to reimburse us for applicable sales and/or use tax and all other taxes, fees, fines and penalties which may be imposed, levied or assessed by any federal, state or local government or agency which relate to this Contract, the Equipment or its use (excluding, however, any taxes based on our net income). Fines and penalties will be limited to any incurred as a result of your failure to act in accordance with federal, state and local tax laws and codes and/or the terms of this Contract. You agree to reimburse us for reasonable costs and an administrative fee incurred in collecting or paying any taxes, assessments, charges, penalties or fees.
12. **ASSIGNMENT:** You may not assign or dispose of any rights or obligations under any portion of this Contract; nor shall you sub-lease the Equipment without our prior written consent. We may, without notifying you, (a) assign this Contract or our interest in the Equipment, and (b) release information we have about you and this Contract to the manufacturer, supplier or any prospective investor, participant or purchaser of this Contract. Any such information shall be deemed confidential by the recipient and us. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Contract, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.
13. **DEFAULT; DAMAGES:** If you (a) fail to make any Rental Payment or Rental Charge when due; or (b) become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you; or (c) terminate your existence by merger, consolidation, sale of substantially all your assets; or (d) default under any other agreement you have with us or our affiliates, or (e) otherwise breach any warranty, covenant or provision of this Contract, we may accelerate the remaining balance due on this Contract and demand the immediate return of the Equipment to us. If you do not return the Equipment to us within ten (10) days of our notice of your default, you will also pay the End of Term Purchase Option stated on the applicable equipment schedule. We may also use any remedies available to us under the Uniform Commercial Code or any other applicable law. To the extent permitted by law, you waive (i) any notice of our repossession and/or (ii) any requirement for us to dispose of the Equipment or otherwise mitigate our damages. By repossessing any Equipment, we do not waive our right to collect the balance due on this Contract.
14. **WAIVER:** Our delay or failure to enforce our rights under this Contract will not prevent us from doing so at a later time.
15. **CHOICE OF LAW; JURISDICTION; VENUE; NON-JURY TRIAL, LIMITATION OF LIABILITY:** You and any Guarantor hereto agree that this Contract will be deemed for all purposes to be fully executed and performed in the State of Illinois and will be governed by Illinois law. YOU AND ANY GUARANTOR EXPRESSLY AND IRREVOCABLY AGREE TO: (a) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF ILLINOIS IN ANY CONTROVERSY THAT MAY ARISE RELATING TO THIS CONTRACT, ANY GUARANTEE OR THE EQUIPMENT; (b) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN ILLINOIS AND AGREE THAT SUCH COURT WILL BE A CONVENIENT PLACE FOR ANY TRIAL; AND, (c) WAIVE ANY RIGHT TO A TRIAL BY JURY. You and any Guarantor further acknowledge and agree that subsections (a) through (c) are conditions precedent to and are material inducements to our entering into this Contract with you and any Guaranty with any Guarantor. NEITHER PARTY, SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR DAMAGES SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY ANY THIRD PARTY INCLUDING YOUR CUSTOMERS. OUR MAXIMUM LIABILITY TO YOU FOR ANY CLAIM FOR DAMAGES RELATING TO OUR PERFORMANCE OR NON-PERFORMANCE UNDER THIS CONTRACT SHALL BE LIMITED TO THE LESSER OF \$100,000 OR THE AMOUNT PAID BY YOU FOR THE ITEM WHICH IS THE SUBJECT OF THE CLAIM.
16. **FINANCE LEASE; AMENDMENTS:** YOUR OBLIGATION TO PAY ALL AMOUNTS UNDER THIS CONTRACT IS ABSOLUTE AND UNCONDITIONAL. THIS CONTRACT IS A "FINANCE LEASE" UNDER THE UNIFORM COMMERCIAL CODE ("UCC"). THIS CONTRACT MAY NOT BE AMENDED EXCEPT IN WRITING THAT WE HAVE SIGNED. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES YOU MAY HAVE UNDER UCC 2A-50B THROUGH 2A-522, INCLUDING ANY RIGHT TO: (a) CANCEL THIS CONTRACT, (b) REJECT TENDER OF THE EQUIPMENT, (c) REVOKE ACCEPTANCE OF THE EQUIPMENT, (d) RECOVER DAMAGES FOR ANY BREACH OF WARRANTY, AND (e) MAKE DEDUCTIONS OR SET-OFFS, FOR ANY REASON, FROM AMOUNTS DUE US UNDER THIS CONTRACT. IF ANY PART OF THIS CONTRACT IS INCONSISTENT WITH UCC 2A, THE TERMS OF THIS CONTRACT WILL GOVERN.
17. **RETURN OF EQUIPMENT.** If you are in default, or you do not purchase the Equipment at the end of the Rental Term (or any quarterly renewal term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and maintenance logs, in good working order and condition (except for ordinary wear and tear from normal use), packed per the manufacturer or supplier's specifications, and pay an inspection, restocking and handling fee of \$250, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned equipment. You will pay us for any loss in value resulting from your failure to maintain the Equipment in accordance with this Contract, missing components, or for damages incurred in shipping and handling.
18. **UCC FILINGS:** You authorize us to file UCC financing statements, and any amendments thereto, to show our interest in the Equipment and any proceeds. You authorize us to insert or correct missing information on this Contract, including contract number, your legal name, serial numbers, Equipment location, and any information describing the Equipment.
19. **MISCELLANEOUS:** You agree that any Purchase Order issued to us covering the Equipment or Contract, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify this Contract. If we agree, you may transmit this Contract, equipment schedule and related documents to us by telecopy or facsimile ("fax"). The fax document shall constitute an original of the documents and best evidence of the parties' agreement, and shall be binding on you as if it were manually signed and personally delivered. You agree that the fax document will be admissible in any legal action. We have no duty to verify or inquire as to the validity, execution, signer's authority or any other matter concerning the propriety of any fax. Notices, requests or other communications required under the Contract to be sent to either party shall be in writing and shall be hand, overnight courier or certified mail. You agree to service of process by certified mail at your address above in connection with any legal action brought by Océ. If any provision of this Contract is unenforceable, invalid or illegal, the remaining provisions will continue to be effective.
20. **END OF TERM OPTIONS.** At the end of the Rental Term and upon 90 days prior written notice to us, you shall either (a) return all of the Equipment in accordance with Section 17 above, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY, for the End of Term Purchase Option price stated herein, plus applicable sales and other taxes. If notice is not received by us, this Contract shall continue on a quarterly basis and you shall pay us the same Rental Payments and Rental Charges applicable during the Rental Term until the Equipment is returned to us or you pay us the appropriate purchase price (and taxes). If you are in default, and upon demand by us, you shall return the Equipment in accordance with Section 17 above.
21. **COST PER IMPRESSION PROGRAM (if applicable):** As part of the Rental Payment, you are entitled to a Copy Allowance of the number of impressions specified herein. If the PER FOOT PRICING option has been selected, all Print Charges will be billed on a per foot basis, with each linear or square foot equal to one impression. We are acting solely as an administrative agent for the supplier, Océ-USA, Inc. in the billing and collection of these Print Charges. Additional charges for the Cost per Impression program may be invoiced for the following: (a) if you use more than the Copy Allowance in a given period, you will pay an additional charge and such charge will be invoiced by and payable to Océ North America, Inc.; (b) if Océ North America, Inc. determines that you have used more than 10% over the manufacturer's recommended specification for supplies, you agree to pay reasonable charges for those excess supplies directly to Océ North America, Inc.; (c) upon 30 days prior written notice, Océ North America, Inc. may annually increase the portion of your Rental Payment allocated for the maintenance of the Equipment; such increase in any one year shall not be more than ten percent over the previous years' maintenance charges; however, if you selected the Océ North America, Inc. FIXED PRICE PLAN, Océ North America, Inc. will forego its right to increase the maintenance component throughout the initial Rental Term.



Océ Financial Services, Inc.

Term Rental Agreement

Contract No:

Product/Equipment Supplies Detail	
Manufacturer	Item / Description
Océ	VarioPrint 2110
1. Océ	- Océ VarioPrint 2110 (VP2110)
Océ	VarioPrint 2070
2. Océ	- Océ VarioPrint 2070 (VP2070)
Océ	Océ DocSetter V2
3. Océ	- Océ DocSetter V2 (DOCSEV2)
Océ	VarioPrint 2065
4. Océ	- Océ VarioPrint 2065 (VP2065)
Océ	Océ VarioPrint 2090
5. Océ	- Océ VarioPrint 2090 (VP2090)
Océ	Océ DS10 Scanner
6. Océ	- Océ DS10 Scanner (DS10) Serial #: 265 (Refinance)
Océ	Océ VarioPrint 2105
7. Océ	- Océ VarioPrint 2105 (VP2105) Serial #: 0274 (Refinance)
8. Océ	Buyout - 3100 Family-Buyouts/Co-terminus Leases Only #0000020521
9. Océ	Buyout - 3165 Factory Produced New Model Classic Family #9077
10. Océ	Buyout - 2465/2475 Family-Buyouts/Co-terminus Leases Only #8293

Payment Schedule (Step Lease Only)				
Payment Number	1	To	20	\$37,789.98
Payment Number		To		
Payment Number		To		
Payment Number		To		
Payment Number		To		

Comments
Upgrade Amendment Option

1. GOVERNMENT CUSTOMER TERMS (if applicable)
 - a. FUNDING. You state that it is your intent to make all Rental Payments and Rental Charges required under this Contract. In the event that (i) through no action initiated by you, your legislative body does not appropriate funds for the continuation of the Contract for any fiscal year after the first fiscal year and has no funds to do so from other sources and (ii) you have made a reasonable but unsuccessful effort to find a viable assignee within your general organization who can continue this Contract, this Contract may be terminated. To effect this termination, you shall, 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, send us written notice stating that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed us under the Contract and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. If as part of the Contract we included non-recoverable expenses (including but not limited to existing lease buyout charges, negative amortization due to deferral or step payments, non-Océ equipment, supplies, training, consulting, technical support, implementation fees, financed maintenance, delivery or installation), then you agree that should you will fully reimburse us for the remaining balance of these non-recoverable expenses. You shall return the Equipment in accordance with the Contract and certify that, when returned, the Equipment will be free of all liens and encumbrances. You will then be released from your obligations to make any further payments to us under this Contract (and we will retain all sums paid to date).
 - b. TAX TREATMENT. If the End of Purchase Option is \$1, we have accepted this Contract on our basis claiming any interest paid by you as exempt from our federal income tax under Section 103(c) of the Internal Revenue Code of 1986. Should we lose the benefit of this exemption as a result of your failure to comply with or be covered by Section 103(c) or its regulations, then, subject to the availability of funds and upon demand by us, you shall pay us an amount equal to its loss in this regard. At the time of execution of this Contract, you shall provide us with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.
 - c. TITLE: If the End of Purchase Option is \$1, Section 4 is amended to transfer title to the Equipment to you so long as no Default has occurred and/or so long as this Contract shall not have been previously terminated. Upon any Default, title shall revert to us free of any of your right, title or interest, and without any further act of conveyance. Thereafter, you shall have no right, title or interest in the Equipment or any additions, repairs, replacements or modifications thereto except as expressly set forth in this Contract.
2. REPLACEMENT/MODIFICATION OF PRIOR AGREEMENT (if applicable). This Contract will replace or modify a prior agreement between you and us covering the specified equipment. If it is a replacement contract, the prior agreement shall be null and void; if it is a modification, the prior agreement shall remain in effect except that any new terms presented in this modification agreement (e.g., price, duration configuration) shall take precedence over the prior terms for the balance of the Contract Term. In addition,

modifications requiring a reamortization of your payments may include a one-time administrative/processing charge which will appear on your first bill under this revised arrangement.

3. **NON-OCÉ EQUIPMENT; WE ARE A FINANCIAL INTERMEDIARY** (if applicable). You are leasing specifically identified products that were selected by you and that are not sold by Océ North America Inc. in the normal course of its business. With regard to these products, you agree that we are leasing them to you "As Is" and without warranty or liability (either direct or indirect) of any kind. As such, and with regard to these products, YOU HEREBY WAIVE THE IMPLIED WARRANTY OF MERCHANTABILITY. We assign to you, to the extent assignable, any warranty rights we have to these products (which rights shall revert to us if you breach this agreement). You agree (a) that these products are not covered by Océ North America's obligation to provide maintenance services; (b) to maintain a service agreement for these products with a service provider acceptable to us throughout this Contract Term; (c) to pay all personal property taxes related to these products; and (d) to assign to us any rights you have to these products until title passes from us to you (which, subject any software licenses surrounding the acquisition of these products, shall occur when you obtain title to all Equipment covered by this Contract).

4. **FINANCED SOFTWARE TOTAL** (if applicable). The initial license fees for any application software set forth in this Contract shall be paid for through your Rental Payment. (a) If you breach the Océ North America software license or any of your obligations regarding the Equipment, the full amount of the initial license fees shall be immediately due and payable; (b) you acknowledge that (i) all software is furnished to you under one or more license agreements governing your rights thereto; (ii) the Contract does not convey any explicit or implicit license for the use of Software or other intellectual property relating to the Equipment; and (iii) we do not hold title to any Software and you warrant that at the date of entry in the related Contract you shall be the licensee of such software directly from the licensor; (c) you shall not amend, modify or otherwise alter, any term or condition of any license agreement, including, without limitation, any such term or condition related to (i) payment of any amounts due thereunder; (ii) any liabilities or your obligations as licensee.

ADDENDUM "A"
to TERM RENTAL AGREEMENT (the "Contract")
TERMS AND CONDITIONS
BETWEEN
Océ Financial Services, Inc.
AND
Riverside Community College District ("RCCD")

The parties hereto agree to amend the Contract to effect the changes hereinafter described. Paragraph numbers/headings appearing below refer to the sections of the respective document.

9. INSURANCE

At the end of this section add the following new sentence:

"RCCD will meet the insurance requirements by a combination of self-insurance, insurance and liability coverages from a joint powers authority."

10. LIABILITY

Delete the last two sentences of this section in their entirety, which read:

"You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or this Contract. In the event of any such loss, we may increase the Rental Payments and other amounts due, to offset any loss of tax benefits."

All other terms, covenants and conditions of the Contract not herein modified by this Addendum shall remain in full force and effect.

The parties hereto have executed this Addendum as of the Effective Date of the Contract.

Riverside Community College District

Océ Financial Services, Inc.

SIGNATURE

SIGNATURE

NAME

NAME

TITLE

TITLE

DATE

DATE



Océ North America, Inc.

Customer Agreement

Division:	DPS
Order Type:	Bundled Lease (Term Rental)
	Hardware

Contract No:	
Agreement No:	00046684-01
Rep No:	6605

Customer's Sold To Address	Customer's Ship To Address
Company Name: <u>RIVERSIDE COMMUNITY COLLEGE FINANCE</u>	Company Name: <u>-- See Site Surveys --</u>
DBA: _____	DBA: _____
Contact Name: <u>Misty Cheatham</u>	Contact Name: _____
Address: <u>3617 SAUNDERS ST</u>	Address: _____
Address: _____	Address: _____
City: <u>RIVERSIDE</u> County: <u>RIVERSIDE</u>	City: _____ County: _____
State: <u>CA</u> Zip: <u>92506-4134</u> Phone: <u>(951)222-8000-8929</u>	State: _____ Zip: _____ Phone: _____

Product/Equipment	Supplies Description	Requested Delivery	Qty.	Pre-pack	Warranty (Ref. Days)	List Price	Trade-in / Discount	Installation/ Delivery	Addenda Totals	Total Net Price
A	VP2110	02/25/2005	1		0					
B	VP2070	02/25/2005	1		0					
C	DOCSEV2		1		0					
D	VP2065		1		0					

Billing Frequency	Intro or Equipment Rental Data			Special Delivery Charges
Minimum Rental Payment Quarterly	Term	Minimum Payment	Cost per Copy	Excess Rigging
				Total (Exclusive of Sales/Use Tax & Maint.)
Minimum Maintenance Payment Quarterly	Payment No. To		Trade in Equip <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	K-16 Summer Shut-Off (DPS Only)
	Payment No. To		PO Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Copy Allowance Annually	Payment No. To		Tax Exempt <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Supplies Incl. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Service (Also used for Rental Copy Allowances/Charges.)									
Number of Copies	Copy Allowance	Zone	Service Charge	Service Addend	Excess Meter Charge (Copies will be billed separately)	Service Pricing Fixed			
A B&W 110000 04 Clr 0 Scan 0	COPIES	1	Included		B&W Pooled Clr Scan 0	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Months 49-72	
B B&W 300000 Clr 0 Scan 0	COPIES	1	Included		B&W Pooled Clr Scan 0	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Months 49-72	
C B&W unlimited Clr 0 Scan 0		1	Included		B&W 0 Clr Scan 0	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Months 49-72	
D B&W 300000 Clr 0 Scan 0	COPIES	1	Included		B&W Pooled Clr Scan 0	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Months 49-72	

Acceptance	Optional Service								
Customer Signature acknowledges receipt of 7 (#) documents (See documents listed below) which are incorporated into this document by reference.	After Hours Coverage								
DOCUMENT NAME	Opt. Coverage								
Document Acceptance Agreement	Add'l Service Charge								
Customer Agreement Addendum For Additional Product/Equipment	Call Out Charge								
Customer Agreement Addendum For Additional Product Maintenance									
Customer Agreement Addendum For Product Optional Maintenance									
Common Terms and Conditions									
Site Surveys (2)									
	<table border="1" style="width: 100%;"> <tr> <td>A</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> <tr> <td>B</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> <tr> <td>C</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> <tr> <td>D</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> </table>	A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	B	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	C	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	D	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
B	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
C	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
D	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
	Comments Primary Maintenance pooled on (VP2110,VP2070,VP2065,VP2090,VP2105). Total pool allowance: 14000004 Pool excess rate: 0.0072 This equipment is leased under a separate lease agreement by Océ Financial Services.								

Customer Authorized Signature	Océ Authorized Signature
Customer Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (Print): _____
Title: _____ Date: _____	
	Océ North America, Inc. • 5450 N. Cumberland Avenue • Chicago, IL 60656

CUSTOMER'S REPRESENTATIVE WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CUSTOMER AND THE AGREEMENT IS BINDING ON CUSTOMER.

THIS CUSTOMER AGREEMENT IS ONLY BINDING UPON SIGNATURE OF AN AUTHORIZED Océ North America REPRESENTATIVE.

THESE TERMS AND CONDITIONS SUPERCEDE ANY OTHER TERMS AND CONDITIONS INCLUDING ANY TERMS AND CONDITIONS IN THE CUSTOMER'S PURCHASE ORDER TERMS AND CONDITIONS OR OTHER DOCUMENTS. CUSTOMER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGES HE/SHE HAS READ THESE TERMS AND CONDITIONS AND ACKNOWLEDGES THAT THESE TERMS AND CONDITIONS SUPERCEDE ANY OTHER TERMS AND CONDITIONS.



Océ North America, Inc.

Document Acceptance Agreement

Agreement No: 00046684-01

Customer's Sold To Address	Customer's Ship To Address
Company Name: <u>RIVERSIDE COMMUNITY COLLEGE FINANCE</u>	Company Name: <u>-- See Site Surveys --</u>
DBA: _____	DBA: _____
Contact Name: <u>Misty Cheatham</u>	Contact Name: _____
Address: <u>3617 SAUNDERS ST</u>	Address: _____
Address: _____	Address: _____
City: <u>RIVERSIDE</u> County: _____	City: _____ County: _____
State: <u>CA</u> Zip: <u>92506-4134</u> Phone: <u>(951)222-8000-8929</u>	State: _____ Zip: _____ Phone: _____

Acceptance				
Customer Signature acknowledges receipt of (#) documents (See documents listed below), which are incorporated into this document by reference.				
<table border="1"> <thead> <tr> <th>DOCUMENT NAME</th> <th>REV.</th> </tr> </thead> <tbody> <tr> <td>Site Surveys (2)</td> <td></td> </tr> </tbody> </table>	DOCUMENT NAME	REV.	Site Surveys (2)	
DOCUMENT NAME	REV.			
Site Surveys (2)				

Customer Authorized Signature	Sales Manager Acknowledgement
Company Name: _____	Name: _____
Authorized Signature: _____	Océ Authorized Signature
Name (Please Print): _____	Date: _____
Title: _____ Date: _____	Accepted by VP: _____
	Name (Please Print): _____

<small>CUSTOMER'S REPRESENTATIVE WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CUSTOMER AND THE AGREEMENT IS BINDING ON CUSTOMER.</small>	<small>THIS CUSTOMER AGREEMENT IS ONLY BINDING UPON SIGNATURE OF AN AUTHORIZED Océ North America, Inc. REPRESENTATIVE.</small>
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THESE TERMS AND CONDITIONS SUPERCEDE ANY OTHER TERMS AND CONDITIONS INCLUDING ANY TERMS AND CONDITIONS IN THE CUSTOMER'S PURCHASE ORDER TERMS AND CONDITIONS OR OTHER DOCUMENTS. CUSTOMER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGES HE/SHE HAS READ THESE TERMS AND CONDITIONS AND ACKNOWLEDGES THAT THESE TERMS AND CONDITIONS SUPERCEDE ANY OTHER TERMS AND CONDITIONS.



Océ North America, Inc.
 Customer Agreement Addendum

Division:	DPS
Order Type:	Bundled Lease (Term Rental) Hardware

For Additional Product/Equipment

Agreement No:	00046684-01
Rep No:	6605
Branch No:	

VP2110

Customer: RIVERSIDE COMMUNITY COLLEGE FINANCE

3. Product/Equipment Description (include serial numbers and meter counts when required)	Requested Delivery	Qty	Pre-Pack	Warranty (# OF DAYS)	List Price	Trade-In/ Discount	Installation & Delivery	Total Net Price	Maint. Price
Starter Kit (2 Boxes Toner/1 Box Staples)		1					\$0.00	\$0.00	\$0.00
User Interface		1					\$0.00	\$0.00	\$0.00
Smart Imager		1					\$0.00	\$0.00	\$0.00
Off-Line Stapler		1					\$0.00	\$0.00	\$0.00
CRU 3 Bins (Tabs enabled)		1					\$0.00	\$0.00	\$0.00
PIM-Fin Module		1					\$0.00	\$0.00	\$0.00
1700 sheet paper tray		2					\$0.00	\$0.00	\$0.00
600 sheet paper trays (set of two)		1					\$0.00	\$0.00	\$0.00
Adobe Postscript 3		1					\$0.00	\$0.00	\$0.00
PCL 5e		1					\$0.00	\$0.00	\$0.00
IntraLogic		1					\$0.00	\$0.00	\$0.00
208/240VAC, 1 phase, 30A (Receptacle: 14-30R)		1					\$0.00	\$0.00	\$0.00
Scan Logic		1					\$0.00	\$0.00	\$0.00
Signal Lamp		1					\$0.00	\$0.00	\$0.00
VarioPrint 2110 User Training		1					\$0.00	\$0.00	\$0.00
DocSetter-VP2110 Advanced Workflow Training		1					\$0.00	\$0.00	\$0.00
5 Incidents		1					\$0.00	\$0.00	\$0.00
Integration Assistance I-Pak		1					\$0.00	\$0.00	\$0.00
Base License		1					\$0.00	\$0.00	\$0.00
Total:							\$0.00	\$0.00	\$0.00

(This form must be attached to the completed Order Package when required)



Océ North America, Inc.

Customer Agreement Addendum

For Additional Product/Equipment

Division:	DPS
Order Type:	Bundled Lease (Term Rental)
	Hardware

Agreement No:	00046684-01
Rep No:	6605
Branch No:	

VP2090

Customer: RIVERSIDE COMMUNITY COLLEGE FINANCE

3. Product/Equipment Description (include serial numbers and meter counts when required)	Requested Delivery	Qty	Pre-Pack	Warranty (# OF DAYS)	List Price	Trade-In/ Discount	Installation & Delivery	Total Net Price	Maint. Price
VP2090		1		0			\$0.00	\$0.00	\$0.00
VarioPrint 2090 Base License		1					\$0.00	\$0.00	\$0.00
30 Amp Single Phase Power Cord (Receptacle 14-30R)		1					\$0.00	\$0.00	\$0.00
Smart Imager		1					\$0.00	\$0.00	\$0.00
PIM-Fin Module		1					\$0.00	\$0.00	\$0.00
CRU 4 Bins		1					\$0.00	\$0.00	\$0.00
Starter Kit (2 Boxes Toner/1 Box Staples)		1					\$0.00	\$0.00	\$0.00
PCL5e		1					\$0.00	\$0.00	\$0.00
IntraLogic		1					\$0.00	\$0.00	\$0.00
VarioPrint 2090 User Training		1					\$0.00	\$0.00	\$0.00
Integration Assistance I-Pak		1					\$0.00	\$0.00	\$0.00
Total:							\$0.00	\$0.00	\$0.00

(This form must be attached to the completed Order Package when required)



Océ North America, Inc.

Customer Agreement Addendum

Division:	DPS
Order Type:	Bundled Lease (Term Rental) Hardware

For Additional Product Maintenance

Agreement No:	00046684-01
Rep No:	6605
Branch No:	

Customer: RIVERSIDE COMMUNITY COLLEGE FINANCE

Maintenance (Also used for Rental Copy Allowances/Charges.)														
	# of Copies				Copy Allowance	Zone	Maint. Charge	Maint. Addend.	Excess Meter Charge (Copies will be billed separately)				Maint. Pricing Fixed	
E	B/W	Clr	Scan	0	1200000	1			B&W	0.007 20	Clr	0	Scan	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N / Yrs. 4 9- 7 2
F	B/W	Clr	Scan	0	Unlimited	1			B&W	0	Clr	0	Scan	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N / Yrs. 4 9- 7 2
G	B/W	Clr	Scan	0	1200000	1			B&W	0.007 20	Clr	0	Scan	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N / Yrs. 4 9- 7 2
H	B/W	Clr	Scan						B&W		Clr		Scan	<input type="checkbox"/> Y <input type="checkbox"/> N / Yrs.
I	B/W	Clr	Scan						B&W		Clr		Scan	<input type="checkbox"/> Y <input type="checkbox"/> N / Yrs.
J	B/W	Clr	Scan						B&W		Clr		Scan	<input type="checkbox"/> Y <input type="checkbox"/> N / Yrs.
K	B/W	Clr	Scan						B&W		Clr		Scan	<input type="checkbox"/> Y <input type="checkbox"/> N / Yrs.
L	B/W	Clr	Scan						B&W		Clr		Scan	<input type="checkbox"/> Y <input type="checkbox"/> N / Yrs.
M	B/W	Clr	Scan						B&W		Clr		Scan	<input type="checkbox"/> Y <input type="checkbox"/> N / Yrs.
N	B/W	Clr	Scan						B&W		Clr		Scan	<input type="checkbox"/> Y <input type="checkbox"/> N / Yrs.
O	B/W	Clr	Scan						B&W		Clr		Scan	<input type="checkbox"/> Y <input type="checkbox"/> N / Yrs.
P	B/W	Clr	Scan						B&W		Clr		Scan	<input type="checkbox"/> Y <input type="checkbox"/> N / Yrs.



Océ North America, Inc.
 Customer Agreement Addendum

For Product Optional Maintenance

Division:	DPS
Order Type:	Bundled Lease (Term Rental) Hardware

Agreement No:	00046684-01
Rep No:	6605
Branch No:	

Customer: RIVERSIDE COMMUNITY COLLEGE FINANCE

Optional Maintenance (Also used for Rental Copy Allowances/Charges.)				
	After Hours Coverage	Optional Coverage	Additional Maintenance Charges	Call Out Charge
E	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	\$0.00	\$0.00	
F	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	\$0.00	\$0.00	
G	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	\$0.00	\$0.00	
H	<input type="checkbox"/> Y <input type="checkbox"/> N			
I	<input type="checkbox"/> Y <input type="checkbox"/> N			
J	<input type="checkbox"/> Y <input type="checkbox"/> N			
K	<input type="checkbox"/> Y <input type="checkbox"/> N			
L	<input type="checkbox"/> Y <input type="checkbox"/> N			
M	<input type="checkbox"/> Y <input type="checkbox"/> N			
N	<input type="checkbox"/> Y <input type="checkbox"/> N			
O	<input type="checkbox"/> Y <input type="checkbox"/> N			
P	<input type="checkbox"/> Y <input type="checkbox"/> N			

Customer Agreement Terms and Conditions

Common Terms

1.0 DEFINITIONS.

- a. "Océ" shall mean Océ North America, Inc.
- b. "Customer" shall mean the business entity defined in Section 1 of the Cover Sheet.
- c. "Product" shall mean Equipment, including accessories, which are subject to this Customer Agreement ("Agreement").
- d. "Cover Sheet" shall mean the front page of this Agreement.
- e. "Software" shall mean the Océ software modules in object-code form listed on the Cover Sheet and accompanying documentation, together with programming and/or microcode firmware included or embedded by Océ within Equipment.
- f. "Installation Site" shall mean the Customer location specified in the Cover Sheet to which Customer requests that Océ ship the Equipment or Software. Delivery will be made to the Installation Site.
- g. "Effective Date" shall mean (i) the date the installation is completed; or (ii) for Software which is not installed during the installation of the Equipment, the date the Software is enabled or shipped; or (iii) in the case of conversions or trials, the date specified by Océ.
- h. "NOLI Products" shall mean Non-Océ Listed Items, which means hardware, software, equipment, supplies, service, warranty, network equipment and other items not listed in Océ's price list.
- i. "Client Software" shall mean that portion of the Software that resides in, and operates on, the desktop or portable computers in use by Customer or third parties as provided herein and provides access to the Server Software and computer system resources shared and used by the Software.
- j. "Server Software" shall mean that portion of the Software that resides in, and operates on, the computer systems of Customer which allow access by the Client Software to shared computer system resources, including data files and databases.

2.0 EQUIPMENT. At the sole discretion of Océ, the Equipment to be delivered pursuant to this Agreement means hardware that is Newly Manufactured, Factory Produced New Model, Remanufactured, or Used. "Newly Manufactured" shall mean equipment that has been newly assembled and which may contain a limited number of used components that have been thoroughly inspected and tested to assure product performance and reliability specifications. "Factory Produced New Model" shall mean equipment that has been subject to a process of disassembly, cleaning, refinishing, replacement of defective components with new or used components and has been converted to new-model status. Such equipment is newly serialized equipment with new features and/or functions. Customer is the first user of this equipment, which is fully tested to assure product performance and reliability specifications. "Remanufactured" shall mean equipment that has been subject to a process of disassembly, cleaning, refinishing, and replacement of defective components with new or used components and is fully tested to assure product performance and reliability specifications. "Used" means equipment that is maintained under Océ's authorized technical standards. Used equipment is offered without warranty.

3.0 BINDING AGREEMENT. Customer shall be bound to take delivery of the Equipment upon Customer's signature and Customer shall be obligated for payment as of the Effective Date. The terms and conditions on any Customer purchase order shall not modify this Agreement. Customer acknowledges that Océ has no responsibility for the decision or effect of the decision of Customer to acquire NOLI Products, even if Océ helps Customer identify, evaluate or select such NOLI Products.

4.0 BILLING. Invoices are due thirty (30) days from date of invoice. Customer shall pay all taxes arising from the Agreement. A late charge of one and one half percent (1½%) per month will be charged on any delinquent balance not paid to Océ by its due date. Customer is responsible for freight, delivery and rigging charges.

5.0 WARRANTY.

- a. **HARDWARE.** If a warranty for Equipment is provided by Océ, it must be marked on Section 3 of the Cover Sheet. If a warranty is included, the warranty shall commence on the Effective Date and continue for the period set forth. If the warranty section is not marked, no Equipment warranty is provided to Customer. During the warranty period, Océ shall repair or, at its sole discretion, replace Equipment or parts thereof determined by Océ to be defective in material or workmanship, and shall provide service adjustments within the Océ service area during its normal business hours at no charge, as determined to be necessary upon inspection by an authorized Océ Service Representative. Any repair, replacement of parts and/or adjustment required because of misuse, improper care or storage, negligence, alteration, accident, use of improper supplies or lack of specified maintenance with respect to the hardware Equipment is not covered by this warranty, nor is the replacement of expendable items including, but not limited to, exposure and projection lamps, glass platens, viewing screens, photoconductors, and inkjet print heads. Repair provided by Océ that is not covered by this warranty will be at Customer's expense. Océ provides no warranty for NOLI Products. For NOLI Products, Customer may receive a warranty directly from such product or software vendor.
- b. **EXCLUSION OF CERTAIN WARRANTIES.** THE WARRANTIES STATED ARE EXCLUSIVE AND IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

6.0 LIMITATION AND DISCLAIMER OF LIABILITY.

THE PARTIES AGREE THAT, Océ SHALL ONLY BE LIABLE FOR DIRECT DAMAGES RELATED TO THE MANUFACTURE, DELIVERY, OR USE OF THE PRODUCTS, SOFTWARE, SERVICES, AND/OR SUPPLIES USED HEREUNDER, BUT NOT TO EXCEED \$50,000, WHETHER SUCH CLAIM ALLEGES TORTIOUS CONDUCT OR ANY OTHER THEORY. IN NO EVENT SHALL Océ BE LIABLE FOR INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR EXPENSES WHETHER SUCH CLAIM ALLEGES TORTIOUS CONDUCT OR ANY OTHER THEORY. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED OR MORE THAN ONE YEAR AFTER THE OCCURRENCE OF THE ACTIVITY WHICH GAVE RISE TO THE CLAIM.

7.0 DEFAULT. An event of default shall exist upon the occurrence of all or any one of the following events: (a) Customer does not pay when due any invoice; (b) Customer ceases doing business as a going concern or is unable to pay its debts as they become due; or (c) Customer shall default in the performance of any of its obligations to Océ or any assignee arising under this Agreement, or any other agreement between Customer and Océ (an "Event of Default.") Upon the occurrence of an Event of Default, Océ may terminate its obligations to Customer and declare immediately due and payable all sums due or to become due hereunder or under any other agreement between Customer and Océ.

8.0 ASSIGNMENT. WITHOUT THE PRIOR WRITTEN CONSENT OF Océ, CUSTOMER SHALL NOT ASSIGN, TRANSFER OR PLEDGE THE PRODUCT(S) OR THIS AGREEMENT.

9.0 CONFIDENTIALITY. The parties may disclose to each other non-public information, which may include confidential information ("Confidential Information"). The recipient of Confidential Information shall use the Confidential Information only for the purposes of this Agreement.

10.0 MISCELLANEOUS. This Agreement shall constitute the entire agreement between customer and Océ with respect to product(s), services and software notwithstanding inconsistent or additional terms and conditions in customer's purchase orders or other documents submitted to Océ. Any and all representations, promises, warranties or statements by Océ's agents or representatives that are not in writing or differ in any way from the terms and conditions of this Agreement shall have no force or effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Customer agrees that the State and Federal Courts which sit in Cook County in the State of Illinois shall be the exclusive forum and venue of all controversies and disputes arising hereunder and parties hereby knowledgeably submit to the jurisdiction and venue thereof. In any action by Océ to enforce its rights hereunder, the Customer shall pay Océ's costs and expenses (including reasonable attorney's fees). CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING (1) THAT ITS NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION AND (2) THAT IT BACKS UP ITS DATA AND FILES. Except for obligations of payment, neither Océ nor Customer shall be liable for nonperformance caused by circumstances beyond their control, during the time such circumstances exist including, but not limited to, work stoppages, floods, and Acts of God. Océ will defend Customer from and pay any ultimate judgment for, direct infringement in the United States by Product(s) or Software of any patent, trademark, trade secret, protected semiconductor chip mask work, or copyright if Customer promptly notifies Océ in writing of any alleged infringement, allows Océ to defend such action in Océ's sole judgment, and cooperates with Océ. Océ is not liable for any infringement due to Product or Software being made or modified by Customer or Customer requested specifications or design, or being used or sold in combination with equipment, software, services or supplies not provided by Océ. Océ MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF INFRINGEMENT AND HAS NO OTHER LIABILITY FOR INFRINGEMENT. Customer represents that the person signing this Agreement on behalf of Customer has the authority to execute this Agreement. Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining terms or conditions of this Agreement. The waiver or failure of Océ to enforce any provision of the Agreement on one or more instances will not constitute or be deemed a permanent waiver of such provision.

Purchase Terms

The following Purchase Terms are only applicable if Equipment is being purchased under this Agreement.

1.0 PRODUCT. Customer hereby agrees to purchase from Océ at the purchase price and Océ agrees to sell the Product(s) identified on the Cover Sheet pursuant to the terms and conditions set forth herein. Customer agrees that it is not purchasing the Product(s) for resale.

2.0 SECURITY INTEREST. Océ reserves and Customer grants to Océ a purchase money security interest in the Product and any and all replacements, substitutions, and repairs thereto, for the purpose of securing the purchase price and all other sums due hereunder. Océ is hereby granted an irrevocable power of attorney to execute and file financing statements in the name of Customer.

3.0 TITLE AND RISK OF LOSS. Title to the Product(s) and the risk of damage to or destruction of the Product(s) shall pass to Customer FOB, shipping point, with the exception of Software. Customer does not receive title to Software. If the Product(s) is lost, stolen, damaged, or otherwise rendered unfit for normal use, Customer shall pay Océ an amount equal to the replacement cost of the Product(s).

Equipment & Software Maintenance Terms

1.0 TERM/TERMINATION. Service shall commence on the Effective Date and will be provided at the Installation Site. If the Product(s) is under warranty, Service shall begin on the day immediately following expiration of the warranty period. Either party may terminate Service without cause by giving the other at least ninety (90) days prior written notice.

2.0 SERVICE CHARGES. Océ shall invoice the Minimum Charge in advance and shall invoice the Excess Charges and other usage fees ("Service Charges") monthly in arrears. If applicable, Customer shall provide meter readings at the end of each month. Should such meter readings not be provided in a timely fashion, Excess Charges may be estimated by Océ. When supplies are included in the Minimum Charge, Customer is entitled to the amount of toner which, on average, covers six percent (6%) of the media.

3.0 PRICE CHANGES. Océ may change prices and terms and conditions for Service effective one year after the Effective Date and once per annum thereafter. Service Charges may be increased at a rate not to exceed fifteen percent (15%) per annum.

4.0 MAINTENANCE SERVICES. "Service" means the repair and/or replacement of parts, subassemblies, and embedded software to keep the Product(s) in good working order per Océ's written specifications. Parts required for repair may be used or remanufactured in accordance with Océ's specifications. Service will be provided during Océ's established service availability hours, normally between 8:30 AM and 5:00 PM, and only within areas designated for Service. Customer shall permit Océ to install, at no cost to Customer, all retrofits designated by Océ as mandatory.

5.0 EXCLUSIONS. The following are not within the scope of Service: (i) provision and installation of optional retrofits; (ii) enhancement of any feature of the Product(s); (iii) services connected with Product(s) relocation; (iv) installation/removal of accessories, attachments, or other devices; (v) exterior painting or refinishing of Product(s); (vi) maintenance, installation, or removal of Product(s) or devices not provided by Océ; (vii) performance of normal operator functions as described in applicable Océ operator manual(s), including, but not limited to, loading of toner and/or paper; (viii) performance of services necessitated by accident, negligence, temperature, inadequate ventilation, power failure, improper electrical power, unauthorized alteration of Product(s), tampering, service by other than Océ, causes other than ordinary use, improper supplies or accessories, interconnect of Product(s) by electrical or electronic, or mechanical means, with incompatible Product(s), or failure to use Océ operating system software; (ix) performance of services necessitated by the introduction of a computer virus or other bug into the Product(s); and (x) performance of service necessitated by any modification, alteration or any other change whatsoever of Customer's computer system into which the Product(s) is integrated or otherwise connected.

6.0 CUSTOMER RESPONSIBILITIES. Customer agrees: (a) to provide Océ with unrestricted access to the Product(s); (b) to use only paper, recycled paper, parts, photoconductors, toner, or other supplies which in Océ's opinion will not cause excessive Servicing of Product(s); and (c) that replaced parts are the property of Océ.

7.0 Software Support If Software support is made available through the purchase of "incidents", the following terms are applicable:

A. Océ provides Software support, consisting of e-mail/telephone access to Océ Support Specialists for operator questions, installation support, explanation of Maintained Software features and functionality, network connectivity questions, and other Software support issues ("Software Support").

Software Support shall be made available during those days and hours in accordance with Océ's policy. Software Support is provided on a "per Incident" basis. An "Incident" is defined as a question related to a specific issue with regard to the Maintained Software that can be resolved telephonically by isolating its origin to a single cause.

B. Customer may access Software Support through the purchase of "Incidents" from Océ. Incidents may be purchased individually or in quantities as in accordance with Océ's policy. An Incident will be considered "used" when Océ: (1) corrects the problem; (2) creates a reasonable work-around; (3) provides information in response to a Customer question; or (4) isolates the cause of the support issue to product provided by a party other than Océ. An Incident will not be considered "used" if the problem results from a defect in Maintained Software for which no Software patch or workaround is then available from Océ. Issues that Océ determines cannot reasonably be resolved as Incidents may be escalated, with the consent of Customer, to an Océ Software Engineer or scheduled for on-site support at Océ's then-current consulting rates. Océ DOES NOT REPRESENT OR WARRANT THAT ALL SOFTWARE ISSUES CAN OR WILL BE RESOLVED AS INCIDENTS. Incidents shall have an expiration date of twelve (12) months from the date of purchase, and purchases are non-transferable and non-refundable. The expiration date of unused Incidents may be extended if requested in conjunction with the purchase of additional Incidents.

C. Océ will provide Software Support to those Customer employees who have been issued an ID code providing email/telephone access to the Océ Software Support Center. Customer shall be responsible for controlling ID code access and for any unauthorized use of ID codes. ID codes are non-transferable.

D. Once per calendar quarter, Customer will receive a support summary report, providing an overview of the total number of Incidents purchased, number used, and number remaining available for use. Such reports may be made available on the customer support area of the Océ Web Site with access provided using the Customer's ID code.

E. Software Support does not include: (1) training; (2) Maintenance Materials; (3) on-site support; (4) on-site implementation, installation and integration support; (5) re-installation of Software on computer equipment supplied by Océ after modification of such computer equipment by Customer (such as installation of memory, disk, interface boards, other software, etc.); (6) re-installation or re-initialization of Software after changes in a networking system or alteration of the parameters of Customer's current networking system; or (7) support or service required because of the upgrade of any software not licensed by Océ, such as operating system or utilities software, even if running on computer equipment supplied by Océ. Océ may make these services available at Océ's then-current consulting rates. Océ reserves the right to decline to perform such services.

Equipment Rental Terms

The following Rental Terms are only applicable if Equipment is being rented under this Agreement.

1.0 RENTAL PAYMENTS. Customer shall promptly pay the payments set forth on the Cover Sheet in advance. If applicable, Customer shall provide meter readings at the end of each month.

2.0 EARLY TERMINATION. Either party may terminate this Equipment Rental Agreement at any time on ninety (90) days prior written notice. If Customer terminates this Agreement prior to the end of the Term, Customer shall pay a termination charge equal to the product of the Minimum Rental Payment specified on the Cover Sheet multiplied by 4 or the number of months remaining in the Term, whichever is less.

3.0 RENEWAL. This Equipment Rental Agreement will renew automatically for the same term as the initial Term unless Océ receives written notice from Customer electing not to renew the Equipment Rental Agreement at least ninety (90) days prior to expiration of the current Term.

4.0 MAINTENANCE. Customer agrees that the Equipment Maintenance Terms are incorporated herein and during the Term it will not move the Product(s) from the Installation Site or terminate Service.

Software License Terms

1.0 In exchange for timely payment of the Software license fee(s), Océ hereby grants to Customer a nonexclusive, nontransferable, limited license to use the Software as follows:

(i) Single Workstation License. Customer may install the Software on a single workstation (CPU) at the Installation Site solely for the internal use of Customer and its employees.

(ii) Fixed Client/Server License. Customer may install and use one (1) copy of the Server Software solely at the Installation Site and may copy and distribute the Client Software to its own internal users and to third parties for the sole purpose of accessing the Server Software; provided, however that in no event shall the number of workstations (CPUs) on which the Client Software has been installed exceed the number of workstations specified in the Agreement.

(iii) Concurrent Client/Server License. Customer may install and use one (1) copy of the Server Software solely at the Installation Site and may copy and distribute the Client Software to its own internal users and to third parties for the sole purpose of accessing the Server Software; provided, however that in no event shall the number of users accessing the Server Software at any one time exceed the number of users specified in the Agreement.

2.0 Except as expressly provided herein, Customer shall not, without the prior written consent of Océ, copy the Software in whole or in part, except that Customer may make one (1) copy of the Software for backup purposes. The original and any copy in whole or in part of the Software made by Customer shall include Océ's copyright and other proprietary notices and shall remain the property of Océ. Customer agrees that it will not translate, disassemble, decompile, reverse engineer, or create derivative works based on the Software or any portion thereof. The license for embedded Software is concurrent with the Customer's right to use the Product(s) and is terminated with the Customer's right to use the applicable Product(s). Upon distribution of the Client Software to a third party, Customer shall ensure that the third party is required to read and accept the End-User License Agreement ("Clickwrap Agreement") included as part of the Client Software.

3.0 NO WARRANTY. Customer expressly acknowledges and agrees that the Software is provided "as is" and without warranty of any kind. Océ DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. Customer acknowledges that operation of the Software may result in loss of data.

4.0 TERMINATION. Upon termination of this Agreement, all licenses granted to Customer with respect to the Software, including upgrades and updates, and Customer's right to possess or use the same, shall immediately cease. Upon such termination, Customer shall: (i) cease to use the software; (ii) return all Software, Confidential Information, and Software documentation; and (iii) deinstall such Software, and upon such deinstallation provide evidence reasonably satisfactory to Océ of such deinstallation. Customer shall use its best efforts to take necessary steps to achieve the

requirements of this Section with regard to any client of Customer who was given access to or a license of the Software by Customer.

5.0 MISCELLANEOUS. CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE MAY INCLUDE FEATURES LIMITING ITS OPERABILITY BEYOND THE SCOPE OR TERM OF THIS LICENSE. Use, duplication, disclosure by or to the U.S. Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights Clause at FAR 52.227-19, when applicable, or in the Technical Data-Commercial Items Clause at DFARS 252.227-7015 or successor provisions, when applicable. The parties acknowledge and agree that the Software is "commercial computer software" as that term is defined in the DFARS and, therefore, that the U.S. Government is subject to DFARS 227.7202. The contractor/manufacture is Océ North America, Inc., 5450 North Cumberland Avenue, Chicago, IL 60656. None of the Software or underlying information or technology or any direct product thereof may be downloaded, exported or re-exported without the prior written consent, if required, of the Office of Export Administration of the U.S. Department of Commerce. Customer agrees to comply with any other applicable export laws and regulations.



Site Survey
VP2110, Buyout: 3100 Family-Buyouts/Co-terminus Leases Only



Site Information

Customer Name: RIVERSIDE COMMUNITY COLLEGE

Department: Support Center Floor: Basement Room/Suite: Copy Room

Address: 3845 MARKET ST

City: RIVERSIDE State: CA Zip: 92501-3225

Contact Name:(1) Maria Carmona Phone: (951) 222-8000-4238 Ext: _____

Contact Name:(2) Bob Rodriguez Phone: (951) 222-8527 Ext: _____

Region: Branch: 930 Service Zone: 1

Inspection Date: 02/02/2005 Requested Install Date: 02/25/2005

Priority Message: _____

Other Comments: _____

Delivery Requirements

Is a loading dock available? Yes No Delivery hours? _____ to _____

If not, list building entrance dimensions (list dimensions in inches) : Height: 81 Width: 45

Door Width: 41 Corridor Width: 56 Step Width: 0

of steps (outside): 0 # of steps (inside): 0

Stair Crawler Required? Yes No Number of floors: 0

Will an elevator be used? Yes No Elevator hours? 8:00 am to 4:30 am

Elevator appointment required? Yes No If yes, contact name & phone: _____

Elevator Dimensions (in inches): Width: 63 Depth: 45 Load Capacity: 2000

Elevator Door Opening (in inches): Height: 83 Width: 36

Customer to move fixed obstructions prior to installation unless special arrangements are made. Yes No

If "No", list specifics, contact and phone number: _____

Will floor protections be required: Yes No

Has the floor condition been confirmed satisfactory by the customer? Yes No

Current Equipment

REPLACEMENT EQUIPMENT

Make: Océ Model: 3100 Serial Number: 20521

To Be Removed By: _____

Special Instructions: Please Remove

* If existing equipment is to be removed by Océ, additional labor will be invoiced at current published service rates.

Shipping Information

Module	Weight (Lbs)	Dimensions L x W x H
Engine	980	6 x 3 x 5.5
PIM/ Finisher	1080	6 x 3 x 6.5

Space Requirements

A MINIMUM FLOOR SPACE OF 75 SQ. FT. IS REQUIRED

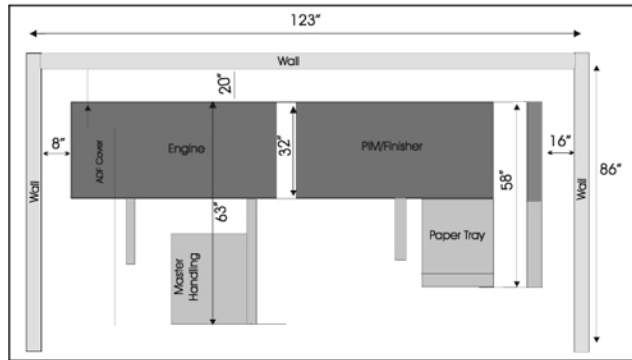
The Océ VP2110 should not be placed near a water boiler, humidifier or subject to ammonia fumes or direct sunlight.

The Océ VP2110 requires a room 10' 4" x 7' 2" to allow for proper servicing by technicians.

The required minimum distance from the wall is 20" on Carpeting for servicing. This can be reduced to 4" on hard surface floors and will add an additional 30 min. to the service time. A distance less than 20" will require authorization.

Authorization is obtained from both Region Sales Director and Region Service Manager.

Notes:



Note: Drawing is not to scale.

Electrical Requirements

The customer is responsible for providing the electrical requirements listed below prior to the machine installation. Listed are the power requirements for the Océ VP2110. Select Only ONE.

VP2110
 208/240 volts DEDICATED line
 Single Phase 30 amps
 NEMA Receptacle
 Receptacle L 6-30R
 Plug L 6-30P

Note: The VP2110 can only be configured as a 220volt system. Part # 9713.101.

VP2110
 208/240 volts DEDICATED
 Single Phase 30 amps
 NEMA Receptacle
 Receptacle 14-30R
 Plug 14-30P

Note: The VP2110 can only be configured as a 220-volt system. Part # 9717.238

VP2110
 208/240 volts DEDICATED line
 3 Phase 20 amps
 NEMA Receptacle
 Receptacle 15-20R
 Plug 15-20P

Note: The VP2110 can only be configured as a 220volt system. Part # 9717.239

VP2110
 208/240 volts DEDICATED line
 3 Phase 30 amps
 NEMA Receptacle
 Receptacle L15-30R
 Plug L15-30P

NOTE: The VP2110 can only be configured as a 220volt system. Part # 9712.531

The electrical service will be available on: 02/25/2005

Field Service

Installation Technician: JOHN S CUMMINGS

Number: 7330

Technician: JOHN S CUMMINGS

Number: 7330

Additional Supplies Installation Order

<u>Qty.</u>	<u>Part#/Model</u>	<u>Description</u>	<u>Order Number</u>
1	9713.101	208/240 Volt Single Phase 30 Amp kit	
1	9717.238	208/240 Volt Single Phase 30 Amp kit	
1	9717.239	208/240 Volt 3 Phase 20 Amp kit	
1	9712.531	204/240 Volt 3 Phase 30 Amp kit	



Site Survey
VP2070, VP2065, Buyout: 3165 Factory Produced New Model Classic Family, Buyout: 2465/2475 Family-
Buyouts/Co-terminus Leases Only



Site Information

Customer Name: RIVERSIDE COMMUNITY COLLEGE

Department: Campus Support Center Floor: First Room/Suite: Mailroom/Copy

Address: 3845 MARKET ST

City: RIVERSIDE State: CA Zip: 92501-3225

Contact Name:(1) Martin Delgado Phone: (951) 222-8796 Ext: _____

Contact Name:(2) Bob Rodriguez Phone: (951) 222-8527 Ext: _____

Region: Branch: 930 Service Zone: 1

Inspection Date: 02/02/2005 Requested Install Date: 02/25/2005

Priority Message: Please Remove 2475 Serial #8293

Other Comments: _____

Delivery Requirements

Is a loading dock available? Yes No Delivery hours? _____ to _____

If not, list building entrance dimensions (list dimensions in inches) : Height: 83 Width: 54

Door Width: 36 Corridor Width: 48 Step Width: 0

of steps (outside): 0 # of steps (inside): 0

Stair Crawler Required? Yes No Number of floors: 0

Will an elevator be used? Yes No Elevator hours? _____ to _____

Elevator appointment required? Yes No If yes, contact name & phone: _____

Elevator Dimensions (in inches): Width: 0 Depth: 0 Load Capacity: 0

Elevator Door Opening (in inches): Height: 0 Width: 0

Customer to move fixed obstructions prior to installation unless special arrangements are made. Yes No

If "No", list specifics, contact and phone number: _____

Will floor protections be required: Yes No

Has the floor condition been confirmed satisfactory by the customer? Yes No

Current Equipment

REPLACEMENT EQUIPMENT

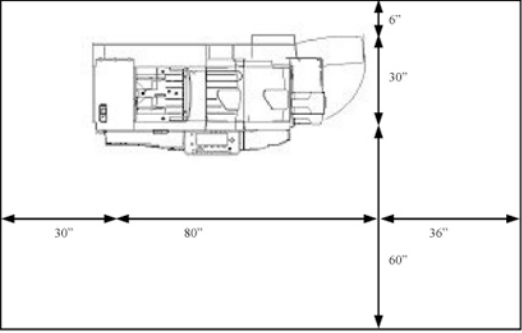
Make: Océ Model: 3165 Serial Number: 9077










To Be Removed By: _____

Special Instructions: Please Remove

* If existing equipment is to be removed by Océ, additional labor will be invoiced at current published service rates.

Key Operator			
Key Operator(s) will be trained upon completion of install:			
Key Operator	Name: <u>Martin Delgado</u>	Phone/Ext:	<u>(951) 222-8796</u>
	Name: _____	Phone/Ext:	_____

Space Requirements	
A MINIMUM FLOOR SPACE OF 93ft² IS REQUIRED	
<p>The VP2060/70 should not be placed near a water boiler, humidifier, or subjected to ammonia fumes or direct sunlight.</p> <p>Notes:</p>	 <p style="text-align: center;">Note: Drawing is not to scale.</p>

Electrical Requirements							
<p>The customer is responsible for providing the electrical requirements listed below prior to the machine installation. Listed are the power requirements for the copier/printer and the DAC Unit. There is an Option to convert the machine from 120V to 220v operation.</p>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: black; color: white;"> <th style="text-align: center; padding: 5px;">VP 2060 / 2070</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"> <p>120 volts <u>DEDICATED</u> line 20 amp standard duplex NEMA 5-20R receptacle (Actual voltage must be between 108 and 128 volts <u>when under load</u>)</p> <p>Receptacle (Océ #9717.104) Wall Cover (Océ #9717.106)</p> </td> <td style="text-align: center; padding: 5px;">  NEMA 5-20R </td> </tr> </tbody> </table>	VP 2060 / 2070	<p>120 volts <u>DEDICATED</u> line 20 amp standard duplex NEMA 5-20R receptacle (Actual voltage must be between 108 and 128 volts <u>when under load</u>)</p> <p>Receptacle (Océ #9717.104) Wall Cover (Océ #9717.106)</p>	 NEMA 5-20R	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: black; color: white;"> <th style="text-align: center; padding: 5px;">DAC</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"> <p>120 volts <u>DEDICATED</u> line 15 amp standard duplex NEMA 5-20R receptacle (Actual voltage must be between 108 and 128 volts <u>when under load</u>)</p> <p>Receptacle (Océ #9717.104) Wall Cover (Océ #9717.106)</p> </td> <td style="text-align: center; padding: 5px;">  NEMA 5-20R </td> </tr> </tbody> </table>	DAC	<p>120 volts <u>DEDICATED</u> line 15 amp standard duplex NEMA 5-20R receptacle (Actual voltage must be between 108 and 128 volts <u>when under load</u>)</p> <p>Receptacle (Océ #9717.104) Wall Cover (Océ #9717.106)</p>	 NEMA 5-20R
VP 2060 / 2070							
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DAC							
<p>120 volts <u>DEDICATED</u> line 15 amp standard duplex NEMA 5-20R receptacle (Actual voltage must be between 108 and 128 volts <u>when under load</u>)</p> <p>Receptacle (Océ #9717.104) Wall Cover (Océ #9717.106)</p>	 NEMA 5-20R						
OR							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="padding: 5px;"> <p>220 volts <u>DEDICATED</u> line 20 amp NEMA 6-20R receptacle (Actual voltage must be between 204 and 242 volts <u>when under load</u>)</p> <p>Receptacle (Océ #9717.105) Wall Cover (Océ #9717.106)</p> </td> <td style="text-align: center; padding: 5px;">  NEMA 6-20R </td> </tr> </tbody> </table>	<p>220 volts <u>DEDICATED</u> line 20 amp NEMA 6-20R receptacle (Actual voltage must be between 204 and 242 volts <u>when under load</u>)</p> <p>Receptacle (Océ #9717.105) Wall Cover (Océ #9717.106)</p>	 NEMA 6-20R					
<p>220 volts <u>DEDICATED</u> line 20 amp NEMA 6-20R receptacle (Actual voltage must be between 204 and 242 volts <u>when under load</u>)</p> <p>Receptacle (Océ #9717.105) Wall Cover (Océ #9717.106)</p>	 NEMA 6-20R						
<p>The electrical service will be available on: <u>02/25/2005</u></p>							

Machine Environmental Requirements

The customer is responsible for providing the correct environment for optimum machine performance. Temperature and humidity range for room environment for the VarioPrint 2060/2070 machine is:

Temperature (f)	Relative Humidity %	Dew Point (c)	G. Water / Kg Air
93	10	0	3.5
93	65	27	22.0
84	90	27	21.0
68	90	16	10.5
68	20	-5	2.5

The ideal ranges are 75 degrees at 45% humidity

Room Size and Ventilation: Recommended Volume: Min: 882.8 y³/hr (Cubic yards per Hr)
 Corresponding Ventilation: Min: 441.4y³/hr (Cubic yards per Hr)

This area must be filled in before Site Survey is accepted.

Customer Environment

Ambient Room Temperature is 0 degrees.

Paper Drawer Configurations

Top Drawer	Auto Set	5½" x 8 ½" to 11" x 17"	18 lb bond to 90 lb Index only
Middle Drawer	Set by Service Tech at installation.	5½" x 8 ½" to 11" x 17"	18 lb bond to 90 lb Index only
Lower Drawer	Set by Service Tech at installation.	5½" x 8 ½" to 8 ½" x 14"	18 lb bond to 90 lb Index only
Bulk Tray	Fixed	8 ½" x 11" Only	18 lb bond to 70 lb Index only

Field Service

Installation Technician: TRAVIS GIBSON Number: 46
 Primary Technician: TRAVIS GIBSON Number: 46
 Back Up Technician: _____ Number: _____

ADDENDUM "A"
to CUSTOMER AGREEMENT (the "Contract")
TERMS AND CONDITIONS
BETWEEN
Océ North America, Inc.
AND
Riverside Community College District ("RCCD")

The parties hereto agree to amend the Contract to effect the changes hereinafter described. Paragraph numbers/headings appearing below refer to the sections of the respective document.

Common Terms

Add a new provision as follows:

11.0 INSURED

"Océ will name RCCD as an additional insured on its commercial general liability policy."

All other terms, covenants and conditions of the Contract not herein modified by this Addendum shall remain in full force and effect.

The parties hereto have executed this Addendum as of the Effective Date of the Contract.

Riverside Community College District

Océ North America, Inc.

SIGNATURE

SIGNATURE

NAME

NAME

TITLE

TITLE

DATE

DATE

slr022305.doc

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-8-c

Date: April 19, 2005

Subject: Moreno Valley Campus Early Childhood Education Center – Contract for the Installation of Southern California Gas Company (“The Gas Company”) Meter

Background: The Early Childhood Education Center at the Moreno Valley Campus requires the installation of a gas service meter. Under the General Conditions for Line Extensions Contract, The Gas Company is requesting authorization for this installation. Installation will take place on Cahuilla Drive and connect to the Early Childhood Education Center in compliance with Child Center licensing requirements. Per Exhibit A, Cost and Allowance Calculation (Estimates) in the attached contract, the total cost for this installation is \$13,404.45. Installation will be financed via the project budget.

Recommended Action: It is recommended that the Board of Trustees approve the attached contract authorizing the installation of the service meter for the Early Childhood Education Center at the Moreno Valley Campus and authorize the Vice Chancellor, Administration and Finance to sign the contract.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities



A Sempra Energy utility

02/15/2005

DALE BARATAS
FACILITIES DIRECTOR
RIVERSIDE COMMUNITY COLLEGE
16130 LASSELLE ST
MORENO VALLEY, CA 92551

Project Scope:

NON-RESIDENTIAL, COMMERCIAL, PROJECT LOCATED AT 16130 LASSELLE ST. AND IRIS, IN THE CITY OF MORENO VALLEY, IN THE COUNTY OF RIVERSIDE

INSTALL MAIN, SERVICE/METER TO THE SPECIFIED LOCATION,
IN APPLICANT PROVIDED TRENCH

The engineering required for the installation of the gas facilities as described above in the Project Scope, based on the information you have provided us, has been completed. The attached "Exhibit A" dated 02/15/2005 details the estimated costs and allowances, and also indicates any advances and contributions, if required at this time.

Please provide us with an address list for the property, if applicable, including any internal apartment or unit numbers or letters as quickly as possible. This will assist us in providing timely installation of the requested gas meters and/or refunds of your refundable advances.

To acknowledge your receipt of the **Exhibit A, confirmation of the scope of the Project, and receipt and agreement with the enclosed General Conditions**, please have this letter executed by your authorized representative(s) (owner or corporate officer) and return all pages to The Gas Company representative listed below. Your return of the executed copy of this letter plus any required advance will constitute your request to The Gas Company to schedule the installation and your agreement to Exhibit A and the General Conditions. Timely return of this letter will ensure that your construction is not delayed. A copy of the letter has been provided for your records.

Thank you for this opportunity to provide you with natural gas to serve your energy requirements. We are pleased to have you as a Gas Company customer and want to provide you with the best possible service. If you have any questions, please contact me at (909) 335-7656.

Sincerely,

PAUL SCHAFFER
FIELD OPS SPEC
25200 TRUMBLE RD.
ROMOLAND, CA 92585-0000

Line Extension Contract

Reference:

Gas Company Project #: 00000060139

Project Location: 16130 LASSELLE ST.

SOUTHERN CALIFORNIA GAS COMPANY
GENERAL CONDITIONS FOR LINE EXTENSIONS

These are the general conditions under which Southern California Gas Company ("The Gas Company") will provide line extensions for Applicants.

I. COSTS

A. Estimates and Duration. The enclosed Exhibit A estimate is valid for 90 days and may be revised after that time if the installation of gas facilities for the Project has not begun. Once The Gas Company begins the installation, the estimated cost will remain in effect for 12 months. If at the end of the twelve months the work is not complete, The Gas Company reserves the right to calculate its costs for the work completed, less applicable allowances, and issue a new project and Line Extension Contract for the remaining installation work. If additional monies are due, Applicant agrees to pay them within 30 days after invoice. Applicant will be responsible for costs of engineering, planning, surveying, right of way acquisition and other associated costs.

B. Allowances. Applicant(s) receiving allowances as an offset to the installation costs are responsible for these costs and may be billed subject to the following: line extension(s) where allowances have been granted to the Applicant based on future gas load(s) must have the gas meter(s) installed and turned on with bona fide load within six (6) months for main/main and service(s) installations and twelve (12) months for service(s) only installations. These time frames commence from the date The Gas Company completed the installation of gas facilities. If Applicant fails to comply, the Applicant will be billed for the difference between estimated allowances and authorized allowances, as described in Tariff Rules 20 and/or 21. The bill amount will include Income Tax Component Contribution and Advances (ITCCA/CIAC) Tax. Applicant requested temporary service(s) are fully collectible. Refunds shall be made and calculated in accordance with Rule 22.

C. Attorneys Fees and Offset. If The Gas Company is required to bring an action to collect monies due or to enforce any other right or remedy, Applicant agrees that The Gas Company is entitled to recover its reasonable attorneys' fees and costs. The Gas Company may withhold from any payments due Applicant any amounts Applicant owes The Gas Company.

II. INDEMNITY

A. General. Applicant shall indemnify and hold The Gas Company harmless from and against all liability (excluding only Pre-Existing Environmental Liability) connected with or resulting from injury to or death of persons, including but not limited to employees of The Gas Company or Applicant, injury to property of The Gas Company, Applicant or a third party, or violation of local, state or federal laws or regulations (excluding environmental laws or regulations) (including attorneys' fees) arising out of the performance of this Contract, except only for liability to the extent it is caused by the negligence or willful misconduct of The Gas Company.

B. Environmental. Applicant shall indemnify and hold The Gas Company harmless from and against any and all liability (including attorneys' fees) arising out of or in any way connected with the violation or compliance with of any local, state, or federal environmental law or regulation as a result of pre-existing conditions at the Project site, release or spill of any pre-existing hazardous materials or waste, or out of the management and

disposal of any pre-existing contaminated soils or groundwater, hazardous or nonhazardous, removed from the ground as a result of The Gas Company's work performed ("Pre-Existing Environmental Liability"), including, but not limited to, liability for the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorneys' fees, disbursements, and other response costs. As between Applicant and The Gas Company, Applicant agrees to accept full responsibility for and bear all costs associated with Pre-Existing Environmental Liability. Applicant agrees that The Gas Company may stop work, terminate it, redesign the gas facilities to a different location, or take other action reasonably necessary to complete its work without incurring any Pre-Existing Environmental Liability.

C. Withhold Rights. In addition to any other rights to withhold, The Gas Company may withhold from payments due Applicant such amounts as, in The Gas Company's reasonable opinion, are necessary to provide security against all loss, damage, expense and liability covered by the foregoing indemnity provisions.

III. WARRANTY

The Gas Company requires that Applicant warrant all materials and workmanship performed by Applicant (directly or through a contractor other than The Gas Company) shall be free of all defects and fit for their intended purpose. A one-year warranty on any materials and a two-year warranty on any installation work provided are required. If Applicant's work or materials fail to conform to the warranty, Applicant shall reimburse The Gas Company for the total cost of repair and/or replacement or The Gas Company may give Applicant the opportunity to fix within a reasonable time such defect(s). Such reimbursements are non-refundable and the amount of such reimbursements may be withheld by The Gas Company and offset against refundable amounts owed Applicant.

IV. TARIFF RULES / COMMISSION

A. This Line Extension Contract ("Contract") consists of and incorporates by reference the line extension contract letter, Exhibits A, General Conditions and all of The Gas Company's applicable tariff schedules and rules as filed from time to time with the California Public Utilities Commission ("Commission"), including but not limited to, the Preliminary Statement and Rules 1, 2, 4, 9, 13, 20, 21 and 22. Copies of these rules may be obtained by visiting the SoCalGas' Internet site at www.socalgas.com or by requesting copies from your Gas Company representative.

B. This contract is at all times subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

C. No agent of The Gas Company has authority to make any terms or representations not contained in this Contract and the tariff schedules and Applicant hereby waives them and agrees neither The Gas Company nor Applicant shall be bound by them.

V. JOINT AND SEVERAL LIABILITY

Where two or more parties are Applicants for a Project, The Gas Company shall direct all communications, bills and refunds to the designated Applicant, but all Applicants shall be jointly and severally liable to comply with all terms and conditions herein.

VI. STUB EXTENSIONS

Stub costs are refundable only to the extent the allowances generated by stub extensions exceed the main to meter installation costs, and only for ten years from the date of the stub installation. Refunds will be made without interest, and no refund will be made in excess of the amount advanced.

VII. AUTHORIZED SIGNATURE

If Applicant is a corporation, partnership, joint venture, or a group of individuals, the subscriber hereto represents that he has the authority to bind said corporation, partners, joint venture, or individuals as the case may be.

My signature below represents my agreement and acceptance of the Project confirmation, Exhibit A and Southern California Gas Company's General Conditions For Line Extension. I acknowledge and agree that The Gas Company's cost and allowance estimates for this Project were based on information provided by me or my authorized representative. I further acknowledge and agree that my signature represents my/my company's agreement and understanding that subsequent changes in Project scope may affect the installation price **and further, that if allowances have been granted, an additional contribution may be required if the future loads on which the allowances were based do not materialize.**

APPLICANT: **RIVERSIDE COMMUNITY COLLEGE**

By:



(Authorized Signature)

Address:

RIVERSIDE COMMUNITY COLLEGE DISTRICT

4800 Magnolia Avenue

Riverside, CA 92506

Aan Tan

(Print Name)

Title:

Associate Vice Chancellor

Telephone:

(951) 222-8201

Date:

2/16/05

Social Security or Federal Tax ID No.

No. 33-0831357

Applicant is a: (Please check one):

Individual/Sole Proprietor Corporation Gen. Partnership Ltd. Partnership LLC

Public Agency

Date Mailed: 02/15/2005

Project ID: 0000060139

Exhibit A

COST AND ALLOWANCE CALCULATION (ESTIMATES)

(X) Trenching by Applicant	(X) Trenching by Company	() Applicant Design
() Joint Trench	(X) Gas Only Trench	() Applicant Install

\$ <u>10,803.86</u> -	\$ <u>135.00</u> -	\$ <u>739.64</u> =	\$ <u>9,929.22</u>
Project Cost	* Site Preparation	Allowance Applied	

Advance Required (Refundable) \$ 9,929.22

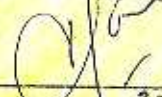
Advance Required (Non-Refundable) \$ 0.00

ITCAA (CIAC Tax) \$ 9,929.22 X 35 % = \$ 3,475.23

Payment Received \$ 0.00

TOTAL AMOUNT DUE \$ 13,404.45

APPROVED FOR PAYMENT



2-16-05

* Site preparation reimbursement for applicant provided trench will be treated per Tariff Rules 20 & 21 and payments, if any, will be based on the agreed upon price per foot times the actual footage of the trench used.

Form 3905-D, Effective July 2002

Line Extension Contract #: 0000060139 -1

Date Mailed 02/15/2005

Detach and return this portion with your payment

THIS BILL IS NOW DUE AND PAYABLE



Sempra Energy
P.O. BOX C
SO. CAL. GAS. CO.
HDNT PK, CA 91756

RIVERSIDE COMMUNITY COLLEGE
16130 LASSELLE ST
MORENO VALLEY, CA 92551

NBMS Project ID 0000060139 -1

PLEASE PAY THIS AMOUNT	13,404.45
------------------------	-----------

02/15/2005



A Semptra Energy utility™

Gas Installation Bid

Applicant Name: RIVERSIDE COMMUNITY COLLEGE	
Applicant Address: 16130 LASSELLE ST MORENO VALLEY CA 92551	
Contact Name:	Telephone Number: 909 571 6105
Project Address/Location: 16130 LASSELLE ST.	Tract Number:
Project ID Number: 60139	
SoCalGas Project Manager: PAUL SCHAFFER	Telephone Number: 909 335 7658

The project planning and cost estimating for the above referenced project has been completed. Under the Line Extension Rules you have the opportunity to select the utility as the installer or you may hire a qualified contractor to do the installation as described in Line Extension Rule 20.

As required by the California Public Utilities Commission, you are being provided the estimated installation cost (bid) prior to the issuance of a line extension contract. The bid is broken down between the cost for the work the utility must perform, the work that can be performed by your qualified contractor, inspection fees, and tax. You must declare which installation option you wish to pursue in the space provided. Work on your project can not continue until you have made your selection and returned the executed form to SoCalGas.

Installation Cost Breakdown

Option A: Estimated cost if installation is performed by SoCalGas.

(a)Main	\$9,958.08	(b)Service(s)	\$593.45	(c)Stub(s)	\$0.00	(d)MSA(s)	\$117.33	(e)Tax	\$3,734.10	Total (a thru e)	\$14,402.96
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Option B: SoCalGas' estimated cost for the work performed by SoCalGas under the applicant installation option (a-e), the SoCalGas' estimated cost for the work the applicant can perform under the applicant installation (f-h), and tax for both SoCalGas and applicant work performed (i).

(a)Main	\$9,958.08	(b)Service(s)	\$593.45	(c)Stub(s)	\$0.00	(d)MSA(s)	\$117.33	(e)Inspection	\$0.00	(f)Tax	\$7,219.43
(f)Main	\$0.00	(g)Service(s)	\$0.00	(h)Stub(s)	\$0.00	Total Cost (a thru h)				\$27,846.37	

Select One Box



Option A: I select SoCalGas as the installer. Please prepare and forward the Gas Line Extension Contract



Option B: I wish to pursue the applicant install option. I understand that there are additional documents I must complete, and return to SoCalGas, prior to the development of the Gas Line Extension Contract.

My signature confirms my understanding that the bid price consists of the estimated cost for work SoCalGas must perform and the estimated cost of all remaining work if SoCalGas is selected as the installer (Option A). If I select Option B and elect to have my contractor perform less than all the remaining work, I understand that a new bid will need to be prepared. A new bid may also be required if the assumptions that the bid was based on change. This bid will remain in effect until: 03/17/2005

Applicant Name: RIVERSIDE COMMUNITY COLLEGE DISTRICT	
Signature:	Print Name: Aan Tan
Title: Associate Vice Chancellor	Date: 2/16/05

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. IV-A-9-a

Date: April 19, 2005

Subject: Surplus Property

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Francisco Castro
Capital Asset Inventory Technician

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	DELL	MONITOR - 19 INCH	M991	TW049VYR4780009JG262	016007
1	DELL	MONITOR - 19 INCH	M991	TW049VYR4780009JG262	016009
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1R5	016031
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1R3	016033
1	DELL	MONITOR - 19 INCH	M991	TW049VYR4780009JG2PN	016037
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1RG	016039
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1RA	016041
1	DELL	MONITOR - 19 INCH	M991	TW049VYR4780009JG2QQ	016043
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1A	016045
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH179	016047
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0CG	016049
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH177	016051
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH152	016053
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH158	016055
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH075	016057
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1S7	016059
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1S9	016061
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1SG	016063
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1SH	016065
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1SF	016067
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0LK	016069
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0KR	016071
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0LR	016073
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0KT	016075
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0K	016077
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0LC	016079
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0KL	016081
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0LN	016083
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH175	016085
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH06V	016087
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH24X	016089
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH253	016091
1	DELL	MONITOR - 19 INCH	M991	TW049VYR4780009JG2R6	016093
1	DELL	MONITOR - 19 INCH	M991	TW049VYR4780009JG2R7	016095
1	DELL	MONITOR - 19 INCH	M991	TW049VYR4780009JG2R3	016097
1	DELL	MONITOR - 19 INCH	M991	TW049VYR4780009JG2QE	016099
1	DELL	MONITOR - 19 INCH	M991	TW049VYR4780009JG23D	016109
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1RB	016111
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1RO	016117
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1R4	016119
1	DELL	MONITOR - 19 INCH	M991	TW049VYR4780009JG2P1	016121
1	DELL	MONITOR - 19 INCH	M991	TW049VYR4780009JG2NQ	016123
1	DELL	MONITOR - 19 INCH	M991	TW049VYR4780009JG25D	016125
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1SE	016127
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1SC	016129
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1SJ	016131
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1SB	016133
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH171	016135
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH24Z	016137

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH25B	016139
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0K	016153
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0LO	016155
1	DELL	MONITOR - 19 INCH	M991	TW049VYR4780009JG22T	016189
1	DELL	MONITOR - 19 INCH	M991	TW049VYR4780009JG381	016191
1	DELL	MONITOR - 19 INCH	M991	TW049VYR4780009JG2N3	016193
1	IYYAMA	MONITOR - 21 INCH	A102GT	10005590	012749
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089765	014822
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089024	014824
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A088949	014826
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089019	014828
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A088805	014830
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089038	014832
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089032	014834
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089299	014836
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089030	014838
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089781	014840
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089761	014842
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089296	014844
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089778	014846
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089035	014848
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089757	014850
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089775	014852
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089759	014854
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089770	014856
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089758	014858
1	GATEWAY	MONITOR - 19 INCH	VX900	U0A067080	014860
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089292	014862
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089016	014864
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089768	014866
1	GATEWAY	MONITOR - 19 INCH	VX900	T0A089779	014868
1	GATEWAY	MONITOR - 19 INCH	VX900	V0B070870	014870
1	GATEWAY	MONITOR - 19 INCH	VX900	VODO83588	015825
1	GATEWAY	MONITOR - 19 INCH	VX900	TOCO94639	015827
1	GATEWAY	MONITOR - 19 INCH	VX900	TOCO94393	015829
1	GATEWAY	MONITOR - 19 INCH	VX900	TOCO94379	015831
1	GATEWAY	MONITOR - 19 INCH	VX900	VODO83589	015833
1	GATEWAY	CPU W/MONITOR	E4200	0013308943	012665
1	GATEWAY	CPU W/MONITOR	E4200	0113997464	013681
1	DELL	COMPUTER - CPU PC	310	H024I	014626
1	GATEWAY	MONITOR - 17 INCH	EV700	17014D481013	015101
1	GATEWAY	MONITOR - 17 INCH	VX720	P005024971	015354
1	DELL	COMPUTER - CPU PC	DIMENSION XPS B800	75Z1701	016076
1	DELL	COMPUTER - CPU PC	DIMENSION XPS B800	BHL0701	016082
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH175	016085
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH24X	016089
1	DELL	MONITOR - 19 INCH	M991	TW049VYR4780009JG25D	016125

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0023419304	017475
1	GATEWAY	MONITOR - 17 INCH	EV700	DU17046A0006497	018311
1	GATEWAY	MONITOR - 17 INCH	VX700	P905007174	013558
1	GATEWAY	MONITOR - 17 INCH	VX700	P905007593	013563
1	GATEWAY	MONITOR - 17 INCH	VX720	P005025054	015379
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1SH	016065
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1SF	016067
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH1RB	016111
1	DELL	COMPUTER - CPU PC	DIMENSION XPS B800	4NXZ601	016126
1	GATEWAY	MONITOR - 22 INCH	VX1120	011048439	017502
1	GATEWAY	MONITOR - 19 INCH	EV910	190168139828	015124
1	DELL	MONITOR	P780	8836519	015059
1	DELL	MONITOR	CPDGF250	8064928	013686
1	GATEWAY	MONITOR	VX900	7001473	009790
1	GATEWAY	MONITOR	700-069CS	17004A070409	010246
1	DELL	COMPUTER - CPU PC	GX110	4ANCI	015008
1	SMART	MONITOR	SCMON28	F335GAKCH	007053
1	GATEWAY	MONITOR	VX900	V9E009203	013692
1	APPLE	MONITOR	M2935	SG8416JRB9J	012351
1	GATEWAY	MONITOR	EV700C	MV17046C0005934	018422
1	GATEWAY	MONITOR	VX700	P905007535	013425
1	GATEWAY	MONITOR	VX700	P910133977	014128
1	GATEWAY	MONITOR	VX900	G8J129029	011997
1	GATEWAY	MONITOR	VX900	CM751U	013688

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-9-b

Date: April 19, 2005

Subject: Subcontractor Substitution – PE Complex Project, Riverside Campus

Background: The Associate Vice Chancellor, Facilities is requesting that the Board of Trustees substitute Fence Works with All Cities Enterprises as the chain link subcontractor on the PE Complex Project, Riverside Campus.

The substitution is in accordance with California Public Contract Code section 4107 (a) (1). ASR Constructors, Inc. and Fence Works could not come to an agreement on the contract provisions, and Fence Works thus did not execute a written contract to perform the work.

Recommended Action: It is recommended that the Board of Trustees permit the substitution of the chain link subcontractor, Fence Works with All Cities Enterprises as the chain link subcontractor on the at PE Complex Project, Riverside City Campus.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-9-c

Date: April 19, 2005

Subject: Notice of Completion – Storm Water Filter Project

Background: On February 22 2005, the Board of Trustees awarded a contract to ABBCO Plumbing Services for the Storm Water Filter Project.

The Director of Facilities/Facilities Planning and Projects reports that the project is now complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the Storm Water Filter 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
Chancellor

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
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

NOTICE OF COMPLETION

Civil Code § 3093 - Public Works

(For Recorder's Use)

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

Project title or description of work: Storm Water Filter Project
Date of completion: April 19, 2005
Nature of owner: Public School
Interest or estate of owner: Fee Simple
Address of owner: 4800 Magnolia Avenue, Riverside, CA 92506
Name of contractor: ABBCO Plumbing Services
Street address or legal description of site: 4800 Magnolia Avenue
Riverside, CA 92506

Dated: April 19, 2005 Owner: Riverside Community College District
(Name of public entity)

By: _____
President, Board of Trustees

STATE OF CALIFORNIA)
) ss
COUNTY OF RIVERSIDE)

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

Executed at Riverside, CA on April 19, 2005

President, Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. IV-B-1

Date: April 19, 2005

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2004 through March 31, 2005. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

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Resource 1090 – Performance Riverside	5
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Resource 1180 – Redevelopment Pass-Through	8
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<u>Special Revenue Funds</u>	
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<u>Internal Service Funds</u>	
Resource 6100 – Health and Liability Self-Insurance	19
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RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. IV-B-1

Date: April 19, 2005

Subject: Monthly Financial Report (cont'd)

Information Only: Attached for the Board's information is the Monthly Financial Report for the period ended March 31, 2005.

Salvatore G. Rotella
Chancellor

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

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2005**

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

Fund 11, Resource 1000 - General Operating - Unrestricted

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 90,995,537	\$ 102,502,894	\$ 102,502,894	\$ 78,123,531
Intrafund Transfer from				
District Bookstore (Resource 1110)	410,000	510,000	510,000	340,000
Interfund Transfer from				
Self-Funded Equipment and				
Facility Projects (Resource 4150)	1,716,899	983,860	983,860	737,895
General Obligation Bond Funded				
Capital Outlay (Resource 4160)	746,127	0	0	0
Total Revenues	<u>\$ 93,868,563</u>	<u>\$ 103,996,754</u>	<u>\$ 103,996,754</u>	<u>\$ 79,201,426</u>
Expenditures				
Academic Salaries	\$ 43,635,772	\$ 47,238,166	\$ 46,938,540	\$ 35,197,248
Classified Salaries	19,605,799	22,313,577	22,150,341	14,899,188
Employee Benefits	15,685,131	18,854,101	19,062,539	12,616,027
Materials & Supplies	1,246,817	1,899,402	1,913,262	1,172,393
Services	8,448,385	11,124,193	11,213,945	6,883,612
Capital Outlay	913,980	1,091,128	1,241,940	406,872
Debt Service	1,373,447	0	0	0
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	610,740	665,157	665,157	498,867
Customized Solutions (Resource 1170)	171,390	173,470	173,470	130,104
EOPS (Resource 1190)	0	30,000	30,000	22,500
PASS (Resource 1190)	113,462	0	0	0
Federal Work Study (Resource 1190)	97,652	130,068	130,068	76,214
Cal Works (Resource 1190)	100,918	0	0	0
Matriculation (Resource 1190)	273,213	273,213	273,213	204,909
CITD (Resource 1190)	0	17,500	17,500	13,125
Charter School (Resource 1190)	0	40,229	40,229	40,229
Instr. Equipment Match (Resource 1190)	0	656,782	656,782	493,488
Performance Riverside (Resource 1090)	193,257	193,257	193,257	144,942
Interfund Transfer to:				
Resource 3300	0	320,000	320,000	240,000
Resource 6100	0	500,000	500,000	500,000
Total Expenditures	<u>\$ 92,469,963</u>	<u>\$ 105,520,243</u>	<u>\$ 105,520,243</u>	<u>\$ 73,539,717</u>
Revenues Over (Under) Expenditures	\$ 1,398,600	\$ (1,523,489)	\$ (1,523,489)	\$ 5,661,709
Beginning Fund Balance	<u>6,285,492</u>	<u>7,684,092</u>	<u>7,402,371</u>	<u>7,402,371</u>
Ending Fund Balance	<u>\$ 7,684,092</u>	<u>\$ 6,160,603</u>	<u>\$ 5,878,882</u>	<u>\$ 13,064,079</u>
Ending Cash Balance				<u>\$ 12,896,030</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2005**

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

Fund 12, Resource 1050 - Parking

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,807,126	\$ 1,852,246	\$ 1,852,246	\$ 1,684,537
Interfund Transfer from General Obligation Bond Funded Capital Outlay (Resource 4160)	127,279	0	0	0
Total Revenue	\$ 1,934,405	\$ 1,852,246	\$ 1,852,246	\$ 1,684,537
Expenditures				
Classified Salaries	\$ 802,839	\$ 1,088,931	\$ 1,088,931	\$ 779,942
Employee Benefits	235,253	338,119	338,119	211,759
Materials & Supplies	46,015	47,711	47,711	30,433
Services	198,681	215,407	214,413	166,515
Capital Outlay	44,042	93,629	162,295	93,437
Debt Service	238,999	0	0	0
Total Expenditures	\$ 1,565,829	\$ 1,783,797	\$ 1,851,469	\$ 1,282,087
Revenues Over (Under) Expenditures	\$ 368,576	\$ 68,449	\$ 777	\$ 402,451
Beginning Fund Balance	415,503	784,079	784,079	784,079
Ending Fund Balance	\$ 784,079	\$ 852,528	\$ 784,856	\$ 1,186,529
Ending Cash Balance				\$ 1,058,890

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2005**

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

Fund 12, Resource 1070 - Student Health Services

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 508,848	\$ 582,194	\$ 582,194	\$ 458,924
Expenditures				
Academic Salaries	\$ 107,186	\$ 111,371	\$ 111,371	\$ 78,727
Classified Salaries	201,136	235,757	235,757	155,813
Employee Benefits	43,703	61,079	61,079	31,656
Materials & Supplies	19,799	91,165	91,165	14,514
Services	72,068	83,511	83,511	58,079
Capital Outlay	972	1,000	1,000	0
Total Expenditures	\$ 444,864	\$ 583,883	\$ 583,883	\$ 338,789
Revenues Over (Under) Expenditures	\$ 63,984	\$ (1,689)	\$ (1,689)	\$ 120,135
Beginning Fund Balance	269,104	333,088	333,088	333,088
Ending Fund Balance	\$ 333,088	\$ 331,399	\$ 331,399	\$ 453,223
Ending Cash Balance				\$ 453,125

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

Fund 11, Resource 1080 - Community Education

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 787,162	\$ 919,530	\$ 919,530	\$ 851,214
Expenditures				
Academic Salaries	\$ 5,241	\$ 5,539	\$ 5,539	\$ 4,154
Classified Salaries	337,381	359,396	359,396	243,945
Employee Benefits	60,605	71,091	71,091	38,736
Materials & Supplies	10,578	14,247	12,247	10,745
Services	332,265	403,822	405,822	311,420
Capital Outlay	1,500	800	800	0
Total Expenditures	\$ 747,570	\$ 854,895	\$ 854,895	\$ 609,001
Revenues Over (Under) Expenditures	\$ 39,592	\$ 64,635	\$ 64,635	\$ 242,214
Beginning Fund Balance	(24,043)	15,549	15,549	15,549
Ending Fund Balance	\$ 15,549	\$ 80,184	\$ 80,184	\$ 257,762
Ending Cash Balance				\$ 257,762

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

Fund 11, Resource 1090 - Performance Riverside

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 716,748	\$ 683,682	\$ 683,682	\$ 595,798
Intrafund Transfer from General Operating (Resource 1000)	193,257	193,257	193,257	144,942
Total Revenues	<u>\$ 910,005</u>	<u>\$ 876,939</u>	<u>\$ 876,939</u>	<u>\$ 740,740</u>
Expenditures				
Classified Salaries	\$ 313,925	\$ 269,380	\$ 237,939	\$ 193,548
Employee Benefits	91,883	76,665	76,665	45,349
Materials & Supplies	29,492	34,745	35,785	22,925
Services	441,689	494,151	524,552	402,931
Total Expenditures	<u>\$ 876,989</u>	<u>\$ 874,941</u>	<u>\$ 874,941</u>	<u>\$ 664,753</u>
Revenues Over (Under) Expenditures	\$ 33,016	\$ 1,998	1,998	\$ 75,988
Beginning Fund Balance	<u>(565,676)</u>	<u>(532,660)</u>	<u>(532,660)</u>	<u>(532,660)</u>
Ending Fund Balance	<u>\$ (532,660)</u>	<u>\$ (530,662)</u>	<u>\$ (530,662)</u>	<u>\$ (456,673)</u>
Ending Cash Balance				<u>\$ (456,673)</u>

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

Fund 11, Resource 1110 - Contractor-Operated Bookstore

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 829,111	\$ 791,658	\$ 791,658	\$ 573,185
Interfund Transfer from General Obligation Bond Funded Capital Outlay (Resource 4160)	53,804	0	0	0
Total Revenue	<u>\$ 882,915</u>	<u>\$ 791,658</u>	<u>\$ 791,658</u>	<u>\$ 573,185</u>
Expenditures				
Classified Salaries	\$ 24,497	\$ 4,541	\$ 4,541	\$ 4,541
Employee Benefits	11,634	522	522	521
Services	23,863	25,619	25,619	22,290
Debt Service	102,497	0	0	0
Interfund Transfer to Food Services (Resource 3200)	226,930	326,930	326,930	217,953
Intrafund Transfer to General Operating (Resource 1000)	410,000	510,000	510,000	340,000
Total Expenditures	<u>\$ 799,421</u>	<u>\$ 867,612</u>	<u>\$ 867,612</u>	<u>\$ 585,304</u>
Revenues Over (Under) Expenditures	\$ 83,494	\$ (75,954)	\$ (75,954)	\$ (12,120)
Beginning Fund Balance	38,124	121,618	121,618	121,618
Ending Fund Balance	<u>\$ 121,618</u>	<u>\$ 45,664</u>	<u>\$ 45,664</u>	<u>\$ 109,498</u>
Ending Cash Balance				<u>\$ 55,694</u>

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

Fund 11, Resource 1170 - Customized Solutions

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 272,878	\$ 563,038	\$ 763,038	\$ 109,986
Intrafund Transfer from General Operating (Resource 1000)	171,390	173,470	173,470	130,104
Total Revenue	<u>\$ 444,268</u>	<u>\$ 736,508</u>	<u>\$ 936,508</u>	<u>\$ 240,090</u>
Expenditures				
Academic Salaries	\$ 11,114	\$ 35,544	\$ 49,588	\$ 814
Classified Salaries	119,679	128,827	132,827	96,837
Employee Benefits	44,971	50,180	51,736	28,819
Materials & Supplies	9,067	30,167	40,667	5,916
Services	120,113	205,190	375,090	67,547
Capital Outlay	0	574	574	573
Total Expenditures	<u>\$ 304,944</u>	<u>\$ 450,482</u>	<u>\$ 650,482</u>	<u>\$ 200,506</u>
Revenues Over (Under) Expenditures	\$ 139,324	\$ 286,026	\$ 286,026	\$ 39,584
Beginning Fund Balance	<u>(166,368)</u>	<u>(27,044)</u>	<u>(27,044)</u>	<u>(27,044)</u>
Ending Fund Balance	<u>\$ (27,044)</u>	<u>\$ 258,982</u>	<u>\$ 258,982</u>	<u>\$ 12,541</u>
Ending Cash Balance				<u>\$ 12,541</u>

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

Fund 12, Resource 1180 - Redevelopment Pass-Through

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 499,839	\$ 526,106	\$ 526,106	\$ 179,071
Interfund Transfer from General Obligation Bond Fund Projects (Resource 4160)	95,553	0	0	0
Total Revenues	<u>\$ 595,392</u>	<u>\$ 526,106</u>	<u>\$ 526,106</u>	<u>\$ 179,071</u>
Expenditures				
Services	\$ 96,454	\$ 151,900	\$ 151,900	\$ 102,151
Capital Outlay	286,882	286,658	286,658	215,010
Total Expenditures	<u>\$ 383,336</u>	<u>\$ 438,558</u>	<u>\$ 438,558</u>	<u>\$ 317,161</u>
Revenues Over (Under) Expenditures	\$ 212,056	\$ 87,548	\$ 87,548	\$ (138,090)
Beginning Fund Balance	<u>1,439,767</u>	<u>1,651,823</u>	<u>1,651,823</u>	<u>1,651,823</u>
Ending Fund Balance	<u>\$ 1,651,823</u>	<u>\$ 1,739,371</u>	<u>\$ 1,739,371</u>	<u>\$ 1,513,733</u>
Ending Cash Balance				<u>\$ 1,418,180</u>

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

Fund 12, Resource 1190 - Grants and Categorical Programs

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 12,459,168	\$ 17,791,991	\$ 18,792,354	\$ 8,505,821
Interfund Transfer from Self Funded Equip. and Facilities Projects (Resource 4150) For Instructional Equipment Match	163,506	0	0	11,073
Intrafund Transfers from General Operating (Resource 1000)				
For DSP&S	610,740	665,157	665,157	498,867
For Cal Works	100,918	0	0	0
For EOPS	0	30,000	30,000	22,500
For PASS	113,462	0	0	0
For Federal Work Study	97,652	130,068	130,068	76,214
For Matriculation	273,213	273,213	273,213	204,909
For Gateway to College	0	40,229	40,229	40,229
For Instructional Equipment	0	656,782	656,782	493,488
For CITD	0	17,500	17,500	13,125
Total Revenues	\$ 13,818,659	\$ 19,604,940	\$ 20,605,303	\$ 9,866,226
Expenditures				
Academic Salaries	\$ 2,864,272	\$ 3,640,921	\$ 3,845,904	\$ 2,243,921
Classified Salaries	3,583,988	4,456,829	4,749,430	3,049,478
Employee Benefits	1,812,732	2,239,410	2,362,351	1,279,459
Materials & Supplies	943,376	1,083,500	1,292,021	414,529
Services	2,387,370	4,540,071	4,568,460	1,839,696
Capital Outlay	1,904,672	3,161,863	3,291,098	1,796,931
Scholarships	65,822	255,146	255,146	59,006
Student Grants (Financial, Book, Meal, Transportation)	256,427	227,200	240,893	185,452
Total Expenditures	\$ 13,818,659	\$ 19,604,940	\$ 20,605,303	\$ 10,868,472
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ (1,002,246)
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ (1,002,246)
Ending Cash Balance				\$ (1,214,064)

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

Fund 32, Resource 3200 - Food Services

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,328,533	\$ 1,351,058	\$ 1,351,058	\$ 924,222
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	226,930	326,930	326,930	217,953
Total Revenues	<u>\$ 1,555,463</u>	<u>\$ 1,677,988</u>	<u>\$ 1,677,988</u>	<u>\$ 1,142,175</u>
Expenditures				
Classified Salaries	\$ 526,861	\$ 565,719	\$ 565,719	\$ 369,718
Employee Benefits	175,001	213,400	213,400	106,334
Materials & Supplies	733,915	756,831	756,831	492,675
Services	82,860	130,419	130,419	70,685
Capital Outlay	9,832	10,000	20,629	4,547
Total Expenditures	<u>\$ 1,528,469</u>	<u>\$ 1,676,369</u>	<u>\$ 1,686,998</u>	<u>\$ 1,043,959</u>
Revenues Over (Under) Expenditures	\$ 26,994	\$ 1,619	\$ (9,010)	\$ 98,216
Beginning Fund Balance	225,540	252,534	252,534	252,534
Ending Fund Balance	<u>\$ 252,534</u>	<u>\$ 254,153</u>	<u>\$ 243,524</u>	<u>\$ 350,750</u>
Ending Cash Balance				<u>\$ 313,878</u>

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

Fund 33, Resource 3300 - Child Care

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 748,380	\$ 815,926	\$ 815,926	\$ 474,649
Interfund Transfer from General Operating (Resource 1000)	0	320,000	320,000	240,000
Total Revenues	\$ 748,380	\$ 1,135,926	\$ 1,135,926	\$ 714,649
Expenditures				
Academic Salaries	\$ 488,769	\$ 684,600	\$ 676,600	\$ 436,947
Classified Salaries	61,202	124,710	132,710	84,753
Employee Benefits	110,306	180,797	180,797	97,926
Materials & Supplies	24,202	55,396	54,846	16,535
Services	28,756	55,704	55,704	18,271
Capital Outlay	0	0	550	0
Total Expenditures	\$ 713,235	\$ 1,101,207	\$ 1,101,207	\$ 654,432
Revenues Over (Under) Expenditures	\$ 35,145	\$ 34,719	\$ 34,719	\$ 60,217
Beginning Fund Balance	(36,600)	(1,455)	(1,455)	(1,455)
Ending Fund Balance	\$ (1,455)	\$ 33,264	\$ 33,264	\$ 58,762
Ending Cash Balance				\$ 116,721

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

Fund 41, Resource 4100 - State Construction & Scheduled Maintenance

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 5,526,941	\$ 6,274,694	\$ 6,274,694	\$ 1,889,232
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	0	322,000	322,000	322,000
Total Revenues	<u>\$ 5,526,941</u>	<u>\$ 6,596,694</u>	<u>\$ 6,596,694</u>	<u>\$ 2,211,232</u>
Expenditures				
Materials & Supplies	\$ 0	\$ 70,000	\$ 75,000	\$ 48,109
Services	0	504,656	91,056	11,668
Capital Outlay	5,579,893	6,163,679	6,572,279	3,484,837
Total Expenditures	<u>\$ 5,579,893</u>	<u>\$ 6,738,335</u>	<u>\$ 6,738,335</u>	<u>\$ 3,544,615</u>
Revenues Over (Under) Expenditures	\$ (52,952)	\$ (141,641)	\$ (141,641)	\$ (1,333,383)
Beginning Fund Balance	193,388	140,436	140,436	140,436
Ending Fund Balance	<u>\$ 140,436</u>	<u>\$ (1,205)</u>	<u>\$ (1,205)</u>	<u>\$ (1,192,947)</u>
Ending Cash Balance				<u>\$ (1,223,547)</u>

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

Fund 41, Resource 4110 - Child Development Center Capital

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,435	\$ 2,500	\$ 2,500	\$ 4,665
Expenditures				
Capital Outlay	\$ 33,467	\$ 367,062	\$ 367,062	\$ 23,142
Total Expenditures	\$ 33,467	\$ 367,062	\$ 367,062	\$ 23,142
Revenues Over (Under) Expenditures	\$ (29,032)	\$ (364,562)	\$ (364,562)	\$ (18,477)
Beginning Fund Balance	393,594	364,562	364,562	364,562
Ending Fund Balance	<u>\$ 364,562</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 346,085</u>
Ending Cash Balance				<u>\$ 346,085</u>

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

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

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 992,841	\$ 15,000	\$ 15,000	\$ 11,460
Expenditures				
Capital Outlay	\$ 1,015,049	\$ 15,000	\$ 15,000	\$ 0
Total Expenditures	\$ 1,015,049	\$ 15,000	\$ 15,000	\$ 0
Revenues Over (Under) Expenditures	\$ (22,208)	\$ 0	\$ 0	\$ 11,460
Beginning Fund Balance	22,525	317	317	317
Ending Fund Balance	<u>\$ 317</u>	<u>\$ 317</u>	<u>\$ 317</u>	<u>\$ 11,777</u>
Ending Cash Balance				<u>\$ 11,777</u>

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

Fund 41, Resource 4130 - La Sierra Capital

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 79,616	\$ 85,000	\$ 85,000	\$ 57,515
Sale of Land	130,000	0	0	0
Interfund Transfer from General Obligation Bond Funded Projects (Resource 4160)	98,238	0	0	0
Total Revenues	\$ 307,854	\$ 85,000	\$ 85,000	\$ 57,515
Expenditures				
Services	\$ 4,731	\$ 73,719	\$ 73,719	\$ 107,179
Capital Outlay	143,833	2,191,737	3,187,687	1,173,895
Total Expenditures	\$ 148,564	\$ 2,265,456	\$ 3,261,406	\$ 1,281,074
Revenues Over (Under) Expenditures	\$ 159,290	\$ (2,180,456)	\$ (3,176,406)	\$ (1,223,560)
Beginning Fund Balance	7,220,546	7,379,836	7,379,836	7,379,836
Ending Fund Balance	\$ 7,379,836	\$ 5,199,380	\$ 4,203,430	\$ 6,156,276
Ending Cash Balance				\$ 6,157,180

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The Digital Library / Learning Resource Center Resource is used to account for state revenues and expenditures associated with constructing and equipping the Digital Library / Learning Resource Center.

Fund 41, Resource 4140 - Digital Library / Learning Resource Center

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,039,116	\$ 926	\$ 926	\$ 866
Expenditures				
Materials & Supplies	\$ 6,697	\$ 0	\$ 0	0
Capital Outlay	2,032,419	926	926	\$ 866
Total Expenditures	\$ 2,039,116	\$ 926	\$ 926	\$ 866
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 0
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Ending Cash Balance				<u>\$ 0</u>

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

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

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 28,551	\$ 0	\$ 0	\$ 14,337
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	494,483	0	0	0
Total Revenues	<u>\$ 523,034</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 14,337</u>
Expenditures				
Services	\$ (2,014)	\$ 0	\$ 0	\$ 0
Capital Outlay	1,262,144	0	0	0
Interfund Transfers to:				
General Operating (Resource 1000)	1,716,899	983,860	983,860	737,895
Grants & Categorical Programs (Resource 1190)	174,579	0	0	0
Total Expenditures	<u>\$ 3,151,608</u>	<u>\$ 983,860</u>	<u>\$ 983,860</u>	<u>\$ 737,895</u>
Revenues Over (Under) Expenditures	\$ (2,628,574)	\$ (983,860)	\$ (983,860)	\$ (723,558)
Beginning Fund Balance	4,696,131	2,067,557	2,078,630	2,078,630
Ending Fund Balance	<u>\$ 2,067,557</u>	<u>\$ 1,083,697</u>	<u>\$ 1,094,770</u>	<u>\$ 1,355,072</u>
Ending Cash Balance				<u>\$ 1,343,999</u>

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

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

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 0	\$ 276,025	\$ 276,025	\$ 381,738
Proceeds from General Obligation Bond Series A and B	<u>1,615,483</u>	<u>66,214,892</u>	<u>66,214,892</u>	<u>66,214,892</u>
Total Revenues	<u>\$ 1,615,483</u>	<u>\$ 66,490,917</u>	<u>\$ 66,490,917</u>	<u>\$ 66,596,630</u>
Expenditures				
Materials & Supplies	\$ 0	\$ 0	\$ 62,915	\$ 0
Services	0	1,042,500	1,081,068	945,731
Capital Outlay	0	1,172,716	34,734,611	4,536,387
Debt Service	0	11,582,875	11,582,875	11,582,875
Interfund Transfers to:				
General Operating (Resource 1000)	746,126	0	0	0
Parking (Resource 1050)	127,279	0	0	0
Bookstore Contract Operated (Resource 1110)	53,804	0	0	0
Redevelopment Pass-Through (Resource 1180)	95,553	0	0	0
Intrafund Transfers to:				
State Construction (Resource 4100)	0	322,000	322,000	322,000
La Sierra Capital (Resource 4130)	98,238	0	0	0
Self Funded Equip & Facility Projects (Resource 4150)	<u>494,483</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	<u>\$ 1,615,483</u>	<u>\$ 14,120,091</u>	<u>\$ 47,783,469</u>	<u>\$ 17,386,992</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 52,370,826	\$ 18,707,448	\$ 49,209,637
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 52,370,826</u>	<u>\$ 18,707,448</u>	<u>\$ 49,209,637</u>
Ending Cash Balance				<u>\$ 50,232,399</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
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The Health and Liability Self-Insurance Resource is used to account for the revenues and expenditures of the District's health and liability self-insurance programs.

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

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 3,156,670	\$ 4,104,870	\$ 4,104,870	\$ 3,304,968
Interfund transfer from				
General Operating (Resource 1000)	0	500,000	500,000	500,000
Intrafund transfer from				
Workers' Compensation (Resource 6110)	0	102,097	102,097	102,097
Total Revenue	<u>\$ 3,156,670</u>	<u>\$ 4,706,967</u>	<u>\$ 4,706,967</u>	<u>\$ 3,907,065</u>
Expenditures				
Classified Salaries	\$ 108,614	\$ 113,432	\$ 113,432	\$ 93,353
Employee Benefits	56,043	45,866	45,866	28,278
Materials & Supplies	2,388	4,050	3,658	2,488
Services	3,751,662	4,275,808	4,273,308	1,718,489
Capital Outlay	0	0	2,892	2,347
Total Expenditures	<u>\$ 3,918,707</u>	<u>\$ 4,439,156</u>	<u>\$ 4,439,156</u>	<u>\$ 1,844,954</u>
Revenues Over (Under) Expenditures	\$ (762,037)	\$ 267,811	\$ 267,811	\$ 2,062,111
Beginning Fund Balance	<u>(252,517)</u>	<u>(1,014,554)</u>	<u>(1,019,434)</u>	<u>(1,019,434)</u>
Ending Fund Balance	<u>\$ (1,014,554)</u>	<u>\$ (746,743)</u>	<u>\$ (751,623)</u>	<u>\$ 1,042,677</u>
Ending Cash Balance				<u>\$ 1,703,856</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2005**

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

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

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 808,408	\$ 871,840	\$ 871,840	\$ 648,221
Expenditures				
Classified Salaries	\$ 37,051	\$ 38,721	\$ 38,721	\$ 31,805
Employee Benefits	14,025	15,605	15,605	9,897
Materials & Supplies	(6)	500	500	206
Services	356,058	806,045	806,045	683,009
Intrafund Transfer to Health & Liability Self Ins (Resource 6100)	0	102,097	102,097	102,097
Total Expenditures	\$ 407,128	\$ 962,968	\$ 962,968	\$ 827,014
Revenues Over (Under) Expenditures	\$ 401,280	\$ (91,128)	\$ (91,128)	\$ (178,793)
Beginning Fund Balance	621,609	1,022,889	945,280	945,280
Ending Fund Balance	\$ 1,022,889	\$ 931,761	\$ 854,152	\$ 766,487
Ending Cash Balance				\$ 1,585,171

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

	<u>Associated Students of RCC</u>			
	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 580,748	\$ 558,406	\$ 558,406	\$ 587,043
Expenditures				
Materials & Supplies	\$ 526,084	\$ 558,406	\$ 558,406	\$ 338,466
Other Outgo	7,015	0	0	(14,703)
Total Expenditures	\$ 533,099	\$ 558,406	\$ 558,406	\$ 323,763
Revenues Over (Under) Expenditures	\$ 47,649	\$ 0	\$ 0	\$ 263,280
Beginning Fund Balance	826,448	874,097	874,097	874,097
Ending Fund Balance	\$ 874,097	\$ 874,097	\$ 874,097	\$ 1,137,377
Ending Cash Balance				\$ 1,920,676

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
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The Student Financial Aid Account Group is used to record financial transactions for scholarships given to students from the federal Pell and FSEOG grant programs as well as the State's Cal Grant program. Also included are reimbursements to the District for the Federal Work Study Grant.

Student Financial Aid

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 14,872,562	\$ 12,334,298	\$ 12,334,298	\$ 9,004,020
Expenditures				
Other				
Scholarships and Grant				
Reimbursements	\$ 14,872,562	\$ 12,334,298	\$ 12,334,298	\$ 8,440,712
Total Expenditures	\$ 14,872,562	\$ 12,334,298	\$ 12,334,298	\$ 8,440,712
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 563,308
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ 563,308
Ending Cash Balance				\$ 563,015

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

RCCD Development Corporation

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 16	\$ 0	\$ 0	\$ 12
Expenditures				
Services	\$ 0	\$ 0	\$ 0	\$ 20
Total Expenditures	\$ 0	\$ 0	\$ 0	\$ 20
Revenues Over (Under) Expenditures	\$ 16	\$ 0	\$ 0	\$ (8)
Beginning Fund Balance	16,224	16,240	16,240	16,240
Ending Fund Balance	<u>\$ 16,240</u>	<u>\$ 16,240</u>	<u>\$ 16,240</u>	<u>\$ 16,233</u>
Ending Cash Balance				<u>\$ 16,233</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1

Date: April 19, 2005

Subject: Proposed Curricular Changes

Background: The College Curriculum Committee and the college administration have reviewed the attached proposed curricular changes and recommend their adoption by the Board of Trustees.

Recommended Action: It is recommended the Board of Trustees approve the curricular changes for inclusion in the college catalog and in the schedule of class offerings.

Salvatore G. Rotella
Chancellor

Prepared by: Sylvia Thomas
Associate Vice President of Instruction

New Course Proposals

1. ADJ-C3C – Advanced Corrections Training .5 unit
Prerequisite: None.
Limitation on enrollment: Must be currently employed by a law enforcement agency and have POST or STC certification.
This course is STC certified and is designed to enhance the Corrections employees' professionalism and career advancement through education and training. May be taken a total of 4 times. 12 hours lecture.
2. ADJ-C19 – Corrections Mental Health Training .5 unit
Prerequisite: None.
Limitation on enrollment: Must be currently employed by a law enforcement agency and have POST or STC certification.
This course is STC certified and is designed to enhance the Corrections employees' professionalism and ability to work with mentally ill inmates. May be taken a total of two times. 13 hours lecture and 3 hours laboratory.
3. CMI-72 – Intermediate Medical Interpreting 4 units
Prerequisite: CMI-71.
This course builds upon skills and knowledge obtained and practiced in CMI-71. Although the course will continue to highlight medical terminology specific to the provision of all aspects and levels of patient healthcare services, emphasis is on medical specialties and subspecialties, including specialized procedures, uncommon diagnoses, and workers' compensation. Students continue to practice modes of interpretation, with emphasis placed on speed, accuracy, and interpretation of non-standard language/speech patterns. Public speaking, vocabulary building, and test-taking strategies will also be covered. Students will be required to observe the work of professional interpreters in the healthcare setting. 72 hours lecture.
4. CIS-22A – Robotics: Introductory Programming 3 units
Prerequisite: None.
Advisory: Computer skills such as CIS-1A, programming fundamentals such as CIS-5 and concurrent enrollment in CIS-96 or 97.
Introduces the history and theory of behavior-based programming, teaches the skills needed to program a virtual robot. Robot control is delineated into simple behaviors that are easy to program using inexpensive micro-controllers with little memory. No background in robotics is required. 54 hours lecture.
5. CIS-22B – Robotics: Intermediate Programming 3 units
Prerequisite: None.
Advisory: CIS-5, concurrent enrollment in CIS-17A or 18A as well as CIS-96 or 97.

This course presents the theory and practice behind robotic programming. It teaches the skills needed for programming a robot and implementing this program in a micro-controller and servo based robotic system. 54 hours lecture.

6. GRT-73 – Developing and Authoring Multimedia CDs and DVDs 3 units
Prerequisite: None
Instruction in advanced techniques to apply appropriate software tools to various media to create a CD or DVD for commercial distribution. May be taken a total of four times. 36 hours lecture and 54 hours laboratory.
7. GRT-77B – Advanced Adobe Illustrator for Publishing 3 units
Prerequisite: GRT 77A
Advanced instruction in Adobe Illustrator tips and techniques to create professional quality design projects. Focus is on designing more efficient and creative complex illustrations, multimedia presentations, and web design. May be taken a total of three times. 36 hours lecture and 54 hours laboratory.
8. GRT-88 – 3D Creature Creations with Maya 3 units
Prerequisite: GRT-68
A course in the production of 3D creatures and animation using the industry standard software, Maya. Subsequent enrollment will provide skill and competency development within the subject matter. May be taken a total of four times. 36 hours lecture and 54 hours of laboratory.
9. REA-96 – Reading and Writing Center Practicum .5 unit
Prerequisite: None.
Corequisite: Concurrent enrollment in any English, ESL, reading or speech communication course.
Reading and Writing Center access for students who feel they will benefit from use of the Reading and Writing Center’s resources. 27 hours laboratory required for credit. May be taken a total of eight times. (Non-Degree Credit Course) (CR/NC ONLY)
10. REA-97 – Reading and Writing Center Practicum 1 unit
Prerequisite: None.
Corequisite: Concurrent enrollment in any English, ESL, reading or speech communication course.
Reading and Writing Center access for students who feel they will benefit from use of the Reading and Writing Center’s resources. 54 hours laboratory required for credit. May be taken a total of four times. (Non-Degree Credit Course) (CR/NC ONLY)

Course Revision Proposals

1. ADJ-B1A – Physical Conditioning for Basic Academy Students – title, units, description, hours changes

From: Physical Conditioning for Basic Academy Students; 5 units

This course plans an eight-week physical training program targeting weight loss, strength training, physical agility and cardiovascular conditioning. This course is specifically designed to prepare future basic academy students to meet peace officer basic training entrance requirements and is not considered a physical education activity course. 27 hours laboratory.

To: Introduction to Law Enforcement and Physical Conditioning for Basic Academy Students; 1 unit

This course plans an eight week physical training program targeting muscular strength development, cardiorespiratory endurance training, body composition assessment, physical agility, and muscular flexibility training. Additionally, this course is designed to prepare future basic academy students to meet peace officer basic training entrance requirements and to familiarize students with the career opportunities available in Law Enforcement. 24 hours lecture and 24 hours laboratory.

2. ADJ-C4A – Advanced Corrections Training for Supervisors – description change
From: This mandated STC certified course is designed to enhance the on-the-job skills of the supervisor within corrections. Instruction includes workplace safety regulations, coping with difficult people, and advanced supervisory skills. 24 hours lecture.

To: This mandated STC certified course is designed to enhance the on-the-job skills of the supervisor within corrections. Instruction includes preventing staff misconduct, personnel investigations, and advanced supervisory skills. 24 hours lecture.

3. AUT-30 – Ford Minor Services and Pre-Delivery – title, units, prerequisite, description, hours changes

From: Ford Minor Services and Pre-Delivery; 3 units

Prerequisite: None.

Advisory: Sponsorship by a Ford or Lincoln/Mercury dealership or Ford approved repair facility is recommended.

Limitation on enrollment: Successful application to ASSET program is required.

This course serves as an introduction to the Ford ASSET program. Students will learn about Ford Customer Service Division (FCSD), Technical Support Operations (TSO), Ford and Lincoln/Mercury dealership operation, auto shop safety, auto shop practices, pre-delivery inspection, wind noise and water leaks. 45 hours lecture and 27 hours laboratory.

To: Ford Minor Services and Shop Practices; 2 units

Prerequisite: None.

An introduction to auto shop safety, auto shop practices, automotive dealership operation and minor service of Ford, Lincoln/Mercury and Mazda vehicles, including wind noise and water leaks. Also includes an overview of the various career ladders and divisions of Ford Motor Company and dealership operations. The course prepares students for entry-level employment at Ford, Lincoln/Mercury and Mazda automotive dealerships. 27 hours lecture and 27 hours laboratory.

4. AUT-31A – Ford Fuel Management I – course number, title, units, prerequisite, description, hours changes

From: AUT-31A; Ford Fuel Management I; 8.5 units

Prerequisite: AUT-30, AUT-34A, AUT-34B, and sponsorship by a Ford or Lincoln/Mercury dealership, or approved Ford repair facility.

This course presents the operation, diagnosis, and analysis of Ford ignition, exhaust, emission, fuel, and air systems as well as the advanced driveability diagnosis of the Ford electronic engine control systems. Emphasis will be placed on using specialized test equipment and shop manuals for the diagnosis of driveability concerns related to these systems. 153 hours lecture.

To: AUT-31; Ford Fuel Management; 11 units

Prerequisite: AUT-34 or AUT-41.

Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury, Mazda dealership, or approved Ford repair facility.

This course presents the theory and operation, diagnosis and analysis, testing and repair of Ford, Lincoln/Mercury, and selected Mazda vehicle ignition, fuel, air, exhaust and emission systems. Includes diagnosis of electronic engine control systems for advanced driveability. Emphasis is on the use of specialized test equipment and shop manuals for the diagnosis of driveability concerns related to these systems. 153 hours lecture and 135 hours laboratory.

5. AUT-31B – Ford Fuel Management II – course number, title, units, prerequisite, description, hours changes

From: AUT-31B; Ford Fuel Management II; 2.5 units

Prerequisite: AUT-30, AUT-34A, AUT-34B, and sponsorship by a Ford or Lincoln/Mercury dealership, or approved Ford repair facility.

This course presents the operation, diagnosis, and analysis of Ford's ignition, exhaust, emission, fuel, and air systems as well as the advanced driveability diagnosis of the Ford electronic engine control systems. Emphasis will be placed on using specialized test equipment and shop manuals for the diagnosis of driveability concerns related to these systems. 135 hours laboratory.

To: AUT-31; Ford Fuel Management; 11 units

Prerequisite: AUT-34 or AUT-41.

Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury, Mazda dealership, or approved Ford repair facility.

This course presents the theory and operation, diagnosis and analysis, testing and repair of Ford, Lincoln/Mercury, and selected Mazda vehicle ignition, fuel, air, exhaust and emission systems. Includes diagnosis of electronic engine control systems for advanced driveability. Emphasis is on the use of specialized test equipment and shop manuals for the diagnosis of driveability concerns related to these systems. 153 hours lecture and 135 hours laboratory.

6. AUT-32 – Ford Gasoline and Diesel Engine Concepts and Repair – title, units, prerequisite, description, hours changes

From: Ford Gasoline and Diesel Engine Concepts and Repair; 7.0 units

Prerequisite: AUT-30, AUT-34A, AUT-34B, and sponsorship by a Ford or Lincoln/Mercury dealership, or approved Ford repair facility.

This Course presents the fundamentals of Ford gasoline and diesel engine operation and repair. The disassembly, inspection, measurement, and reassembly of selected Ford gasoline and diesel engines will be introduced. Emphasis will be placed on diagnosing and troubleshooting internal engine, lubrication, and cooling concerns using Ford test equipment and methods. 99 hours lecture and 81 hours laboratory.

To: Ford Gasoline Engine Concepts and Repair; 3.5 units

Prerequisite: AUT-34 or AUT-41.

Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury, or Mazda dealership, or approved Ford repair facility.

This course introduces the operation and repair of Ford, Lincoln/Mercury, and selected Mazda gasoline engines including disassembly, inspection, measurement, and reassembly of gasoline engines. Emphasis will be placed on diagnosing and troubleshooting internal engine, lubrication, and cooling system concerns using Ford test equipment and methods. 45 hours lecture and 54 hours laboratory.

7. AUT-33 – Ford Alignment, Steering and Suspension – prerequisite, description changes
From: Prerequisite: AUT-30, AUT-34A, AUT-34B and sponsorship by a Ford or Lincoln/Mercury dealership, or approved Ford repair facility.

This course presents the fundamentals of Ford car and light truck suspension and steering system operation and repair, both base and electronically controlled systems will be covered. Wheel alignment service and tire balancing will also be covered. Emphasis will be placed on the diagnosis of steering and suspension system performance concerns using Ford testing methods and equipment. 54 hours lecture and 54 hours laboratory.

To: Prerequisite: AUT-34 or AUT-41.

Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury or Mazda dealership, or approved Ford repair facility.

Theory and operation, diagnosis, analysis and repair of base and electronic steering and suspension systems of Ford, Lincoln/Mercury, and Mazda vehicles; includes four-wheel alignment service and tire balancing. Emphasis will be placed on the diagnosis of steering and suspension system performance concerns using Ford testing methods and equipment. 54 hours lecture and 54 hours laboratory.

8. AUT-34A – Ford Electrical and Electronic Systems – course number, title, units, prerequisite, description, hours changes

From: AUT-34A; Ford Electrical Systems; 2.5 units

Prerequisite: None.

Corequisite: AUT-30 is required and sponsorship by a Ford or Lincoln/Mercury dealership, or approved Ford repair facility is recommended.

This course presents the fundamentals of Ford electrical system operation. The service of Ford starters, alternators, lighting systems, and electrical accessories will be introduced. Special emphasis will be placed on diagnosing and troubleshooting electrical system concerns using Ford methods and tools. 36 hours lecture and 27 hours laboratory.

To: AUT-34; Ford Electrical and Electronics Systems; 7.5 units

Prerequisite: None.

Advisory: AUT-30.

This course presents fundamental through advanced operation of Ford electrical and electronic systems. Includes correct use of Ford-specific scanners, electrical and electronic system simulators, laboratory oscilloscopes, digital meters and Ford's advanced diagnostic tools. Emphasis is on the diagnosis and troubleshooting of electrical and electronic system concerns using Ford methods and tools and on the operation and service of Ford automotive electrical and electronic systems. Students will be able to apply the acquired information to the computer systems found on Ford, Lincoln/Mercury and Mazda vehicles in the diagnosis and repair of major automotive system components. 99 hours lecture and 108 hours laboratory.

9. AUT-34B – Ford Advanced Automotive Electronics – course number, title, units, prerequisite, description, hours changes

From: AUT-34B; Ford Advance Automotive Electronics; 3.5 units

Prerequisite: None.

Corequisite: AUT-30, and AUT-34A, and sponsorship by a Ford or Lincoln/Mercury dealership, or approved Ford repair facility.

This course examines in-depth, the operation of automotive computer controls systems, emphasizing the operation of the microprocessor. Data converters, input/output conditioners, busses, drivers, multiplexers, and logic gates are covered with computer system simulators and circuit breadboards. Binary code conversions and memory module

operation are also included. Laboratory oscilloscopes and digital meters will be used throughout the course. The emphasis of the course is to relate this information in a relative way to the computer systems found on Ford and Lincoln/Mercury vehicles of today, to aid the student in the diagnosis and repair of today's computer laden vehicles. 45 hours of lecture and 54 hours of laboratory.

To: AUT-34; Ford Electrical and Electronics Systems; 7.5 units

Prerequisite: None.

Advisory: AUT-30.

This course presents fundamental through advanced operation of Ford electrical and electronic systems. Includes correct use of Ford-specific scanners, electrical and electronic system simulators, laboratory oscilloscopes, digital meters and Ford's advanced diagnostic tools. Emphasis is on the diagnosis and troubleshooting of electrical and electronic system concerns using Ford methods and tools and on the operation and service of Ford automotive electrical and electronic systems. Students will be able to apply the acquired information to the computer systems found on Ford, Lincoln/Mercury and Mazda vehicles in the diagnosis and repair of major automotive system components. 99 hours lecture and 108 hours laboratory.

10. AUT-35 – Ford Heating and Air Conditioning – prerequisite, description changes
From: Prerequisite: AUT-30, AUT-34A, AUT-34B and sponsorship by a Ford or Lincoln/Mercury dealership, or approved Ford repair facility.

This course presents Ford climate control system operation and repair both, base and electronic controls systems. Compressor service and refrigerant recovery and recycling will be included. Emphasis will be placed on the diagnosis of climate control system performance concerns using Ford approved test equipment. 54 hours lecture and 54 hours laboratory.

To: Prerequisite: AUT-34 or AUT-41.

Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury, or Mazda dealership, or approved Ford repair facility.

This course presents Ford climate control system operation and repair of base and electronic control systems; includes compressor service, refrigerant recovery and recycling. Emphasis will be placed on the diagnosis of climate control system performance concerns using Ford-approved procedures and test equipment. 54 hours lecture and 54 hours laboratory.

11. AUT-36 – Ford Manual Transmissions and Drivetrains – prerequisite, description changes
From: Prerequisite: AUT-30, AUT-34A, AUT-34B, and sponsorship by a Ford or Lincoln/Mercury dealership, or approved Ford repair facility.

This course presents the fundamentals of Ford manual transmission, transaxle, transfer case, differential, and driveline operation, and repair. The disassembly, inspection,

measurement, and reassembly of selected Ford manual transmissions, transaxles, transfer cases, clutches, all wheel drive systems, drivelines, and differentials will be introduced. The diagnosis of concerns with the transmission, transaxle and drivetrain systems is included. 81 hours lecture and 81 hours laboratory.

To: Prerequisite: AUT-34 or AUT-41.

Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury, or Mazda dealership, or approved Ford repair facility.

This course presents the function and operation of Ford, Lincoln/Mercury, and Mazda manual transmission, transaxle, transfer case, differential, and driveline operation and repair. The disassembly, inspection, measurement and reassembly of selected Ford, Lincoln/Mercury and Mazda manual transmissions, transaxles, transfer cases, clutches, all wheel drive systems, drivelines and differentials will be introduced. Diagnosis of concerns with the manual transmission, transaxle and drivetrain systems is included. 81 hours lecture and 81 hours laboratory.

12. AUT-37 – Ford Automatic Transmissions and Transaxles – prerequisite, description changes

From: Prerequisite: AUT-30, AUT-34A, AUT-34B, and sponsorship by a Ford or Lincoln/Mercury dealership, or approved Ford repair facility.

This course presents the operating principles of current production Ford automatic transmissions and transaxles. The disassembly, inspection, measurement, and reassembly of selected Ford automatic transmissions and transaxles will be performed. The diagnosis of operating concerns of conventional and electronically controlled transmissions and transaxles will also be introduced. 72 hours lecture and 108 hours of laboratory.

To: Prerequisite: AUT-34 or AUT-41.

Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury, or Mazda dealership, or approved Ford repair facility.

This course presents the function and operation of Ford, Lincoln/Mercury, and Mazda automatic transmissions and transaxles. The disassembly, inspection, measurement and reassembly of selected Ford, Lincoln/Mercury, and Mazda automatic transmissions and transaxles will be included. The diagnosis and analysis of conventional and electronically-controlled transmissions and transaxles will also be covered. 72 hours lecture and 108 hours of laboratory.

13. AUT-38 – Ford Automotive Brakes – prerequisite change

From: Prerequisite: AUT-30, AUT-34A, AUT-34B, and sponsorship by a Ford or Lincoln/Mercury dealership, or approved Ford repair facility.

To: Prerequisite: AUT-34 or AUT-41

Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury, or Mazda dealership, or approved Ford repair facility.

14. AUT-99 – Automotive Technology Internship – units, description, hours changes
From: 4 units
This class is designed to coordinate the student’s occupational on-the-job training in corporate automotive programs with related classroom instruction. May be taken a total of four times. Total of 300 hours laboratory.

To: 2 units
This class is designed to coordinate the student’s occupational on-the-job work experience in sponsored corporate automotive programs with related classroom instruction. May be taken a total of four times. 360 paid work hours over 9 weeks.
15. ENE-30 – Computer-Aided Drafting – repeatability change
From: No repeats.
To: May be taken a total of three times.
16. ENE-42 – 3D Parametric Solid Modeling with SolidWorks – repeatability change
From: No repeats.
To: May be taken a total of three times.
17. ENG-37 – Film Appreciation – hours changes
From: 9 hours lecture and 18 hours laboratory
To: 18 hours lecture and 18 hours laboratory
18. GRT-58 – Papers and Inks for Offset Printing – title, units, description, repeatability, hours changes
From: Papers and Inks for Offset Printing; 2 units
An in-depth study of the composition and characteristics of the common papers and inks used in the printing industry. The considerations for determining the appropriate material to use and how it may affect aesthetics and quality control will also be presented. 36 hours lecture.

To: Paper and Inks for Multi-purposed Design; 1 unit
Theory and principles involved in assigning paper, ink, and other substrates to design projects relating to printing and multimedia. The relationship of products and processes is discussed to ensure design consistency. May be taken a total of two times. 18 hours lecture.
19. GRT-70 – Production Printing Procedures – title, units, prerequisite, description, hours changes
From: Production Printing Procedures; 2.5 units

Prerequisite: GRT-1 and at least one of the following classes: GRT-71, 75, 76, 80, or 85.
A study of production printing problems and techniques through actual work on college production projects. Class experience will include working with the production printing staff and clients with emphasis on quality control and deadlines. The student will be required to keep a record of attendance through an industrial "time card," as arranged with instructor. May be taken a total of four times. 18 hours lecture and 90 hours laboratory.

To: Project Design and Production; 3 units

Prerequisite: GRT-1 and at least one of the following: GRT-63, 67, 68, 69, 71, 76, 77A, 80, or 85.

A study of production techniques through actual work on a variety of live District projects. Class experience will include working with the Production Printing department and clients with emphasis on quality control and meeting deadlines. May be taken a total of four times. 36 hours lecture and 54 hours laboratory.

20. GRT-77 – Adobe Illustrator for Publishing – course number, description changes

From: GRT-77

Instruction in advanced techniques in the application of software for the microcomputer in the areas of graphic design and illustration using Adobe Illustrator. Includes the use of scanners. May be taken a total of four times. 36 hours lecture and 54 hours laboratory.

To: GRT-77A

Instruction in advanced techniques in the application of software for the microcomputer in the areas of graphic design and illustration using Adobe Illustrator. Includes the use of scanners. May be taken a total of four times. 36 hours lecture and 54 hours laboratory.

21. TEL-42 – Writing and Production Planning for Television – title, description, hours changes

From: Writing and Production Planning for Television

A course in pre-production practices for television. Emphasis is on materials, techniques and formats of script writing, including elements of home video, news, comedy and drama. May be taken a total of three times. 36 hours lecture and 54 hours laboratory.

To: Media Writing

The theory and practice of writing for electronic media. Introduces techniques of narrative and documentary copy writing, characteristics of media writing, elements of style, tone and content and forms of scripts for news, commercials and public service announcements. May be taken a total of three times. 45 hours lecture and 27 hours laboratory.

Proposed Course Deletions

1. FIT-10 – Basic Fire Service Radio Communications
2. FIT-11 – Substance Abuse Training
3. FIT-12 – Equal Employment Opportunity Training
4. FIT-14A – Basic Fire Control Firefighter Administration Module
5. FIT-14B – Basic Fire Control Firefighter Skills Module
6. FIT-C24 – Field Observer/Display Processor (I-244)
7. FIT-C25A – Ordering Manager (I-252)
8. FIT-C25B – Receiving and Distribution Manager (I-253)
9. FIT-C25C – Equipment Manager (I-255)
10. FIT-C26 – Procurement Unit Leader Specialist
11. FIT-C28 – Check in Recorder/Status Recorder (C-248)
12. FIT-C35 – Medical Unit Leader (I-359)
13. FIT-C41B – Motion Picture/Television Fire Safety Officer (CSFM)
14. FIT-C50 – Fire Simulation Training
15. FIT-E6 – Defibrillation
16. FIT-E6A – Defibrillation Refresher Course
17. FIT-E8 – Issues in Emergency Medical Services
18. FIT-G23 – Introduction to Emergency Management (G-230)
19. FIT-G24 – Leadership and Influence (G-240)
20. FIT-G24A – Decision Making and Problem Solving (G-241)
21. FIT-G36B – Multi-Hazard Safety Program for Schools (G-362)
22. FIT-H6 – NBC Domestic Preparedness-Responder Awareness, Defense Against Weapons of Mass Destruction
23. FIT-I5 – Instructional Techniques for Company Officers
24. FIT-M4 – Increasing Team Effectiveness
25. FIT-M5 – Principles of Progressive Discipline
26. FIT-M10 – Fire Chief Orientation
27. FIT-M11 – Ethical Decision Making
28. FIT-M12 – Administrative Fire Services Support Workshop
29. FIT-M13A – Continued Professional Training-CDF
30. FIT-M14 – Theory and Practices of Leadership
31. FIT-M15 – Interpersonal Dynamics in Fire Service Organizations
32. FIT-M16 – Interagency Call When Needed Helicopter Manager
33. FIT-R1C – Rescue Systems 1 (Basic Heavy Rescue), Instructor Course
34. FIT-S5 – Firefighter Safety and Survival
35. FIT-S6 – Wildland-Urban Interface Fire Behavior
36. FIT-S6B – Fire Mitigation Practices in the Structural Wildland Intermix
37. FIT-S8 – Fire Crew Captain
38. FIT-S9 – Rings of Fire, Fire Prevention and Suppression of Scrap Tires
39. FIT-S11 – Fire Hose (Line) Evolutions

40. FIT-S19 – Fire Line Safety for Support Personnel (For Non-emergency Responders/Support Personnel)
41. FIT-S20 – Emergency Vehicle Operations-Ambulance
42. GRT-56A – Offset Duplicator, Troubleshooting and Maintenance
43. GRT-56B – Printing Equipment Maintenance, Troubleshooting and Repair
44. HET-78 – Introduction to Nurse Assisting
45. MDT-801 – Emergency Medical Technician Refresher

Revised Certificate Patterns

1. State-approved degree – Automotive Technology-Ford Specialty, see Attachment A.
2. State-approved degree – Automotive Technology-GM Specialty, see Attachment B.
3. State-approved degree/certificate – Automotive Technology-Toyota, see Attachment C.
4. Locally-approved certificate – Basic Electronic Prepress, see Attachment D.
5. Locally-approved certificate – Basic Graphic Design, see Attachment D.
6. Locally-approved certificate – Basic Multimedia Design, see Attachment D.
7. State-approved degree/certificate – Graphics Technology, see Attachment E.

ATTACHMENT A

AUTOMOTIVE TECHNOLOGY-FORD SPECIALTY

Associate Degree Program

<u>Required Courses (53.5 units)</u>		<u>Units</u>
AUT-31	Ford Fuel Management	11
AUT-32	Ford Gasoline Engine Concepts and Repair	3.5
AUT-33	Ford Alignment, Steering and Suspension	4
AUT-34	Ford Electrical and Electronic Systems	7.5
AUT-35	Ford Heating and Air Conditioning	4
AUT-36	Ford Manual Transmissions and Drivetrains	6
AUT-37	Ford Automatic Transmissions and Transaxles	6
AUT-38	Ford Automotive Brakes	3.5
AUT-99	Automotive Technology Internship (must be taken four times)	2-2-2-2

Plus completion of the graduation requirements as described in the catalog.

The Ford ASSET program is a two-year college program leading to an Associate of Science Degree in Automotive Technology-Ford Specialty. The program is a joint effort of Riverside Community College, Ford Motor Company, and area Ford, Lincoln-Mercury and Mazda dealers. Students will participate in 9 to 12 weeks of classroom instruction, alternated with an additional 9 weeks of full-time paid work experience at a sponsoring Ford, Lincoln-Mercury or Mazda dealership. The system allows students to become familiar with the dealership environment, while applying and reinforcing the on-campus learning.

ATTACHMENT B

AUTOMOTIVE TECHNOLOGY-GENERAL MOTORS SPECIALTY

Associate Degree Program

<u>Required Courses (56 units)</u>		<u>Units</u>
AUT-80	General Motors Minor Services and Pre-Delivery	3
AUT-81	General Motors Electrical Systems	2.5
AUT-82	General Motors Advanced Automotive Electronics	3.5
AUT-83	General Motors Fuel Management I	6
AUT-84	General Motors Fuel Management II	2.5
AUT-85	General Motors Gasoline and Diesel Engine Concepts and Repair	7
AUT-86	General Motors Alignment, Steering and Suspension	4
AUT-87	General Motors Heating and Air Conditioning (HVAC) Systems	4
AUT-88	General Motors Manual Transmissions and Drive Trains	6
AUT-89	General Motors Automatic Transmissions and Transaxles	6
AUT-90	General Motors Automotive Brakes	3.5
AUT-99	Automotive Technology Internship (must be taken four times)	2-2-2-2

Plus completion of the graduation requirements as described in the catalog.

The GM ASEP program is a two-year college program leading to an Associate of Science Degree in Automotive Technology-GM Specialty. The program is a joint effort of Riverside Community College, General Motors Corporation and area GM dealers. Students will participate in 9 weeks of classroom instruction, alternated with an additional 9 weeks of full-time paid work experience at a sponsoring GM dealership. The system allows students to become familiar with the dealership environment, while applying and reinforcing the on-campus learning.

ATTACHMENT C

AUTOMOTIVE TECHNOLOGY-TOYOTA

Certificate Program

Required Courses (28 units)		Units
AUT-61	Introduction to Toyota Service	3
AUT-62	Toyota Fuel Systems I	3
AUT-63	Toyota Electrical Systems Mastery	3
AUT-64	Toyota Brakes and Suspension	3
AUT-65A	Toyota Manual Transmissions and Transaxles	3
AUT-65B	Toyota Automatic Transmissions and Transaxles	3
AUT-66	Toyota Climate Control Systems	3
AUT-67	Toyota Fuel Systems II	3
AUT-99	Automotive Technology Internship (must be taken two times)	2-2

Associate in Science Degree

The Associate in Science Degree in Automotive Technology-Toyota will be awarded upon completion of the requirements for the certificate, plus completion of the graduation requirements as described in the catalog, as well as electives totaling 60 units of college work as required for the Associate Degree.

ATTACHMENT D

BASIC ELECTRONIC PREPRESS

Certificate Program

Required Courses (17 units)		Units
GRT-1	Introduction to Graphics Technology	3
GRT-63	Adobe InDesign for Professional Publishing	3
OR		
GRT-76	QuarkXPress for Publishing	3
GRT-64	Ethics and Legalities of Digital Manipulation	1
GRT-65	Cross Platform File Management	1
GRT-71	Adobe PhotoShop for Publishing	3
GRT-80	Introductory Digital Darkroom	3
GRT-85	Beginning Offset Presswork	3

BASIC GRAPHIC DESIGN

Certificate Program

Required Courses (17 units)		Units
ART-22	Basic Design	3
GRT-1	Introduction to Graphics Technology	3
GRT-63	Adobe InDesign for Professional Publishing	3
OR		
GRT-76	QuarkXPress for Publishing	3
GRT-64	Ethics and Legalities of Digital Manipulation	1
GRT-65	Cross Platform File Management	1
GRT-71	Adobe PhotoShop for Publishing	3
GRT-77A	Adobe Illustrator for Publishing	3

BASIC MULTIMEDIA DESIGN

Certificate Program

Required Courses (16 units)		Units
GRT-58	Paper and Inks for Multi-purposed Design	1
GRT-64	Ethics and Legalities of Digital Manipulation	1
GRT-65	Cross Platform File Management	1
GRT-69	Motion Graphics with After Effects	3
GRT-71	Adobe PhotoShop for Publishing	3
GRT-78A	Multimedia Construction with Macromedia Director	3
GRT-89	Multimedia Graphics Portfolio	4

ATTACHMENT E

GRAPHICS TECHNOLOGY

Certificate Program

Required Courses (34 units)		Units
GRT-1	Introduction to Graphics Technology	3
GRT-30	Contemporary Topics in Graphics Technology	1
GRT-55	Management and Estimating in the Graphics/Design Industry	3
GRT-58	Paper and Inks for Multi-purposed Design	1
GRT-63	Adobe InDesign for Professional Publishing	3
OR		
GRT-76	QuarkXPress for Publishing	3
GRT-70	Project Design and Production	3
GRT-71	Adobe Photoshop for Publishing	3
GRT-80	Introductory Digital Darkroom	3
GRT-85	Beginning Offset Presswork	3
Electives	(Choose from list below)	11

Electives (11 units)

ART-36	Computer Art	3
ENG-17	Literary Magazine Production	2
GRT-63	Adobe InDesign for Professional Publishing	3
GRT-64	Ethics and Legalities of Digital Manipulation	1
GRT-65	Cross Platform File Management	1
GRT-67	WEB Animation with Flash	3
GRT-68	3D Animation with Maya	3
GRT-69	Motion Graphics and Compositing with After Effects	3
GRT-72	Advanced Photoshop for Publishing	3
GRT-73	Developing and Authoring Multimedia CD's and DVD's	3
GRT-74	Dreamweaver for Graphic Designers	3
GRT-76	QuarkXPress for Publishing	3
GRT-77A	Adobe Illustrator for Publishing	3
GRT-77B	Advanced Adobe Illustrator for Publishing	3
GRT-78A	Multimedia Construction with Macromedia Director	3
GRT-78B	Multimedia Construction using Lingo	3
GRT-79	Multimedia Production using Painter	3
GRT-81	Advanced Digital Darkroom	3
GRT-86	Advanced Offset Presswork and Bindery	3
GRT-88	3D Creature Creations with Maya	3
GRT-89	Multimedia Graphics Portfolio	4
GRT-200	Work Experience	1-4
PHO-20	Introduction to Digital Still Photography	3
TEL-64	Digital Editing Principles and Techniques	3

Associate in Science Degree

The Associate in Science Degree in Graphics Technology will be awarded upon completion of the requirements for the certificate, plus completion of the graduation requirements as described in the catalog, as well as electives totaling 60 units of college work as required for the Associate Degree.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2

Date: April 19, 2005

Subject: Consultant Agreement with Moira Hahn

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Moira Hahn, to prepare and deliver a lecture and gallery talk on April 20, 2005, total expenses not to exceed \$250.00. This event is scheduled to coincide with Ms. Hahn's scheduled gallery exhibit, and is intended to enrich and enhance the experience of the RCCD community. Funding source: General Fund

The consultant identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, he is not subject to Section II, 8 of the regulations for board policy 1080, conflict of interest code.

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

Recommended Action: It is recommended that the Board of Trustees approve this agreement between RCCD and Moira Hahn, for April 20, 2005, for an amount not to exceed \$250.00 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Juliana Leung, Art Gallery Director
Stephen Horn, Art Department Chair

**CONSULTANT AGREEMENT
BETWEEN**

**Moira Hahn
And
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

This Agreement, entered into this 20th day of April, 2005, between Moira Hahn, 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 will cover activities scheduled for April 20, 2005.

ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Consultant, The District will pay the Consultant a speaker’s fee. The total consultant’s fees not to exceed \$250.00.

ARTICLE IV. OBLIGATIONS OF CONSULTANT

4.01 Minimum Amount of Service. Consultant agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District.

4.02 Indemnification. Consultant and The District mutually agree to indemnify and hold each other free and harmless from any obligations, costs claims, judgments, attorney’s fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement. The Consultant also agrees to hold The District harmless for claims of libel and slander for any and all information provided at any point of the presentation.

4.03 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.

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

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

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

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

Riverside Community College District

Consultant

James L. Buysse
Vice Chancellor, Administration and Finance

Moira Hahn
Artist

Date

Date

EXHIBIT A

Consultant Agreement with Riverside Community College

SCOPE OF WORK

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

Prepare and Conduct a Lecture

Consultant hereby agrees to prepare and provide a lecture and presentation, to the RCC community, on April 20, 2005 between 3:00 p.m. and 4:30 p.m., in coordination with her scheduled art exhibit.

Deliverables

The following will be delivered to the RCC community as a result of the provision of services described within this scope of work.

- Deliver a lecture and presentation explaining your art, including techniques, methods and instruction.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-3-b

Date: April 19, 2005

Subject: Agreement with VisCom Media Development

Background: Attached for the Board's review and consideration is a Professional Service Agreement between Riverside Community College District and VisCom Media Development to build two web sites under the direction of Occupational Education/Contracts Office and the Office of Public Affairs and Institutional Advancement. The sites will be used to promote Occupational Education and Tech Prep programs, activities, and support services; recruit new students; and, serve as a catalyst leading business and industry members towards involvement in the college's occupational programs. Under the scope of services, VisCom Media Development, a Riverside-based firm, will design the site architecture and visual appearance, and test the sites to ensure compatibility with existing and future District information technology, Section 508 compliance, and access by commercial Internet browsers. . This agreement for services will begin on April 20, 2005, and will be completed by June 30, 2005. The total cost of website design and construction will be \$30,000.00. Funding Sources: VTEA Title 1-C Grant and Tech Prep Grant.

This agreement has been reviewed by Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and VisCom Media Development for the development of two websites for Occupational Education and Tech Prep, for the period April 20, 2005 through June 30, 2005, for an amount not to exceed \$30,000.00, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Julie Pehkonen
Occupational Education Specialist

CONSULTANT AGREEMENT
BETWEEN

VISCOM MEDIA DEVELOPMENT
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this April 20, 2005, between VISCOM MEDIA DEVELOPMENT, whose address is 3956 Rice Road, Riverside, CA 92506, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE, 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 April 20, 2005, and will continue in effect until June 30, 2005.
- 1.02 Julie Pehkonen, Occupational Education Specialist and Darren Dong, Director of Web Development and Communication will act as the District's representatives. No services, as specified in "Scope of Services" will be conducted or considered complete without approval of both District representatives. No additional work will be initiated/conducted without prior approval of the District representatives.

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.
- 2.02 Consultant retains all intellectual property rights including copyright for work developed in the completion of the services outlined in "Exhibit A."

ARTICLE III. COMPENSATION

- 3.01 In consideration for the services to be performed by the Consultant, The District will pay the Consultant \$30,000 to design, engineer, and launch a new Occupational Education website and a new Tech Prep website. It is expected that the consultant will provide materials and facilitation of information, graphic design, art and information production, website hosting, and quality assurance. Total payments to the Consultant are not to exceed \$30,000.

- 3.02 Consultant will be paid upon presentation of invoices, as follows: \$7,500 after acceptance of contract, \$7,500 after delivery of site graphics, and \$15,000 after completion of project and launch of site. Consultant agrees to provide in

ARTICLE IV. OBLIGATIONS OF CONSULTANT

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

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

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

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

Riverside Community College District

Consultant

James L. Buysse
Vice Chancellor, Administration and Finance

Justin Pardee
VisCom Media Development

Date

Date

EXHIBIT A

CONSULTANT AGREEMENT
BETWEEN

VISCOM MEDIA DEVELOPMENT
AND
RIVERISDE COMMUNITY COLLEGE DISTRICT

SCOPE OF WORK

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

Development of Occupational Education and TechPrep Websites

Consultant hereby agrees to provide development, engineering, and launch of a new Occupational Education website for the exclusive use by The District's Occupational Education program and a new Tech Prep website. Occupational Education website creation activities will begin April 20, 2005. It is anticipated that website launch and quality assurance tests will be completed by June 30, 2005. The Consultant will provide materials necessary to guide the entire process; collect required information; provide all graphic design development; insure all information is user friendly and consistent; and conduct final tests to ensure that the website is compatible with existing District information technology systems and is accessible using commercial browsers.

Deliverables

The following will be delivered to Occupational education as a result of the provision of services described within this scope of work.

- Development and launch of a new Occupational Education website.
- Development and launch of a new Tech Prep website.
- Ensure that Occupational Education and Tech Prep websites are Section 508 compliant, as evaluated and approved by Riverside Community College's Disabled Students Programs and Services department.
- Provide appropriate documentation for administration and maintenance of the websites and SQL server databases.
- Provide training on content management solution for website maintenance.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No.: V-A-3-c

Date: April 19, 2005

Subject: Agreement with Riverside County, Riverside County Fire Department

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Riverside County, Riverside County Fire Department. This is a renewal of an agreement that provides needed training facilities for EMS students. Field experience is a necessary component of the EMS program and the County of Riverside has agreed to supply externship opportunities for Riverside Community College District's EMS students through its County of Riverside Fire Department Facilities. The term of this agreement will be April 20, 2005 until it is terminated by either party. Funding Source: No cost to the District.

This agreement has been reviewed by Ed Godwin, Director, Administrative Services; Sylvia Thomas, Associate Vice President, Instruction; and Ronald Vito, Dean, Occupation Education.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with the County of Riverside, County of Riverside Fire Department, at no cost to the District, from April 20, 2005 until terminated by either party, and authorize the Vice Chancellor, Administration and Finance or designee to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Chris Nollette
Director, Emergency Medical Services Program

AGREEMENT

RIVERSIDE COUNTY (RIVERSIDE COUNTY FIRE DEPARTMENT)

AND

RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT (hereinafter referred to as "Agreement") is entered into on this 20th day of April, 2005, by and between the Riverside Community College District, Riverside, California, (hereinafter referred to as "the COLLEGE") and the County of Riverside, 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 until terminated by either party. The Agreement may be terminated by either party with or without cause at any time upon one (1) month written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE EMS Program may be permitted to complete their training pursuant to and under this Agreement in the sole discretion of the PROVIDER on the condition the COLLEGE agrees to continue the effectiveness of the provisions of this Agreement with regard to the students.

22. The PROVIDER may provide training experience to students of the EMS Program in other healthcare fields offered by the COLLEGE upon receipt by the PROVIDER of requests for such training and the provision of administrative evaluations by the PROVIDER of the availability of PROVIDER resources for such training and the written consent of both Parties to this Agreement.

23. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith. This Agreement may be amended only upon the written and mutual consent of the Parties hereto.

24. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

25. Notices. Any notices required to be given under this Agreement shall be given by regular mail, postage prepaid, addressed as follows:

COLLEGE

Riverside Community College District
14745 Riverside Drive
Riverside, CA 92518

PROVIDER

Riverside County Fire Department
210 W. San Jacinto Street
Perris, CA 92570

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

26. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be constructed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Los Angeles, State of California. Should any action, suit or proceeding be brought to enforce or to interpret the provisions of the Agreement or as a result of alleged breach of any provision of this Agreement, the prevailing party in such action, suit or proceeding shall be entitled to costs and expenses, including reasonable attorney's fees, from the

losing party, and any judgment or decree rendered in such a proceeding shall include such an award thereof.

27. Assignment: This Agreement shall not be assigned by either party without the prior written consent of the other party.

28. Waiver of Subrogation Rights: The COLLEGE shall require the carriers of all required insurance policies to waive all Rights of Subrogation against the PROVIDER, County of Riverside Fire Department, or their officers, officials, employees, agents, volunteers, contractors and subcontractors.

29. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of the Parties.

30. Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

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

Riverside County Fire Department

Riverside Community College District

By: _____

By: _____

Dr. James Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-4

Date: April 19, 2005

Subject: Memorandum of Understanding with ACS/Perris OASIS Youth
Opportunity

Background: The attached Memorandum of Understanding between ACS/Perris OASIS Youth Opportunity Center and Riverside Community College District provides for a comprehensive array of educational and guidance services to youth 14-21 years of age. Riverside Community College District will coordinate services that will support post-secondary referral, application for financial assistance, and access to vocational certificated programs and transfer pathways. RCCD will also provide access to professional staff to offer support and facilitation of high interest workshops. Payment to RCCD for these services is \$4,000.00. Funding Source: ACS/Perris Youth Opportunity Center.

This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Director of Administrative Services. The classroom and workshop activities outlined in the agreement are considered low risk in nature.

Recommended Action: It is recommended that the Board of Trustees approve the Memorandum of Understanding between ACS/Perris OASIS Youth Opportunity Center and Riverside Community College District, from April 19 – June 30, 2005, for an amount not to exceed \$4,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the Memorandum of Understanding.

Salvatore G. Rotella
Chancellor

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

MEMORANDUM OF UNDERSTANDING
between
ACS/Perris OASIS Youth Opportunity Center
and
Riverside Community College District

Parties

ACS Perris Youth Opportunity Center, described hereinafter as the "AGENCY", is the lead administrative entity, authorized and existing under the Workforce Investment Act (WIA) of 1998. **Riverside Community College District**, described hereinafter as "PARTNER," is an organization of business people designed to advance the interests of its members. PARTNER and AGENCY enter into this Memorandum of Understanding (MOU) documenting their PARTNERship regarding the comprehensive array of year-round services to youth 14 to 21 years old operated by PARTNER.

IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. Term

The term of this MOU shall commence when the MOU is signed by AGENCY and PARTNER. The MOU shall remain in effect until June 30, 2005, and shall thereafter automatically renew for successive two-year terms, unless terminated by the repeal of WIA, by action of any applicable law, or otherwise in accordance with this section. Either party may terminate this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice shall be given to the party at the address(es) set forth below.

2. Description of Services

A. PARTNER Responsibilities

1. PARTNER will provide:

- Coordinate services that will support post-secondary referral, application for financial assistance and access to vocational certificated programs and transfer pathways.

- Provide access to professional staff to offer support and facilitation of High Interest workshops
- Offer post-secondary college awareness/preparation workshops to youth who are considering college as a career readiness option.

The site location for services will be at 351 Wilkerson Avenue, Suite F
Perris, Ca 92570. Telephone: 951.657.7105

B. AGENCY Responsibilities

1. AGENCY will provide resource facilities and core services at local centers and job placement assistance for Riverside County residents.
2. AGENCY will coordinate training on the services and procedures associated with intake, enrollment and performance outcomes under WIA regulations.
3. AGENCY will establish a reporting criteria and format for the collection of data, information or documents to substantiate the successful PARTNERship.
4. AGENCY will create a referral form to be used in the process between the collaboration to ensure the tracking of referrals is being compiled.

3. **Funding Costs of Services**

As between the parties, to provide the agreement of the description of services, the payment of Four thousand dollars will be paid in the method described below.

4. **Method of Payment**

Partner shall submit itemized monthly invoices and sufficient backup documentation to ACS Accountant, certifying that required services were performed. No accrual of disallowed costs is permitted. PARTNERs billing will be done 90 days following the end of the MOU term.

5. **Disallowed Activities**

The following activities are disallowed under this Memorandum of Understanding:

1. Political activities (WIA 195 (6)).
2. Charging participants a fee for placement or referral into a WIA activity (WIA) 195 (5).
3. Displacement of employees by any WIA participants [WIA 181 (b) (2) & (3)].
4. The promotion or deterrence of union organization [WIA 181 (B) (7)].

6. Referrals

The parties agree to make written referrals to one another for services and activities to individuals, where appropriate. Referrals shall be made with respect to each party's target group, eligibility requirements, and performance standards and expectations.

The parties will jointly develop and implement mutually acceptable processes for intake and referral and will train their staff on the services of each participating PARTNER. The parties agree to evaluate this process periodically and to modify it based on changing requirements and/or agreed upon needed improvements.

7. Licenses

PARTNER, its employees, and agents, shall maintain professional licenses required by local, State, and Federal laws at all times while performing services under this MOU.

8. Amendments

The parties may amend this MOU at any time during its term by written MOU.

9. Criminal Background Checks

PARTNER shall conduct criminal background checks through the California Department of Justice of all employees providing services to the Agency pursuant to Education Code 45125.1. PARTNER shall provide a signed certification stating that criminal background checks have been conducted and that no employee has been convicted of any serious or violent felonies, as specified in Penal Code Sections 1192.7 (c) and 667.5 (c), respectively. PARTNER shall also provide a list of all employees providing services to the Agency.

10. Confidentiality

The parties will share information regarding clients, applicants, and other customers only to the extent that such sharing does not violate WIA, other applicable statutes or ethical standards or requirements. All such shared information shall remain private and confidential, shall not be published by either party, and shall not be shared with, divulged, or given to individuals or groups not a party to this MOU. A client must be informed in writing that the parties intend to share information about him or her and consent in writing thereto before that information may be shared.

11. Indemnification

AGENCY agrees to indemnify and hold harmless the PARTNER, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of AGENCY in connection with this Memorandum of Understanding.

PARTNER agrees to indemnify and hold harmless AGENCY from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of the PARTNER, its officers, employees, agents or volunteers in connection with this Memorandum of Understanding.

In the event PARTNER and/or AGENCY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Memorandum of Understanding, PARTNER and/or AGENCY shall indemnify the other to the extent of its comparative fault.

Please see Addendum "A" for further clarification.

12. Insurance

PARTNER and AGENCY will maintain professional liability (for individuals only), general liability (for businesses only), and Workers' Compensation Insurance (for individuals and businesses alike). The PARTNER and AGENCY warrant they have adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of the PARTNER'S and AGENCY'S performance of this Memorandum of Understanding.

13. Additional Provisions

The PARTNER, at their expense, may utilize AGENCY's shared, web-based, electronic case management system, if the PARTNER so desires, if it meets the system's hardware and software requirements.

Mutual Responsibilities:

Health and Safety Standards

Both parties will ensure that all facilities meet health and safety standards established under state and federal law [WIA 181 (B) (4) & CFR 667.274].

Discrimination Clause

The parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or participant for services provided under this MOU because of race, color, age, religion, sex, national origin, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in the WIA Title 1 financially assisted program or activity as specified in Section 188 of WIA.

Parties to this MOU will assure compliance with the American with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to ADA.

14. Monitoring

As part of the Agencies duties in the performance of this MOU, the Agency shall monitor WIA program activities of its collaborative PARTNERS including but not limited to fiscal management, invoices, and services rendered to the PARTNERSHIP. Agency shall make a written record of findings and review them with the County when necessary. Copies of findings must be available for review by the County, State, and Federal monitors or auditors and shall be maintained in files at the Agency's office.

15. Dispute Resolution Process

The PARTNER agrees to use the Local Workforce Investment Area's grievance process to resolve disputes.

Please see Addendum "B" for clarification of the Local Workforce Investment Area's grievance process.

16. Conformity with Applicable Law

In providing all services under this MOU, the PARTNER shall abide by all applicable Federal, State, and local statutes, ordinances, rules, regulations, and standards, as well as the standards and requirements imposed upon the Agency by Federal and/or State agencies providing funding to the Agency for the purchase of supplemental services.

17. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of California.

18. Termination

This MOU may be terminated by either party by giving **30 days** written notice by certified mail of intention to terminate, such period beginning upon receipt of notice, and may be terminated for **cause**, such as a willful and or material breach of the MOU by either party by giving **five (5) days** written notice of intention to terminate by certified mail.

Notwithstanding any of the provisions of this MOU, PARTNER'S rights under this MOU shall terminate (except for fees accrued prior to the date of termination) upon PARTNER'S bankruptcy, death or disability or in the event of fraud, dishonesty, or a willful or material breach of this MOU by PARTNER or, at Agency's election, in the event of PARTNER'S unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, PARTNER shall be entitled to no further compensation under this MOU, it being the intent that PARTNER shall be paid as specified in Sections 3. and 4. only during such period that PARTNER shall, in fact, be performing the duties hereunder.

19. Sole Agreement

This Agreement is the only MOU between the parties relating to the subject hereof.

IN WITNESS WHEREOF, the duly authorized representative of each party does hereby sign and date this document as set forth below.

NAME of AGENCY

ACS Perris Youth Opportunity Center

Dated: _____ **By:** _____

Name, Title: *Authorized Signatory of Agency, Title*

Name of PARTNER

Riverside Community College

Dated: _____ **By:** _____

Name, Title: *Authorized Signatory of PARTNER, Title*

ADDENDUM "A"

PARTNER agrees to indemnify and hold harmless the AGENCY, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the partner agency operations, or its services hereunder, or from or as a result of an audit of services received under this MOU arising from the negligent acts or omissions of the partner agency in the performance of this MOU, including any Workers' Compensation suits, liability, or expense, arising from or connected with services performed by or on behalf of the PARTNER by any person pursuant to this MOU.

AGENCY agrees to indemnify and hold harmless the PARTNER, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the partner agency operations, or its services here under, or from or as a result of an audit of services received under this MOU arising from the negligent acts or omissions of the partner agency in the performance of this MOU, including any Workers' Compensation suits, liability, or expense, arising from or connected with services performed by or on behalf of the AGENCY by any person pursuant to this MOU.

ADDENDUM "B"

1. The Local Workforce Investment Act Grievance Process will be defined in the 5-page document issued by the Economic Development Agency (EDA), the local agency responsible for monitoring Workforce Investment Act guidelines.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5

April 19, 2005

Subject: Affiliation Agreement Renewals with Community Care and Rehabilitation Center, Villa Healthcare Center, Cypress Gardens Convalescent Hospital and Parkview Community Hospital

Background: Attached for the Board's review and consideration are affiliation agreements with various hospital/clinical facilities. Each year the District enters into these agreements to provide clinical experience for nursing students. Clinical experience is required by both nursing accrediting bodies. We are requesting that the Board consider the proposed affiliation agreement renewals between Riverside Community College District and Community Care and Rehabilitation Center, Villa Healthcare Center, Cypress Gardens Convalescent Hospital and Parkview Community Hospital. The term of each agreement is for two years beginning in June 2005. Funding source: No cost to the District.

These affiliation agreements have all been reviewed by Ed Godwin, Director, Administrative Services, Sylvia Thomas, Associate Vice President, Instruction and Ron Vito, Dean, Occupational Education.

Recommended Action: It is recommended that the Board of Trustees approve the affiliation agreement renewals between Riverside Community College District and Community Care and Rehabilitation Center, Villa Healthcare Center, Cypress Gardens Convalescent Hospital and Parkview Community Hospital, for a two year period beginning in June 2005, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the Agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Sandra Baker
Dean/Director, Nursing Education

HOSPITAL/CLINICAL FACILITY AGREEMENTS

- RECOMMENDED RENEWALS –
NURSING EDUCATION

FACILITY	TERMS OF AGREEMENT	COST
Community Care and Rehabilitation Center	June 10, 2005 – June 9, 2007	No cost to District
Villa Healthcare Center	June 18, 2005 – June 17, 2007	No cost to District
Cypress Gardens Convalescent Hospital	June 10, 2005 – June 9, 2007	No cost to District
Parkview Community Hospital	June 1, 2005 – May 31, 2007	No cost to District

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COLLEGE/CLINICAL FACILITY AGREEMENT

THIS AGREEMENT is made and entered into on this 10 day of June, 2005 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, Riverside, California, hereinafter referred to as the “COLLEGE,” and the COMMUNITY CARE & REBILITATION CENTER, herein referred to as the “CLINICAL FACILITY.”

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Registered Nurse Program, and a student Vocational Nurse Program both of which are herein combined and referred to as the “Nursing Program,” and

WHEREAS, the Nursing Program has certain requirements for students to gain clinical experience while enrolled in the program, and

WHEREAS, the CLINICAL FACILITY maintains facilities which lend themselves to said clinical experience for students, and

WHEREAS, the COLLEGE and CLINICAL FACILITY desire to cooperate in the Nursing Program and to use the facilities of both institutions in connection therewith, and

WHEREAS, the CLINICAL FACILITY will retain ultimate responsibility for the care of the client, including adequate staffing requirements.

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the Nursing Program for preparation of practitioners at beginning (staff) position in nursing service.

1 2. The COLLEGE shall be responsible for the development,
2 organization, and implementation of the Nursing Program curriculum under the
3 direction of a qualified professional nurse educator.

4 3. The COLLEGE shall select, test, and supervise students enrolled
5 in the Nursing Program, and retained in it throughout the period of time prescribed for
6 its completion.

7 4. The COLLEGE shall provide certificated instructors to teach all
8 prescribed courses in the Nursing Program, including any instruction or training which
9 may be carried on at the CLINICAL FACILITY. Such instructors, and the Director of
10 the Nursing Program, shall be named, appointed, and assigned by the COLLEGE in
11 accordance with its established procedures for employment of instructional personnel.
12 The instructor/student ratio will not exceed the ratio listed for the Nursing Program in
13 accordance with the various nursing and health accrediting agencies' policies.

14 5. The COLLEGE will provide each new instructor an opportunity
15 to participate in an orientation to the CLINICAL FACILITY. This orientation will be
16 arranged through mutual agreement between the COLLEGE and the CLINICAL
17 FACILITY.

18 6. The COLLEGE shall provide instructional supplies and
19 equipment needed for the Nursing Program, except those which the CLINICAL
20 FACILITY hereinafter specifically agrees to provide.

21 7. The COLLEGE shall provide administrative functions, including
22 enrollment, academic counseling, scheduling, attendance, accounting, and achievement
23 records in connection with the Nursing Program, similar to those maintained for all
24 other students in the Riverside Community College District.

1 8. The COLLEGE shall furnish copies of class schedules and
2 student rotations in clinical assignments, reviewed by the Director of the Nursing
3 Program after consultation with the Director of Nursing in the CLINICAL FACILITY.

4 9. The CLINICAL FACILITY shall provide the following:

- 5 (a) Full cooperation on its part to help insure success of the
6 Nursing Program;
- 7 (b) The cooperation and counsel of the CLINICAL FACILITY
8 administrative and professional staffs in the conduct of the
9 Nursing Program;
- 10 (c) Adequate space for individual and group conferences and
11 reference space for the part of the Nursing Program to be
12 carried on in the CLINICAL FACILITY;
- 13 (d) Equipment and supplies needed for clinical instruction
14 within the individual or several clinical divisions of the
15 CLINICAL FACILITY where students are assigned.
- 16 (e) Access to CLINICAL FACILITY policy and nursing
17 procedure guides.
- 18 (f) One nurse to function as preceptor during specific student
19 practice session(s) as required for such specific areas of
20 training. Nurses employed by the CLINICAL FACILITY
21 and serving as “preceptors” will be selected in accordance
22 with program/course requirements and CLINICAL
23 FACILITY recommendations.
- 24 (g) As broad an experience as possible with opportunities for
25 observation, participation, and independent activity

1 involving client contact through the program(s) offered by
2 the CLINICAL FACILITY.

3 (h) Use of the CLINICAL FACILITY library resources and
4 other educational materials.

5 (i) Ultimate control and responsibility for supervision and
6 oversight of client care at all times.

7 10. The COLLEGE shall have the right to requisition medical and
8 surgical equipment from CLINICAL FACILITY Central Supply for use in connection
9 with the Nursing Program. The cost of such use shall be borne by the COLLEGE and
10 shall be subject to rules and regulations affecting all other users.

11 11. The COLLEGE shall have the right to requisition expendable
12 drugs from the CLINICAL FACILITY pharmacy for normal demonstration purposes.
13 The cost of such drugs shall be borne by the COLLEGE.

14 12. The facilities for clinical experience in the care of clients shall be
15 provided and included in the Nursing Program only upon mutual agreement of the
16 CLINICAL FACILITY and COLLEGE.

17 13. Should emergency treatment be necessary for students in event of
18 accident or sudden illness, the cost of such treatment shall be covered under the
19 COLLEGE'S worker's compensation coverage by filing a completed claim form with
20 the COLLEGE'S Risk Management Department.

21 14. Both parties agree that the standards of the Nursing Program shall
22 be maintained at a level equal to or exceeding those required by the California Board of
23 Registered Nursing, California Board of Vocational Nursing and Psychiatric
24 Technicians and National League for Nursing Accrediting Commission.

1 15. It is understood that students participating in the Nursing
2 Program are not employees of the CLINICAL FACILITY, but shall be subject to and
3 shall abide by all CLINICAL FACILITY rules and regulations including but not limited
4 to the CLINICAL FACILITY'S rules and regulations, the Blood Borne Pathogen
5 Control Plan, regulations governing national (Joint Commission on Accreditation of
6 Healthcare organizations JCAHO), and state accreditation and licensing, and those
7 governing professional conduct, confidentiality, affirmative action, and substance
8 abuse. In the event that a student fails or refuses to do so, the CLINICAL FACILITY
9 reserves the right to refuse the use of its facilities to such students.

10 16. The number of students participating in the Nursing Program
11 who are assigned to the CLINICAL FACILITY shall be determined by mutual
12 agreement of the parties.

13 17. Each student shall provide to COLLEGE documentation of health
14 status including, but not limited to: a current health examination by a healthcare
15 provider; annual documentation of a negative TB test, proof of current CPR
16 certification, current immunizations for Rubella, Rubeola, Mumps, Varicella, Tetanus,
17 Trivalent Polio and Hepatitis B.

18 18. Confirm that students understand that during participation in this
19 Program they shall not drive personal vehicles in furtherance of that practice. Students
20 are not authorized to drive any CLINICAL FACILITY vehicle, but may ride in such
21 vehicles during their participation in this Program when driven by a Riverside
22 Community College District approved driver. Students are allowed to drive personal
23 vehicles only in the furtherance of practice for homecare visits.

1 19. A strict code of confidentiality is to be maintained. All
2 information obtained from client records is to be held in confidence. No copies of client
3 records shall be made, and no records or copies thereof are to be removed from the
4 CLINICAL FACILITY. COLLEGE shall require its students and faculty placed at
5 CLINICAL FACILITY to maintain confidentiality of each patient's records pursuant to
6 State and Federal laws regarding confidentiality of patient information and records.
7 Clients shall not be identified in any manner in reports or case studies undertaken by
8 students. In the event of an accident or incident, the client may be identified in the
9 District's confidential internal records only. Students and instructors of the COLLEGE
10 may inform the Dean/Director of Nursing Education and the Risk Management of
11 COLLEGE regarding incidents or issues related to students and Instructor performance
12 under this Agreement, but COLLEGE shall maintain all such information in confidence.
13 The COLLEGE and its employees, agents or students having any access to records of
14 CLINICAL FACILITY'S clients shall observe all Federal, State and County regulations
15 concerning the security and confidentiality of records including but not limited to, the
16 Health Insurance Portability and Accountability Act (HIPAA) of 1996. CLINICAL
17 FACILITY may require that a confidentiality agreement be executed by any individual
18 accessing CLINICAL FACILITY resources under the terms and intent of this
19 Agreement. In the event of lack of compliance with such request by CLINICAL
20 FACILITY, access under this Agreement will be denied.

21 20. The COLLEGE and its employees, agents or students accessing
22 CLINICAL FACILITY resources hereunder shall not discriminate in the provision of
23 services, allocation of benefits, accommodation in facilities, or employment of
24 personnel on the basis of ethnic group identification, race, color, creed, ancestry,
25 religion, national origin, sexual preference, sex, age (over 40), marital status, medical

1 condition, or physical or mental handicap, and shall comply with all other requirements
2 of law regarding nondiscrimination and affirmative action including those laws
3 pertaining to the prohibition of discrimination against qualified handicapped persons in
4 all programs or activities.

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

- 8 (a) Denying an eligible person or providing to an eligible
9 person any services or benefit which is different, or is
10 provided in different manner or at a different time from
11 that provided to other eligible persons under this
12 Agreement.
- 13 (b) Subjecting an eligible person to segregation or separate
14 treatment in any manner related to his receipt of any
15 service, except when necessary for infection control.
- 16 (c) Restricting an eligible person in any way in the
17 enjoyment of any advantage or privilege enjoyed by
18 others receiving a similar service or benefit.
- 19 (d) Treatment of an eligible person differently from others in
20 determining whether he satisfied any eligibility,
21 membership, or other requirement or condition which
22 individuals must meet in order to be provided a similar
23 service or benefit.
- 24 (e) The assignment of times or places for the provision of
25 services on the basis of race, religion, color, sex, national

1 origin, age, or physical or mental handicap of the eligible
2 person to be served.

3 21. Students enrolled in the Nursing Program are provided coverage
4 under the COLLEGE'S personal malpractice and liability insurance in accordance with
5 EXHIBIT A attached hereto and thereby incorporated herein. CLINICAL FACILITY
6 shall be given notice, in writing, at least thirty (30) days in advance of cancellation,
7 modification or reduction in coverage. COLLEGE shall meet insurance requirements
8 through self-insurance or the purchase of coverage from a California Joint Powers
9 Insurance Authority.

10 22. The COLLEGE shall indemnify and hold the CLINICAL
11 FACILITY, its officers, agents and employees, free and harmless from any liability
12 whatsoever, including but not limited to wrongful death, based or asserted, upon any
13 acts or omissions of any student, COLLEGE instructor, or personnel assigned to the
14 CLINICAL FACILITY by the COLLEGE, relating to or in any way connected with or
15 arising from the training of any student, during the period of time that the students
16 assigned by the COLLEGE participate in the approved program of the CLINICAL
17 FACILITY. The COLLEGE shall have the right to conduct any investigation necessary
18 to implement this provision.

19 23. The COLLEGE shall further indemnify and hold the CLINICAL
20 FACILITY, its officers, agents, and employees free and harmless from any liability
21 whatsoever, including but not limited to worker's compensation for any injury, illness,
22 or wrongful death of any student, COLLEGE instructor or personnel based or asserted
23 in any claim or action by any student, COLLEGE instructor or personnel, their personal
24 representative or heir, for any injury, illness, or wrongful death of any student,
25 COLLEGE instructor or personnel during the period of time that they are assigned by

1 the COLLEGE to participate in the approved program of the CLINICAL FACILITY.
2 The COLLEGE shall have the right to conduct any investigation necessary to
3 implement this provision.

4 24. The CLINICAL FACILITY shall indemnify and hold the
5 COLLEGE, its officers, agents, and employees free and harmless from any liability
6 whatsoever, including but not limited to wrongful death, based or asserted, upon any
7 acts or omissions of any employee of the CLINICAL FACILITY, relating to or in any
8 way connected with or arising from the training of any student, during the period of
9 time that the students assigned by the COLLEGE participate in the approved program
10 of the CLINICAL FACILITY.

11 25. The CLINICAL FACILITY shall further indemnify and hold the
12 COLLEGE, its officers, agents, and employees free and harmless from any liability
13 whatsoever, including worker's compensation for any injury, illness, or wrongful death
14 of any CLINICAL FACILITY employee based or asserted in any claim or action by any
15 CLINICAL FACILITY employee, personal representative, or heir of any CLINICAL
16 FACILITY employee during the period of time that the students assigned by the
17 COLLEGE participate in the approved program of the CLINICAL FACILITY.

18 26. This Agreement shall be effective upon execution and shall
19 continue in force on a two (2) year basis, renewable annually upon mutual agreement of
20 the Parties hereto. The agreement may be terminated by either party at any time upon
21 thirty day written notice to the other party provided that in the event of termination,
22 those students enrolled at the time in the COLLEGE Nursing Program will be permitted
23 to complete their training under this agreement.

1 27. The CLINICAL FACILITY may provide training experience to
2 students in other healthcare fields offered by the COLLEGE upon receipt by the
3 CLINICAL FACILITY or requests for such training and administrative evaluations of
4 the availability of CLINICAL FACILITY resources for the provision of such training.
5 Any agreements to provide such additional areas of training may be incorporated into
6 this Agreement through the attachment hereto of administrative letters setting forth
7 terms and conditions specifically related to those areas of training and in accordance
8 with the original terms and intent hereof.

9 28. This Agreement is intended by the Parties hereto as a final
10 expression of their understanding with respect to the subject matter hereof and as a
11 complete and exclusive statement of the terms and conditions thereof, and supersedes
12 any and all prior and contemporaneous agreements and understandings, oral or written,
13 in connection herewith other than as set forth in Paragraph 26 of this Agreement. This
14 Agreement may be changed or modified only upon the written consent of the Parties
15 hereto other than for procedural modifications not affecting the original intent of this
16 Agreement which may be administratively implemented by mutual approval of the
17 respective program directors of the CLINICAL FACILITY and COLLEGE.

18 29. Severability. If any provision of this Agreement is held by a court
19 of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions
20 will nevertheless continue in full force without being impaired or invalidated in any
21 way.

22 30. Notices. Any notices required to be given under this Agreement
23 shall be given by regular mail, postage prepaid, addressed as follows:

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COLLEGE	CLINICAL FACILITY
Riverside Community College 4800 Magnolia Avenue Riverside, California 92506-1299	Community Care & Rehabilitation Center 4070 Jurupa Avenue Riverside, CA 92506

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

31. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce to interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

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IN WITNESS WHEREOF, the parties have executed this agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____

Name: Dr. James Buysse

Title: Vice Chancellor, Administration & Finance

Date: _____

COMMUNITY CARE & REHABILITATION CENTER

By: _____
Signature

Name: Bruce Bennett
Please Print

Title: President
Please Print

Date _____

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COLLEGE/CLINICAL FACILITY AGREEMENT

THIS AGREEMENT is made and entered into on this 18 day of June, 2005 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, Riverside, California, hereinafter referred to as the “COLLEGE,” and the VILLA HEALTHCARE CENTER, herein referred to as the “CLINICAL FACILITY.”

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Registered Nurse Program, and a student Vocational Nurse Program both of which are herein combined and referred to as the “Nursing Program,” and

WHEREAS, the Nursing Program has certain requirements for students to gain clinical experience while enrolled in the program, and

WHEREAS, the CLINICAL FACILITY maintains facilities which lend themselves to said clinical experience for students, and

WHEREAS, the COLLEGE and CLINICAL FACILITY desire to cooperate in the Nursing Program and to use the facilities of both institutions in connection therewith, and

WHEREAS, the CLINICAL FACILITY will retain ultimate responsibility for the care of the client, including adequate staffing requirements.

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the Nursing Program for preparation of practitioners at beginning (staff) position in nursing service.

1 2. The COLLEGE shall be responsible for the development,
2 organization, and implementation of the Nursing Program curriculum under the
3 direction of a qualified professional nurse educator.

4 3. The COLLEGE shall select, test, and supervise students enrolled
5 in the Nursing Program, and retained in it throughout the period of time prescribed for
6 its completion.

7 4. The COLLEGE shall provide certificated instructors to teach all
8 prescribed courses in the Nursing Program, including any instruction or training which
9 may be carried on at the CLINICAL FACILITY. Such instructors, and the Director of
10 the Nursing Program, shall be named, appointed, and assigned by the COLLEGE in
11 accordance with its established procedures for employment of instructional personnel.
12 The instructor/student ratio will not exceed the ratio listed for the Nursing Program in
13 accordance with the various nursing and health accrediting agencies' policies.

14 5. The COLLEGE will provide each new instructor an opportunity
15 to participate in an orientation to the CLINICAL FACILITY. This orientation will be
16 arranged through mutual agreement between the COLLEGE and the CLINICAL
17 FACILITY.

18 6. The COLLEGE shall provide instructional supplies and
19 equipment needed for the Nursing Program, except those which the CLINICAL
20 FACILITY hereinafter specifically agrees to provide.

21 7. The COLLEGE shall provide administrative functions, including
22 enrollment, academic counseling, scheduling, attendance, accounting, and achievement
23 records in connection with the Nursing Program, similar to those maintained for all
24 other students in the Riverside Community College District.

1 8. The COLLEGE shall furnish copies of class schedules and
2 student rotations in clinical assignments, reviewed by the Director of the Nursing
3 Program after consultation with the Director of Nursing in the CLINICAL FACILITY.

4 9. The CLINICAL FACILITY shall provide the following:

- 5 (a) Full cooperation on its part to help insure success of the
6 Nursing Program;
- 7 (b) The cooperation and counsel of the CLINICAL FACILITY
8 administrative and professional staffs in the conduct of the
9 Nursing Program;
- 10 (c) Adequate space for individual and group conferences and
11 reference space for the part of the Nursing Program to be
12 carried on in the CLINICAL FACILITY;
- 13 (d) Equipment and supplies needed for clinical instruction
14 within the individual or several clinical divisions of the
15 CLINICAL FACILITY where students are assigned.
- 16 (e) Access to CLINICAL FACILITY policy and nursing
17 procedure guides.
- 18 (f) One nurse to function as preceptor during specific student
19 practice session(s) as required for such specific areas of
20 training. Nurses employed by the CLINICAL FACILITY
21 and serving as “preceptors” will be selected in accordance
22 with program/course requirements and CLINICAL
23 FACILITY recommendations.
- 24 (g) As broad an experience as possible with opportunities for
25 observation, participation, and independent activity

1 involving client contact through the program(s) offered by
2 the CLINICAL FACILITY.

3 (h) Use of the CLINICAL FACILITY library resources and
4 other educational materials.

5 (i) Ultimate control and responsibility for supervision and
6 oversight of client care at all times.

7 10. The COLLEGE shall have the right to requisition medical and
8 surgical equipment from CLINICAL FACILITY Central Supply for use in connection
9 with the Nursing Program. The cost of such use shall be borne by the COLLEGE and
10 shall be subject to rules and regulations affecting all other users.

11 11. The COLLEGE shall have the right to requisition expendable
12 drugs from the CLINICAL FACILITY pharmacy for normal demonstration purposes.
13 The cost of such drugs shall be borne by the COLLEGE.

14 12. The facilities for clinical experience in the care of clients shall be
15 provided and included in the Nursing Program only upon mutual agreement of the
16 CLINICAL FACILITY and COLLEGE.

17 13. Should emergency treatment be necessary for students in event of
18 accident or sudden illness, the cost of such treatment shall be covered under the
19 COLLEGE'S worker's compensation coverage by filing a completed claim form with
20 the COLLEGE'S Risk Management Department.

21 14. Both parties agree that the standards of the Nursing Program shall
22 be maintained at a level equal to or exceeding those required by the California Board of
23 Registered Nursing, California Board of Vocational Nursing and Psychiatric
24 Technicians and National League for Nursing Accrediting Commission.

1 15. It is understood that students participating in the Nursing
2 Program are not employees of the CLINICAL FACILITY, but shall be subject to and
3 shall abide by all CLINICAL FACILITY rules and regulations including but not limited
4 to the CLINICAL FACILITY'S rules and regulations, the Blood Borne Pathogen
5 Control Plan, regulations governing national (Joint Commission on Accreditation of
6 Healthcare organizations JCAHO), and state accreditation and licensing, and those
7 governing professional conduct, confidentiality, affirmative action, and substance
8 abuse. In the event that a student fails or refuses to do so, the CLINICAL FACILITY
9 reserves the right to refuse the use of its facilities to such students.

10 16. The number of students participating in the Nursing Program
11 who are assigned to the CLINICAL FACILITY shall be determined by mutual
12 agreement of the parties.

13 17. Each student shall provide to COLLEGE documentation of health
14 status including, but not limited to: a current health examination by a healthcare
15 provider; annual documentation of a negative TB test, proof of current CPR
16 certification, current immunizations for Rubella, Rubeola, Mumps, Varicella, Tetanus,
17 Trivalent Polio and Hepatitis B.

18 18. Confirm that students understand that during participation in this
19 Program they shall not drive personal vehicles in furtherance of that practice. Students
20 are not authorized to drive any CLINICAL FACILITY vehicle, but may ride in such
21 vehicles during their participation in this Program when driven by a Riverside
22 Community College District approved driver. Students are allowed to drive personal
23 vehicles only in the furtherance of practice for homecare visits.

1 19. A strict code of confidentiality is to be maintained. All
2 information obtained from client records is to be held in confidence. No copies of client
3 records shall be made, and no records or copies thereof are to be removed from the
4 CLINICAL FACILITY. COLLEGE shall require its students and faculty placed at
5 CLINICAL FACILITY to maintain confidentiality of each patient's records pursuant to
6 State and Federal laws regarding confidentiality of patient information and records.
7 Clients shall not be identified in any manner in reports or case studies undertaken by
8 students. In the event of an accident or incident, the client may be identified in the
9 District's confidential internal records only. Students and instructors of the COLLEGE
10 may inform the Dean/Director of Nursing Education and the Risk Management of
11 COLLEGE regarding incidents or issues related to students and Instructor performance
12 under this Agreement, but COLLEGE shall maintain all such information in confidence.
13 The COLLEGE and its employees, agents or students having any access to records of
14 CLINICAL FACILITY'S clients shall observe all Federal, State and County regulations
15 concerning the security and confidentiality of records including but not limited to, the
16 Health Insurance Portability and Accountability Act (HIPAA) of 1996. CLINICAL
17 FACILITY may require that a confidentiality agreement be executed by any individual
18 accessing CLINICAL FACILITY resources under the terms and intent of this
19 Agreement. In the event of lack of compliance with such request by CLINICAL
20 FACILITY, access under this Agreement will be denied.

21 20. The COLLEGE and its employees, agents or students accessing
22 CLINICAL FACILITY resources hereunder shall not discriminate in the provision of
23 services, allocation of benefits, accommodation in facilities, or employment of
24 personnel on the basis of ethnic group identification, race, color, creed, ancestry,
25 religion, national origin, sexual preference, sex, age (over 40), marital status, medical

1 condition, or physical or mental handicap, and shall comply with all other requirements
2 of law regarding nondiscrimination and affirmative action including those laws
3 pertaining to the prohibition of discrimination against qualified handicapped persons in
4 all programs or activities.

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

- 8 (a) Denying an eligible person or providing to an eligible
9 person any services or benefit which is different, or is
10 provided in different manner or at a different time from
11 that provided to other eligible persons under this
12 Agreement.
- 13 (b) Subjecting an eligible person to segregation or separate
14 treatment in any manner related to his receipt of any
15 service, except when necessary for infection control.
- 16 (c) Restricting an eligible person in any way in the
17 enjoyment of any advantage or privilege enjoyed by
18 others receiving a similar service or benefit.
- 19 (d) Treatment of an eligible person differently from others in
20 determining whether he satisfied any eligibility,
21 membership, or other requirement or condition which
22 individuals must meet in order to be provided a similar
23 service or benefit.
- 24 (e) The assignment of times or places for the provision of
25 services on the basis of race, religion, color, sex, national

1 origin, age, or physical or mental handicap of the eligible
2 person to be served.

3 21. Students enrolled in the Nursing Program are provided coverage
4 under the COLLEGE'S personal malpractice and liability insurance in accordance with
5 EXHIBIT A attached hereto and thereby incorporated herein. CLINICAL FACILITY
6 shall be given notice, in writing, at least thirty (30) days in advance of cancellation,
7 modification or reduction in coverage. COLLEGE shall meet insurance requirements
8 through self-insurance or the purchase of coverage from a California Joint Powers
9 Insurance Authority.

10 22. The COLLEGE shall indemnify and hold the CLINICAL
11 FACILITY, its officers, agents and employees, free and harmless from any liability
12 whatsoever, including but not limited to wrongful death, based or asserted, upon any
13 acts or omissions of any student, COLLEGE instructor, or personnel assigned to the
14 CLINICAL FACILITY by the COLLEGE, relating to or in any way connected with or
15 arising from the training of any student, during the period of time that the students
16 assigned by the COLLEGE participate in the approved program of the CLINICAL
17 FACILITY. The COLLEGE shall have the right to conduct any investigation necessary
18 to implement this provision.

19 23. The COLLEGE shall further indemnify and hold the CLINICAL
20 FACILITY, its officers, agents, and employees free and harmless from any liability
21 whatsoever, including but not limited to worker's compensation for any injury, illness,
22 or wrongful death of any student, COLLEGE instructor or personnel based or asserted
23 in any claim or action by any student, COLLEGE instructor or personnel, their personal
24 representative or heir, for any injury, illness, or wrongful death of any student,
25 COLLEGE instructor or personnel during the period of time that they are assigned by

1 the COLLEGE to participate in the approved program of the CLINICAL FACILITY.
2 The COLLEGE shall have the right to conduct any investigation necessary to
3 implement this provision.

4 24. The CLINICAL FACILITY shall indemnify and hold the
5 COLLEGE, its officers, agents, and employees free and harmless from any liability
6 whatsoever, including but not limited to wrongful death, based or asserted, upon any
7 acts or omissions of any employee of the CLINICAL FACILITY, relating to or in any
8 way connected with or arising from the training of any student, during the period of
9 time that the students assigned by the COLLEGE participate in the approved program
10 of the CLINICAL FACILITY.

11 25. The CLINICAL FACILITY shall further indemnify and hold the
12 COLLEGE, its officers, agents, and employees free and harmless from any liability
13 whatsoever, including worker's compensation for any injury, illness, or wrongful death
14 of any CLINICAL FACILITY employee based or asserted in any claim or action by any
15 CLINICAL FACILITY employee, personal representative, or heir of any CLINICAL
16 FACILITY employee during the period of time that the students assigned by the
17 COLLEGE participate in the approved program of the CLINICAL FACILITY.

18 26. This Agreement shall be effective upon execution and shall
19 continue in force on a two (2) year basis, renewable annually upon mutual agreement of
20 the Parties hereto. The agreement may be terminated by either party at any time upon
21 thirty day written notice to the other party provided that in the event of termination,
22 those students enrolled at the time in the COLLEGE Nursing Program will be permitted
23 to complete their training under this agreement.

1 27. The CLINICAL FACILITY may provide training experience to
2 students in other healthcare fields offered by the COLLEGE upon receipt by the
3 CLINICAL FACILITY or requests for such training and administrative evaluations of
4 the availability of CLINICAL FACILITY resources for the provision of such training.
5 Any agreements to provide such additional areas of training may be incorporated into
6 this Agreement through the attachment hereto of administrative letters setting forth
7 terms and conditions specifically related to those areas of training and in accordance
8 with the original terms and intent hereof.

9 28. This Agreement is intended by the Parties hereto as a final
10 expression of their understanding with respect to the subject matter hereof and as a
11 complete and exclusive statement of the terms and conditions thereof, and supersedes
12 any and all prior and contemporaneous agreements and understandings, oral or written,
13 in connection herewith other than as set forth in Paragraph 26 of this Agreement. This
14 Agreement may be changed or modified only upon the written consent of the Parties
15 hereto other than for procedural modifications not affecting the original intent of this
16 Agreement which may be administratively implemented by mutual approval of the
17 respective program directors of the CLINICAL FACILITY and COLLEGE.

18 29. Severability. If any provision of this Agreement is held by a court
19 of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions
20 will nevertheless continue in full force without being impaired or invalidated in any
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22 30. Notices. Any notices required to be given under this Agreement
23 shall be given by regular mail, postage prepaid, addressed as follows:

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By: _____

Name: Dr. James Buysse

Title: Vice Chancellor, Administration & Finance

Date: _____

VILLA HEALTHCARE CENTER

By: _____
Signature

Name: _____
Please Print

Title: _____
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20 FACILITY, access under this Agreement will be denied.

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22 CLINICAL FACILITY resources hereunder shall not discriminate in the provision of
23 services, allocation of benefits, accommodation in facilities, or employment of
24 personnel on the basis of ethnic group identification, race, color, creed, ancestry,
25 religion, national origin, sexual preference, sex, age (over 40), marital status, medical

1 condition, or physical or mental handicap, and shall comply with all other requirements
2 of law regarding nondiscrimination and affirmative action including those laws
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4 all programs or activities.

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20 determining whether he satisfied any eligibility,
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25 services on the basis of race, religion, color, sex, national

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9 Insurance Authority.

10 22. The COLLEGE shall indemnify and hold the CLINICAL
11 FACILITY, its officers, agents and employees, free and harmless from any liability
12 whatsoever, including but not limited to wrongful death, based or asserted, upon any
13 acts or omissions of any student, COLLEGE instructor, or personnel assigned to the
14 CLINICAL FACILITY by the COLLEGE, relating to or in any way connected with or
15 arising from the training of any student, during the period of time that the students
16 assigned by the COLLEGE participate in the approved program of the CLINICAL
17 FACILITY. The COLLEGE shall have the right to conduct any investigation necessary
18 to implement this provision.

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23 in any claim or action by any student, COLLEGE instructor or personnel, their personal
24 representative or heir, for any injury, illness, or wrongful death of any student,
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8 way connected with or arising from the training of any student, during the period of
9 time that the students assigned by the COLLEGE participate in the approved program
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13 whatsoever, including worker's compensation for any injury, illness, or wrongful death
14 of any CLINICAL FACILITY employee based or asserted in any claim or action by any
15 CLINICAL FACILITY employee, personal representative, or heir of any CLINICAL
16 FACILITY employee during the period of time that the students assigned by the
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2 students in other healthcare fields offered by the COLLEGE upon receipt by the
3 CLINICAL FACILITY or requests for such training and administrative evaluations of
4 the availability of CLINICAL FACILITY resources for the provision of such training.
5 Any agreements to provide such additional areas of training may be incorporated into
6 this Agreement through the attachment hereto of administrative letters setting forth
7 terms and conditions specifically related to those areas of training and in accordance
8 with the original terms and intent hereof.

9 28. This Agreement is intended by the Parties hereto as a final
10 expression of their understanding with respect to the subject matter hereof and as a
11 complete and exclusive statement of the terms and conditions thereof, and supersedes
12 any and all prior and contemporaneous agreements and understandings, oral or written,
13 in connection herewith other than as set forth in Paragraph 26 of this Agreement. This
14 Agreement may be changed or modified only upon the written consent of the Parties
15 hereto other than for procedural modifications not affecting the original intent of this
16 Agreement which may be administratively implemented by mutual approval of the
17 respective program directors of the CLINICAL FACILITY and COLLEGE.

18 29. Severability. If any provision of this Agreement is held by a court
19 of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions
20 will nevertheless continue in full force without being impaired or invalidated in any
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COLLEGE

CLINICAL FACILITY

Riverside Community College
4800 Magnolia Avenue
Riverside, California 92506-1299

Cypress Gardens Convalescent Hospital
9025 Colorado Avenue
Riverside, CA 92503

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

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31. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce to interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

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IN WITNESS WHEREOF, the parties have executed this agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____

Name: Dr. James Buysse

Title: Vice Chancellor, Administration & Finance

Date: _____

CYPRESS GARDENS CONVALESCENT HOSPITAL

By: _____
Signature

Name: _____
Please Print

Title: _____
Please Print

Date _____

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COLLEGE/HOSPITAL AGREEMENT

THIS AGREEMENT is made and entered into on this 1 day of June, 2005 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, Riverside, California, hereinafter referred to as the “COLLEGE,” and the PARKVIEW COMMUNITY HOSPITAL, herein referred to as the “HOSPITAL.”

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Registered Nurse Program, and a student Vocational Nurse Program both of which are herein combined and referred to as the “Nursing Program,” and

WHEREAS, the Nursing Program has certain requirements for students to gain clinical experience while enrolled in the program, and

WHEREAS, the HOSPITAL maintains facilities which lend themselves to said clinical experience for students, and

WHEREAS, the COLLEGE and HOSPITAL desire to cooperate in the Nursing Program and to use the facilities of both institutions in connection therewith, and

WHEREAS, the HOSPITAL will retain ultimate responsibility for the care of the client, including adequate staffing requirements.

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the Nursing Program for preparation of practitioners at beginning (staff) position in nursing service.

1 2. The COLLEGE shall be responsible for the development,
2 organization, and implementation of the Nursing Program curriculum under the
3 direction of a qualified professional nurse educator.

4 3. The COLLEGE shall select, test, and supervise students enrolled
5 in the Nursing Program, and retained in it throughout the period of time prescribed for
6 its completion.

7 4. The COLLEGE shall provide certificated instructors to teach all
8 prescribed courses in the Nursing Program, including any instruction or training which
9 may be carried on at the HOSPITAL. Such instructors, and the Director of the Nursing
10 Program, shall be named, appointed, and assigned by the COLLEGE in accordance with
11 its established procedures for employment of instructional personnel. The
12 instructor/student ratio will not exceed the ratio listed for the Nursing Program in
13 accordance with the various nursing and health accrediting agencies' policies.

14 5. The COLLEGE will provide each new instructor an opportunity
15 to participate in an orientation to the HOSPITAL. This orientation will be arranged
16 through mutual agreement between the COLLEGE and the HOSPITAL.

17 6. The COLLEGE shall provide instructional supplies and
18 equipment needed for the Nursing Program, except those which the HOSPITAL
19 hereinafter specifically agrees to provide.

20 7. The COLLEGE shall provide administrative functions, including
21 enrollment, academic counseling, scheduling, attendance, accounting, and achievement
22 records in connection with the Nursing Program, similar to those maintained for all
23 other students in the Riverside Community College District.

1 8. The COLLEGE shall furnish copies of class schedules and
2 student rotations in clinical assignments, reviewed by the Director of the Nursing
3 Program after consultation with the Director of Nursing in the HOSPITAL.

4 9. The HOSPITAL shall provide the following:

- 5 (a) Full cooperation on its part to help insure success of the
6 Nursing Program;
- 7 (b) The cooperation and counsel of the HOSPITAL
8 administrative and professional staffs in the conduct of the
9 Nursing Program;
- 10 (c) Adequate space for individual and group conferences and
11 reference space for the part of the Nursing Program to be
12 carried on in the HOSPITAL;
- 13 (d) Equipment and supplies needed for clinical instruction
14 within the individual or several clinical divisions of the
15 HOSPITAL where students are assigned.
- 16 (e) Access to HOSPITAL policy and nursing procedure guides.
- 17 (f) One nurse to function as preceptor during specific student
18 practice session(s) as required for such specific areas of
19 training. Nurses employed by the HOSPITAL and serving
20 as “preceptors” will be selected in accordance with
21 program/course requirements and HOSPITAL
22 recommendations.

1 (g) As broad an experience as possible with opportunities for
2 observation, participation, and independent activity
3 involving client contact through the program(s) offered by
4 the HOSPITAL.

5 (h) Use of the HOSPITAL library resources and other
6 educational materials.

7 (i) Ultimate control and responsibility for supervision and
8 oversight of client care at all times.

9 10. The COLLEGE shall have the right to requisition medical and
10 surgical equipment from HOSPITAL Central Supply for use in connection with the
11 Nursing Program. The cost of such use shall be borne by the COLLEGE and shall be
12 subject to rules and regulations affecting all other users.

13 11. The COLLEGE shall have the right to requisition expendable
14 drugs from the HOSPITAL pharmacy for normal demonstration purposes. The cost of
15 such drugs shall be borne by the COLLEGE.

16 12. The facilities for clinical experience in the care of clients shall be
17 provided and included in the Nursing Program only upon mutual agreement of the
18 HOSPITAL and COLLEGE.

19 13. Should emergency treatment be necessary for students in event of
20 accident or sudden illness, the cost of such treatment shall be covered under the
21 COLLEGE'S worker's compensation coverage by filing a completed claim form with
22 the COLLEGE'S Risk Management Department.

1 14. Both parties agree that the standards of the Nursing Program shall
2 be maintained at a level equal to or exceeding those required by the California Board of
3 Registered Nursing, California Board of Vocational Nursing and Psychiatric
4 Technicians and National League for Nursing Accrediting Commission.

5 15. It is understood that students participating in the Nursing
6 Program are not employees of the HOSPITAL, but shall be subject to and shall abide by
7 all HOSPITAL rules and regulations including but not limited to the HOSPITAL'S
8 rules and regulations, the Blood Borne Pathogen Control Plan, regulations governing
9 national (Joint Commission on Accreditation of Healthcare organizations JCAHO), and
10 state accreditation and licensing, and those governing professional conduct,
11 confidentiality, affirmative action, and substance abuse. In the event that a student fails
12 or refuses to do so, the HOSPITAL reserves the right to refuse the use of its facilities to
13 such students.

14 16. The number of students participating in the Nursing Program
15 who are assigned to the HOSPITAL shall be determined by mutual agreement of the
16 parties.

17 17. Each student shall provide to COLLEGE documentation of health
18 status including, but not limited to: a current health examination by a healthcare
19 provider; annual documentation of a negative TB test, proof of current CPR
20 certification, current immunizations for Rubella, Rubeola, Mumps, Varicella, Tetanus,
21 Trivalent Polio and Hepatitis B.

22 18. Confirm that students understand that during participation in this
23 Program they shall not drive personal vehicles in furtherance of that practice. Students
24 are not authorized to drive any HOSPITAL vehicle, but may ride in such vehicles
25 during their participation in this Program when driven by a Riverside Community

1 College District approved driver. Students are allowed to drive personal vehicles only in
2 the furtherance of practice for homecare visits.

3 19. A strict code of confidentiality is to be maintained. All
4 information obtained from client records is to be held in confidence. No copies of client
5 records shall be made, and no records or copies thereof are to be removed from the
6 HOSPITAL. COLLEGE shall require its students and faculty placed at HOSPITAL to
7 maintain confidentiality of each patient's records pursuant to State and Federal laws
8 regarding confidentiality of patient information and records. Clients shall not be
9 identified in any manner in reports or case studies undertaken by students. In the event
10 of an accident or incident, the client may be identified in the District's confidential
11 internal records only. Students and instructors of the COLLEGE may inform the
12 Dean/Director of Nursing Education and the Risk Management of COLLEGE regarding
13 incidents or issues related to students and Instructor performance under this Agreement,
14 but COLLEGE shall maintain all such information in confidence. The COLLEGE and
15 its employees, agents or students having any access to records of HOSPITAL'S clients
16 shall observe all Federal, State and County regulations concerning the security and
17 confidentiality of records including but not limited to, the Health Insurance Portability
18 and Accountability Act (HIPAA) of 1996. HOSPITAL may require that a
19 confidentiality agreement be executed by any individual accessing HOSPITAL
20 resources under the terms and intent of this Agreement. In the event of lack of
21 compliance with such request by HOSPITAL, access under this Agreement will be
22 denied.

23 20. The COLLEGE and its employees, agents or students accessing
24 HOSPITAL resources hereunder shall not discriminate in the provision of services,
25 allocation of benefits, accommodation in facilities, or employment of personnel on the

1 basis of ethnic group identification, race, color, creed, ancestry, religion, national origin,
2 sexual preference, sex, age (over 40), marital status, medical condition, or physical or
3 mental handicap, and shall comply with all other requirements of law regarding
4 nondiscrimination and affirmative action including those laws pertaining to the
5 prohibition of discrimination against qualified handicapped persons in all programs or
6 activities.

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

- 10 (a) Denying an eligible person or providing to an eligible
11 person any services or benefit which is different, or is
12 provided in different manner or at a different time from
13 that provided to other eligible persons under this
14 Agreement.
- 15 (b) Subjecting an eligible person to segregation or separate
16 treatment in any manner related to his receipt of any
17 service, except when necessary for infection control.
- 18 (c) Restricting an eligible person in any way in the
19 enjoyment of any advantage or privilege enjoyed by
20 others receiving a similar service or benefit.
- 21 (d) Treatment of an eligible person differently from others in
22 determining whether he satisfied any eligibility,
23 membership, or other requirement or condition which
24 individuals must meet in order to be provided a similar
25 service or benefit.

1 (e) The assignment of times or places for the provision of
2 services on the basis of race, religion, color, sex, national
3 origin, age, or physical or mental handicap of the eligible
4 person to be served.

5 21. Students enrolled in the Nursing Program are provided coverage
6 under the COLLEGE'S personal malpractice and liability insurance in accordance with
7 EXHIBIT A attached hereto and thereby incorporated herein. HOSPITAL shall be
8 given notice, in writing, at least thirty (30) days in advance of cancellation, modification
9 or reduction in coverage. COLLEGE shall meet insurance requirements through self-
10 insurance or the purchase of coverage from a California Joint Powers Insurance
11 Authority.

12 22. The COLLEGE shall indemnify and hold the HOSPITAL, its
13 officers, agents and employees, free and harmless from any liability whatsoever,
14 including but not limited to wrongful death, based or asserted, upon any acts or
15 omissions of any student, COLLEGE instructor, or personnel assigned to the
16 HOSPITAL by the COLLEGE, relating to or in any way connected with or arising from
17 the training of any student, during the period of time that the students assigned by the
18 COLLEGE participate in the approved program of the HOSPITAL. The COLLEGE
19 shall have the right to conduct any investigation necessary to implement this provision.

20 23. The COLLEGE shall further indemnify and hold the HOSPITAL,
21 its officers, agents, and employees free and harmless from any liability whatsoever,
22 including but not limited to worker's compensation for any injury, illness, or wrongful
23 death of any student, COLLEGE instructor or personnel based or asserted in any claim
24 or action by any student, COLLEGE instructor or personnel, their personal
25 representative or heir, for any injury, illness, or wrongful death of any student,

1 COLLEGE instructor or personnel during the period of time that they are assigned by
2 the COLLEGE to participate in the approved program of the HOSPITAL. The
3 COLLEGE shall have the right to conduct any investigation necessary to implement this
4 provision.

5 24. The HOSPITAL shall indemnify and hold the COLLEGE, its
6 officers, agents, and employees free and harmless from any liability whatsoever,
7 including but not limited to wrongful death, based or asserted, upon any acts or
8 omissions of any employee of the HOSPITAL, relating to or in any way connected with
9 or arising from the training of any student, during the period of time that the students
10 assigned by the COLLEGE participate in the approved program of the HOSPITAL.

11 25. The HOSPITAL shall further indemnify and hold the COLLEGE,
12 its officers, agents, and employees free and harmless from any liability whatsoever,
13 including worker's compensation for any injury, illness, or wrongful death of any
14 HOSPITAL employee based or asserted in any claim or action by any HOSPITAL
15 employee, personal representative, or heir of any HOSPITAL employee during the
16 period of time that the students assigned by the COLLEGE participate in the approved
17 program of the HOSPITAL.

18 26. This Agreement shall be effective upon execution and shall
19 continue in force on a two (2) year basis, renewable annually upon mutual agreement of
20 the Parties hereto. The agreement may be terminated by either party at any time upon
21 thirty day written notice to the other party provided that in the event of termination,
22 those students enrolled at the time in the COLLEGE Nursing Program will be permitted
23 to complete their training under this agreement.

1 27. The HOSPITAL may provide training experience to students in
2 other healthcare fields offered by the COLLEGE upon receipt by the HOSPITAL or
3 requests for such training and administrative evaluations of the availability of
4 HOSPITAL resources for the provision of such training. Any agreements to provide
5 such additional areas of training may be incorporated into this Agreement through the
6 attachment hereto of administrative letters setting forth terms and conditions
7 specifically related to those areas of training and in accordance with the original terms
8 and intent hereof.

9 28. This Agreement is intended by the Parties hereto as a final
10 expression of their understanding with respect to the subject matter hereof and as a
11 complete and exclusive statement of the terms and conditions thereof, and supersedes
12 any and all prior and contemporaneous agreements and understandings, oral or written,
13 in connection herewith other than as set forth in Paragraph 26 of this Agreement. This
14 Agreement may be changed or modified only upon the written consent of the Parties
15 hereto other than for procedural modifications not affecting the original intent of this
16 Agreement which may be administratively implemented by mutual approval of the
17 respective program directors of the HOSPITAL and COLLEGE.

18 29. Severability. If any provision of this Agreement is held by a court
19 of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions
20 will nevertheless continue in full force without being impaired or invalidated in any
21 way.

22 30. Notices. Any notices required to be given under this Agreement
23 shall be given by regular mail, postage prepaid, addressed as follows:

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COLLEGE HOSPITAL
Riverside Community College Parkview Community Hospital
4800 Magnolia Avenue 3865 Jackson Street
Riverside, California 92506-1299 Riverside, CA 92503

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

3

31. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce to interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

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IN WITNESS WHEREOF, the parties have executed this agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____

Name: Dr. James Buysse

Title: Vice Chancellor, Administration & Finance

Date: _____

PARKVIEW COMMUNITY HOSPITAL

By: _____
Signature

Name: _____
Please Print

Title: _____
Please Print

Date _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-6-a

Date: April 19, 2005

Subject: Agreement with Corona-Norco Unified School District, Upward Bound

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Corona-Norco Unified School District (CNUSD). The Upward Bound Program at the Norco Campus is proposing this agreement to utilize the services of the Corona-Norco Unified School District (CNUSD) to prepare and deliver specified unitized meals to Riverside Community College Norco Campus during its Summer Enrichment Component. The cost of the meals is \$2.75 each. It is projected that approximately 25 students will attend for a total cost of \$1,650.00. This activity has been scheduled for the period of June 20, 2005 through July 28, 2005. This is the fourth year that CNUSD has provided this service. Funding Source: Upward Bound Grant Funds.

This agreement has been reviewed by Edward Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Corona-Norco Unified School District, from June 20, 2005 through July 28, 2005, for an amount not to exceed \$1,650.00, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Ruben Saenz
TRIO Director

AGREEMENT TO PROVIDE FOOD SERVICE
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
CORONA-NORCO UNIFIED SCHOOL DISTRICT

This agreement is entered into on April 19, 2005 by and between CORONA-NORCO UNIFIED SCHOOL DISTRICT, herein after referred to as VENDOR, and RIVERSIDE COMMUNITY COLLEGE DISTRICT, herein after referred to as the AGENCY.

Whereas, it is not within the capability of the agency to prepare specified meals under the Summer Food Service Program (SFSP); and

Whereas, the facilities and capabilities of the vendor are adequate to prepare and deliver specified meals to the agency's facility (ies); and

Whereas, the vendor is willing to provide such services to the agency on a cost reimbursement basis,

Therefore, both parties hereto agree as follows:

THE VENDOR AGREES TO:

1. Prepare unitized meals for *delivery inclusive* of milk or juice each day, in accordance with the number of meals required and at the cost(s) per meal listed below:

Riverside Community College District, 2001 Third Street, Norco, CA 92860, SSV, Tigers Den Cafeteria

Breakfast	\$ N/A	each	Lunch	\$ 2.75	each
Supplement/snack	\$ N/A	each	Supper	\$ N/A	each

2. Provide the agency, for approval, a proposed cycle menu for the operational period, at least 3 days prior to the beginning of the period to which the menu applies, with nutritional analysis. Any changes to the menu made after agency approval must be agreed upon by the agency, approved by the California department of Education and documented on the menu records.
3. Assure that each meal provided to the agency under this agreement meets the minimum requirements as to the nutritional content as specified by the SFSP Meal Pattern, Schedule B (attached) which is excerpted from the regulations 7 CFR Part 225.16 or an approved National School Lunch (NSLP)/School Breakfast Program (SBP) option. NSLP/SBP vendors may use the same menu planning options they use during the school year in lieu of using the SFSP meal pattern. Snacks will meet the SFSP meal pattern.
4. Maintain full and accurate records which document (1) the menus provided to the agency during the term of this agreement, (2) a listing of all components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the United States Department of Agriculture (USDA) Food Buying Guide when calculating and recording the quantity of food prepared for each meal.
5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase, or otherwise availability to the vendor, of the meal components and quantities itemized in the meal preparation records.

6. Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to/picked up by the agency. Meal count documentation must include the number of meals requested by the agency.
7. Allow the agency to increase or decrease the number of meal orders, as needed, when the request is made within four hours of the scheduled delivery time.
8. Present to the agency an invoice accompanied by reports no later than the 15th day of each month, which itemizes the previous month's delivery. The vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this agreement. In cases of nonperformance or noncompliance on the part of the vendor, the vendor shall pay the agency for any excess costs the agency incurs by obtaining meals from another source.
9. Provide the agency with a copy of current health certifications for the food service facility in which it prepares meals for the SFSP. The vendor shall ensure that all health and sanitation requirements of the California Uniform Retail Food Facilities Law, Chapter 4 of the California Health and Safety Code, are met at all times.
10. Operate in accordance with current SFSP regulations. Comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.
11. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress). Upon request make all accounts and records pertaining to the agreement available to the certified public accountant hired by the agency, representatives of the California Department of Education, USDA and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place.
12. Not subcontracted for the total meal, with or without milk, or for the assembly of the meal.
13. Be paid by the agency for all meals delivered/picked up in accordance with the agreement. Neither the California Department of Education nor USDA will assume any liability for payment of differences between the number of meals prepared for delivery and/or pick up by the vendor and the number of meals served by the agency that are eligible for reimbursement.
14. Accept commodities from the agency. These commodities will be used in the preparations of meals provided for the SFSP. The vendor will reduce the price of the meals by the fair market value of the commodities used in the meals. Price reductions will be itemized on the invoice. All commodities until used are the property of the agency.

The Agency agrees to:

1. Request by telephone no later than **24 hours, an accurate number of meals to be delivered/picked up by the agency each day. Notify the vendor of necessary increases or decreases in the number of meal orders within *four hours of the scheduled delivery/pick up time. Errors in meal order counts made by the agency shall be the responsibility of the agency.
2. Ensure that an agency representative is available at each delivery/pick up site, at the specified time on each specified delivery/pick up day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivered/pick up. The

agency assures the vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of the SFSP, and with local health and safety codes.

3. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up by the vendor (if applicable) no later than **2:00p.m.
4. Notify the vendor within 3 days of receipt of the next month's proposed cycle menu, of any changes, additions or deletions.
5. Provide the vendor with a copy of 7 CFR Part 225.16; the SFSP Meal Pattern, Schedule B; the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of the SFSP. The Agency will, within 24 hours of receipt from the SFSP Unit, advise the vendor of any changes in the food service requirements.
6. Pay the vendor by the 30th day of each month the full amount as presented on the monthly-itemized invoice. Notify the vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the vendor for all meals delivered/picked up in accordance with the agreement. Neither the California Department of Education nor USDA will assume any liability for payment of the difference between the number of meals prepared, picked up by the agency or delivered by the vendor and the number of meals served by the agency that are eligible for reimbursement.
7. Order only those commodities that can be incorporated into its meals. The agency shall be responsible for transferring all unused commodities at the close of the SFSP. The agency is responsible for the fair market value of any commodity losses that may occur.

Terms of the Agreement:

This agreement will take effect commencing June 20, 2005 and shall end July 28, 2005 but no later than September 30. It may be terminated by notification given by either party with at least 30-days notice prior to the date of termination. The agency shall have the option to cancel this contract if the federal government withdraws funds to support the SFSP. It is further understood that, in the event of cancellation of the contract, the agency shall be responsible for meals that have already been assembled, delivered/picked up in accordance with this agreement.

Menu planning option(s) being used: NSMP, Nutrient Standard Menu Planning.

In witness whereof, the parties hereto have executed this agreement as of the dates indicated below:

Vendor Official Signature
Dale Saugstad
Assistant Superintendent
Corona-Norco U.S.D.
(951) 736-3256

Agency Official Signature
Dr. James Buysse
Vice Chancellor, Administration and Finance
Riverside Community College District
(951) 372-7144

Date: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-6-b

Date: April 19, 2005

Subject: California State Polytechnic University, Pomona (Cal Poly, Pomona)

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and California State Polytechnic University, Pomona (Cal Poly, Pomona) to provide facilities and food service for the Norco Campus Upward Bound program's Summer Residential Stay. Approximately 35 students and 5 staff will participate in this activity which is scheduled for the week of July 31, 2005 through August 5, 2005. The agreement includes a housing fee of \$3,840.00, three meals a day for \$4,900.00 and a facilities use fee of \$1,262.00 for a total of \$10,002.00. Funding Source: Upward Bound Grant Funds.

This agreement has been reviewed by Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with the California State Polytechnic University, Pomona campus, from July 31, 2005 to August 5, 2005, for an amount not to exceed \$10,002.00, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore Rotella
Chancellor

Prepared by: Ruben Saenz
TRIO Director

**California State Polytechnic University, Pomona
Cal Poly Pomona Foundation, Inc.
Conference Services**

3801 West Temple Avenue, Bldg. 59

Pomona, California 91768

Carolyn Tomlin, Conference Services Coordinator

(909) 869-3255

Conference Services License Agreement

The Cal Poly Pomona Foundation, Inc. is a non-profit, self-supporting organization with a primary objective to provide assistance in many forms to students, faculty, staff, and guests of California State Polytechnic University, Pomona through a variety of service and support activities. Cal Poly Pomona is an affirmative action and equal opportunity institution; applicants will be considered without regard to their race, color, national origin, sex, age, or physical handicap within the limits of the law.

This License Agreement is made and entered into this 21st day of February, 2005 at Pomona, County of Los Angeles, State of California by and between Cal Poly Pomona Foundation, Inc. through the authority of the Trustees of the California State University acting through the President of the California State Polytechnic University, Pomona, through its duly elected or appointed, qualified and acting Executive Director of Foundation Services hereinafter called the LICENSER and Riverside Community College District through its duly elected or appointed, qualified and acting Dr. James Buysse, V.P. of Administration and Finance hereinafter called the LICENSEE.

Services Provided

The LICENSER agrees to provide the services and facilities described in this agreement under the general terms as outlined and agreed upon, by both the LICENSER and the LICENSEE. The specifics of the services and facilities to be provided are outlined in the attached housing, dining, facilities, and audiovisual information sheets.

General Terms

- (1) The LICENSEE shall use the said property only for the purpose specified on its Application for the use of University Facilities.

- (2) The LICENSER may terminate this agreement, for good cause, or any part hereof, at any time prior to, or during the term of this agreement by presenting a NOTICE OF TERMINATION, in writing to the OFFICER acting on behalf of the LICENSEE.
- (3) The LICENSEE may not make alterations, place, or attach any fixtures, signs, or equipment, in, or about, or upon said property except those described in special conditions. The LICENSEE shall upon the expiration of this Agreement restore said property to the same condition as that existing at the time of entering upon the same under this Agreement, reasonable wear and tear, and damages by the elements or by circumstances over which the LICENSEE had no control are excepted.
- (4) University-owned furniture or apparatus may not be removed or displaced by the LICENSEE or any agent, employee, or invitee of the LICENSEE without the permission of the LICENSER.
- (5) The LICENSEE agrees that youth groups shall provide one approved live-in chaperone for each twelve (12) guests less than 18 years of age; or two approved live-in chaperones for each six (6) guests less than 12 years of age. Groups failing to provide chaperone(s) will be charged a minimum of \$10.00 per hour, per UNIVERSITY staff member, with a twelve (12) hour minimum per person in order to comply with the above noted policy.

Printed Material

- (1) It is expressly understood by the LICENSEE that the name California State Polytechnic University, Pomona shall not be used without prior written approval of the UNIVERSITY. It is further understood that neither the UNIVERSITY nor the LICENSER are sponsoring the activities of the LICENSEE in any way but only providing facilities and services as herein contained and outlined and restricted only to those services and facilities herein.
- (2) The LICENSEE shall provide the conference office with an advance copy of its proposed advertising and literature for approval.

Insurance

- (1) The LICENSER requires a Certificate and Endorsement Insurance, acceptable only from insurance companies with a performance rating of "A" or better and a financial rating of seven (7) or better, which shall state the LICENSEE is insured for the period of the conference or program with the following minimum coverage established. In addition, the STATE OF CALIFORNIA, the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, the UNIVERSITY, their OFFICERS, REPRESENTATIVES, AGENTS, and VOLUNTEERS (the "UNIVERSITY"),

and CAL POLY POMONA FOUNDATION, INC. are to be added as additional insured to the certificate and endorsement of insurance.

Bodily Injury	\$100,000.00 Each Person / \$300,000.00 Per Accident
Property Damage	\$100,000.00 Each Accident
General Liability	\$1,000,000.00 Aggregate

The LICENSEE shall furnish the conference office with **both a certificate and an endorsement of insurance** a minimum of 30 days prior to the start of the conference. Failure to submit the certificate and the endorsement of insurance will result in automatic cancellation of the conference by the LICENSER. All cancellations are subject to the cancellation policy described in this agreement.

- (2) The LICENSEE shall indemnify, defend, and hold harmless the STATE OF CALIFORNIA, the TRUSTEES of the CALIFORNIA STATE UNIVERSITY, their OFFICERS, REPRESENTATIVES, AGENTS, and VOLUNTEERS (the "UNIVERSITY"), and CAL POLY POMONA FOUNDATION, INC. from any and all liability, losses, damages, expenses, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with LICENSEE'S performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the UNIVERSITY.

Conference Requirements

- (1) To assure a well-organized conference, a written agenda and a detailed list of all conference requirements (i.e. number and type of rooms, special room set-ups, audiovisual requirements) are due on or before Monday, July 11, 2005. A five percent (5%) total billing special service charge will be administered to those conferences that do not comply with the submittal of a mandatory written agenda.
- (2) The conference office must receive attachment FG-1, NOTICE OF FINAL GUARANTEE FOR HOUSING AND FOOD SERVICE, no later than 5:00 PM on Monday, July 11, 2005 and it shall not be for less than 38 (95% of the count shown on page 7 of this agreement). An alphabetical list of the PARTICIPANT'S NAMES detailing gender and roommate assignments must be received with this guarantee. Age must also be indicated for any guests under 18 years of age. Requests to increase, (not decrease) this final guarantee may be accepted depending on space availability up to seven (7) working days prior to the start of the conference or program. A

non-refundable booking deposit of \$15.00 per person must accompany additional requests for space. You will be responsible for one hundred percent (100%) of your final guarantee. A five percent (5%) total billing special service charge will be administered to those conferences that do not comply with submittal of the mandatory NOTICE OF FINAL GUARANTEE FOR HOUSING AND FOOD SERVICE.

Rules and Regulations

- (1) The LICENSEE shall abide by all state laws, local ordinances, and the rules of the TRUSTEES, the UNIVERSITY, and the LICENSER, including, but not limited to, the following:
 - a. Dining Services: Shirt and shoes are required at all times in the dining commons. Radios, tape players, etc. are not allowed. Food may not be taken out of the dining facility, with the exception of an ice cream cone or a piece of fruit. Food may not be brought on campus from outside vendors. Backpacks and other bags are not allowed upstairs. Storage is available down stairs. However; please note that Foundation Dining Services, Los Olivos Dining Commons, University Housing Services, or Conference Services will not be held responsible for lost or stolen items.
 - b. Disruptive Behavior: Conduct such as rudeness to staff, rowdiness, destructive behavior, excessive noise, or other loud and annoying acts are not acceptable and may lead to dismissal from the residence halls.
 - c. Alcohol: Consumption, storage or possession of alcoholic beverages is restricted to persons 21 years of age and over. University Housing Services' policy prohibits alcohol in any public area including, but not limited to, all lounges, lobbies, studies, bathrooms/shower facilities, residence hall dining facilities, swimming pool, courtyards, balconies, decks and other exterior grounds. Also prohibited: Intoxication resulting in disorderly, loud, or abusive behavior; noise or disturbances of any nature resulting from gatherings where alcohol is consumed. (Consult the conference office for information about University facilities that are authorized to serve alcohol).
 - d. Animals: Guests shall not bring or keep any animal in the residence hall complex. This includes, but is not limited to, small rodents and snakes. Absolutely no red-blooded animals are permitted, unless for assistance to the disabled or handicapped.

- e. Firearms & Weapons: Campus rules prohibit the possession of firearms (or other weapons) by any person on UNIVERSITY grounds except with permission of campus authorities.
- f. Fire Safety: When an alarm sounds, occupants are required to immediately leave the residence halls and stay out until the campus fire department allows re-entry. Tampering with the fire equipment is prohibited. Violators of this regulation are subject to severe penalty; this includes tampering with fire extinguishers, hoses, or emergency signs.
- g. Fireworks: Fireworks, explosives or other flammable materials are prohibited.
- h. Prohibited Items: The following items are prohibited the residence halls: pets, electrical appliances (i.e. hot plates, heating coils, electric fry pans, toaster ovens, etc.) firearms, explosives or fireworks, dangerous weapons, hazardous chemicals, gasoline and similar substances, candles, vehicles of any kind, halogen lamps, or twinkle lights (i.e. Christmas lights).
- i. Quiet Hours: Due to the large number of conference guests with varying schedules in the residence halls, we ask that general quiet hours be observed between 10:00 PM and 7:00 AM. The conference office must approve activities that may conflict with these quiet hours. During the day, excessive noise is not allowed in the area.
- j. Residence Facilities: Screens are not to be removed and must remain locked at all times. Room furnishings should not rearranged. It is the responsibility of the LICENSEE to ensure the proper use of facilities. The LICENSEE is responsible for damages incurred during the duration of the conference.
- k. Skateboards, Roller Blades, & Scooters: The use of skateboards, motorized scooters, roller-skates (inline-skates), or similar coasting devices on UNIVERSITY property is prohibited. A guest may receive a citation for using any of the aforementioned on campus grounds. The LICENSEE or the individual conference guest is responsible for all citations issued.
- l. Smoking Policy: According to California State Law, smoking is prohibited in all areas of the halls, all UNIVERSITY facilities, and in all vehicles owned or maintained by the UNIVERSITY. Charges will be incurred for damages and deep cleaning. Also, a guest may receive a citation for smoking in the residence halls.

The LICENSEE or the individual conference guest is responsible for all citations issued. (Note: guests may smoke 25 feet away from the building).

- m. Parking: Parking rules and regulations may be obtained at the Visitor's Information Booth located on Kellogg drive or by contacting the conference office. Campus parking is available for all registered guests for \$5.00 per day as required by the TRUSTEES OF THE CALIFORNIA STATE UNIVERISTY. Parking permits may be obtained at the Visitor's Information Booth. Parking permits are required seven (7) days a week, twenty-four (24) hours per day. Parking for guests is located in lots F2, F3, and F4.
- n. Visitors: Non-registered guests are prohibited from staying in the residence halls overnight. As non-registered guests are identified, they will be asked to leave the premises. Charges will be incurred at a daily rate of \$50.00. These fees will become the responsibility of the group violating the aforementioned policy.
Repeated violations may result in guest and/or group dismissal without refund.

- (2) The LICENSEE agrees that the property shall not be used for the commission of any act intended to further any program or movement, the purpose of which is to accomplish the overthrow of the Government of the United States of America or of the LICENSER by force or any other unlawful means.
- (3) It is understood and agreed that the LICENSER and its agents shall have the right to enter the said property or any part thereof at any time for the purpose of examination or supervision, or the purpose of making repairs and alterations thereto as may be determined by the LICENSER.
- (4) It is mutually understood and agreed that this License Agreement is not assignable by the LICENSEE either in whole or in part, nor shall the LICENSEE sublet any part of the said property.
- (5) Cancellations will be accepted with the following conditions:
 - o. More than 90 days out Loss of booking deposit
 - p. 60 – 90 days out 25% of total estimated conference billing due
 - q. 30 – 59 days out 50% of the total estimated conference billing due
 - r. Less than 30 days notice 100% of the total estimated conference billing due
- (6) The LICENSER agrees to provide the facilities and services for a fee hereinafter set forth and the LICENSEE agrees to pay the fee on the date set forth on the following pages.

I have read and understood the General Terms of this License Agreement:

Licensee, Dr. James Buysse
Vice Chancellor, Administration and Finance
Riverside Community College District
_____ Date

Mr. Donald Green
Director, Procurement and Support Services
_____ Date

Mr. G. Paul Storey, Executive Director
CPP Foundation, Inc.
_____ Date

Housing Agreement

University Housing Services
59 University Drive
Pomona, California 91768

Conference Name: RIVERSIDE COMMUNITY COLLEGE DISTRICT
Housing Contact: ANGELA ALLISON, PROGRAM COORDINATOR

Arrival Date: Sunday, July 31, 2005 Check-In Time: 7:00 PM – 8:30 PM
Departure Date: Friday, August 5, 2005 Check Out Time: 1:00 PM – 3:00 PM

Living Accommodations

Hall: (Please note that your hall may be changed with or without notice due to the operation and maintenance of the residential complex. We will make every effort to accommodate your preferences and individual needs).

Aliso (Bldg. 23) Alamitos (Bldg. 22) Montecito (Bldg. 21)
 Encinitas (Bldg. 20) Palmitas (Bldg. 57) Cedritos (Bldg. 58)

Gender Breakdown:

Number of Males: _____
Number of Females: _____
Total Number: 40

The breakdown of male and female guests including roommate requests must be provided at the time your final guarantee is due (*General Terms, Item 11*).

Please separate male and female occupants by:

Floors Wings Buildings No Separation Required

Chaperones & Supervision:

Number of chaperones supplied by your group: 5

General Terms, Item 6: The LICENSEE agrees that youth groups shall provide one approved live-in chaperone for each twelve (12) guests less than 18 years of age; or two approved live-in chaperones for each six (6) guests less than 12 years of age. Groups failing to provide chaperone(s) will be charged a minimum of \$10.00 per hour, per UNIVERSITY staff member, with a twelve (12) hour minimum per person in order to comply with the above noted policy.

Linen Service

- No Service Provided
- Standard Service (Blankets & Pillows Provided)
- Premium Service (Blankets, Pillows, Sheets, Towels, Washcloths, & Pillow Cases Provided)

Groups selecting "Premium Linen Service" may exchange their linens (sheets, towels, washcloth, and pillowcase) at the front desk of their designated residence hall during normal duty hours (6:00 PM – 10:00 PM, unless noted) on the following days:

Date: _____	Time: _____
Date: _____	Time: _____
Date: _____	Time: _____
Date: _____	Time: _____
Date: _____	Time: _____
Date: _____	Time: _____
Date: _____	Time: _____
Date: _____	Time: _____

Please note that guests will be charged for lost, missing, or damaged blankets, pillows, and linen sets. It is the responsibility of the group and/or sponsoring organization to pay for applicable replacement costs. For more information please contact the conference office.

Current Replacement Charge: \$30.00 (Per Set)

Housekeeping Services

Room cleaning during the conference is the responsibility of the occupants unless other arrangements have been negotiated. Housekeeping services for public areas (i.e. restrooms, lounges, hallways) are provided by University Housing Services custodial staff daily, Monday through Friday, unless otherwise noted.

Special Conditions (Housing)

Please note the following special conditions:

Dining & Catering Services Agreement

Los Olivos Dining Commons & Catering
3801 West Temple Ave., Bldg. 70
Pomona, California 91786

Conference Name: RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dining Contact: ANGELA ALLISON, PROGRAM COORDINATOR

First Meal: Breakfast Date: Monday, August 1, 2005

Last Meal: Lunch Date: Friday, August 5, 2005

Meal Times

Daily meals are served at Los Olivos Dining Commons, Bldg. 70 during the hours listed below. Los Olivos Dining Commons also offers summer conference guests access to the Pony Express Convenience Store beginning half an hour prior to the first meal and closing half an hour after the last served meal. Meal hours may vary on holidays and as deemed necessary by the UNIVERSITY, please contact Conference Services for additional information.

Breakfast	6:45 AM – 9:00 AM	(Monday through Friday)
Brunch	10:30 AM – 12:30 PM	(Saturday, Sunday & University Holidays)

Lunch	11:00 AM – 1:30 PM	(Monday through Friday)
Dinner	4:30 PM – 6:30 PM	(Monday through Thursday)
	4:30 PM – 6:00 PM	(Friday through Sunday, & University Holidays)

Catering & Special Dining Arrangements

Catered Events and special meal arrangements are not provided in your daily dining rates. Meal trades are available, provided the conference office is given a minimum of seven (7) business days notice prior to the event. Catered events and special meal arrangements with less than seven (7) business days notice will be subject to a five percent (5%) last minute request fee. All catered events, special meal arrangements, and meal trades are subject to a standard fifteen percent (15%) service charge and all applicable delivery fees and taxes. Please contact the conference office for additional information.

Date	Description	Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Sales Tax (If Applicable)	\$ -
	Sub Total (Catering)	\$ -

Facilities & Audiovisual Agreement

University Facilities

Arrangements for classrooms, meeting space, recreational or athletic facilities are made on a first come, first serve basis. Conference Services will make every attempt to accommodate your requests; however, some facilities may be unavailable. Your group may be moved to an alternate location due to the needs of the University. Some facilities will require additional fees for landscaping, custodial, administration, grounds, and/or utilities. Fees for additional services are estimated at approximately thirty percent (30%) of total cost for each facility. Please note that while these additional charges appear below, they may or may not be included on your final bill, based on your final request(s).

Date	Description	Estimated Cost
Monday 8/1-Thurs. 8/4	2 classrooms @ \$118 each	\$ 944.00
Friday, 8/5	2 classrooms @ \$59 each (1/2 day)	\$ 118.00
	Leasing Administration Fee	\$ 200.00
	University Fees (30% Estimated)	
	Sub Total (Facilities)	\$ 1,262.00

Audiovisual Services

Audiovisual services are provided by ITAC (Instructional Technology and Computing). If you have any questions on the services listed below, please contact the conference office for additional information.

Date	Description	Estimated Cost
	Sub Total (Audio Visual)	\$ -

Other Services

Other services may include, but are not limited to, group box office sales, special events, services provided by a third party vendor (i.e. a disc jockey, magician, or professional speaker), or additional services not covered under another section of this agreement. Please contact the conference office for additional information and a listing of optional services provided.

Date	Description	Estimated Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Sub Total (Other Services)	\$ _____ -

Special Conditions

Lost, Damaged, or Missing Items

Payment for lost, damaged, or missing items are the responsibility of the LICENSEE. The conference office will make every attempt to collect fees for lost, damaged, or missing items from the individual guest. However; if the individual guest cannot pay or afford to pay said items, it is the responsibility of the LICENSEE to pay for these items as part of this agreement. Standard charges for lost, missing or damaged items are as follows:

Meal Cards	\$10.00
Linen Sets	\$30.00
Room Keys	\$65.00

Additional information regarding damages and other associated fees can be found on the conference website at www.csupomona.edu/~housing/conference or by contacting the conference office.

Special Conditions & Discounts (If Applicable)

Please note the following special conditions:

**Estimated Conference
Billing**

<u>Guests</u>	<u>Description</u>	<u>Unit Cost</u>	<u>No. of Nights</u>	<u>Total</u>
University Housing Services (Standard Arrangements)				
	Single Occupancy Rooms			\$ -
40	Double Occupancy Rooms	23	5	\$ 4,600.00
	Triple Occupancy Rooms			\$ -
40	Linen Sets	1.5	5	\$ 300.00
	Subtotal (Housing Standard)			\$ 4,900.00
University Housing Services (Variance Arrangements)				
	Single Occupancy Rooms			\$ -
	Double Occupancy Rooms			\$ -
	Triple Occupancy Rooms			\$ -
	Linen Sets			\$ -
	Subtotal (Housing Variance)			\$ -
Los Olivos Dining Commons (Standard Arrangements)				
40	Breakfast	5.25	5	\$ 1,050.00
40	Lunch	6.75	5	\$ 1,350.00
40	Dinner	9	4	\$ 1,440.00
	Brunch			\$ -
	Sales Tax (If Applicable)			
	Subtotal (Dining Standard)			\$ 3,840.00
Los Olivos Dining Commons (Variance Arrangements)				
	Breakfast			\$ -
	Lunch			\$ -
	Dinner			\$ -
	Brunch			\$ -
	Sales Tax (If Applicable)			\$ -
	Subtotal (Dining Variance)			\$ -
Catering & Special Dining Arrangements Subtotal (See Page 9)				
Facilities Subtotal (See Page 10)				\$ 1,262.00
Audiovisual Subtotal (See Page 10)				
Special Conditions & Other Services Subtotal (See Page 11)				
TOTAL CONFERENCE ESTIMATE				\$ 10,002.00

Deposits, Payments, & Billing

University Based Programs (Cal Poly Pomona Only)

Statement of Payment Form Required: _____ Date: N/A

Type of Account: _____ Foundation (IDT) Account No. _____
 _____ State (Invoice) Account No. _____

All Other Programs

A non-refundable booking deposit of 25% of the total estimated amount or \$2,500.50 is required with this License Agreement, if not already received. The License Agreement will not be accepted and space will not be confirmed without this deposit.

Payment Schedule

Please note the following payment schedule, which is a percentage of your total estimated amount due. Late payments are subject to a penalty of one percent (1%) of the total conference billing. If you have any questions, please contact the conference office.

Description	Due Date	Amount Due
Booking Deposit = 25%	<u>Execution of Final Agree.</u>	<u>\$ 2,500.50</u>
Payment #1 (90 Days Prior) = 25%	<u>April 30, 2005</u>	<u>\$ 2,500.50</u>
Payment #2 (60 Days Prior) = 25%	<u>May 31, 2005</u>	<u>\$ 2,500.50</u>
Final Payment (15 Days Prior) = remainder due	<u>July 15, 2005</u>	<u>\$ 2,500.50</u>
	Total Payments	<u>\$ 10,002.00</u>

Billing Conditions

For additional services requested throughout the conference stay, losses, and/or damages, a final conference billing will be submitted approximately twenty (20) days after the close of the conference. Payment in full is due within thirty (30) days thereafter. Please note there will be no billing reduction(s) for late arrivals, early departures or contracted meals not consumed and/or missed by your group.

Disputes must be made in writing within the thirty (30) days of receiving your final bill. The LICENSER will not recognize disputes after thirty days from the date shown on the invoice. Please send all disputes to: Conference Services, 59 University Drive, Pomona, California 91768.

Terms

If payment for the final billing is not received as stated under "Billing Conditions," service charges of one and one half percent (1 1/2%) per month will be charged for the unpaid balance. Disputes not received in writing or received thirty days after the invoice date will not be recognized.

Recommended For Approval

Prepared By: Carolyn Tomlin, Conference Services Coordinator

Initials: _____

Departmental Approval

Ms. Carolyn Tomlin, Conference Services Coordinator
University Housing Services

Date

Mrs. Megan Stang, Interim Director, University Housing Services

Date

Ms. Annette Pettit, Senior Associate Director, Foundation Dining Services

Date

The undersigned LICENSEE representative agrees to all items written in this conference license agreement and will abide by all such statements, represents, and warrants that he/she has full authority and right to bid LICENSEE hereto.

Licensee Approval

Licensee: RIVERSIDE COMMUNITY COLLEGE DISTRICT

Signature: _____

Name: DR. JAMES BUYSSE

Title: V.P. ADMINISTRATION AND FINANCE

Address: 2001 Third Street
Norco, CA 92860

Phone: (951) 372-7149

Date: _____

Licenser Approval

Licenser: Cal Poly Pomona Foundation, INC.

Signature: _____

Name: Mr. G. Paul Storey

Title: Executive Director

Address: 3801 West Temple Avenue, Building 55
Pomona, California 91768

Date: _____

Licenser: California State Polytechnic University, Pomona

Signature: _____

Name: Mr. Donald W. Green

Title: Director, Procurement & Support Services

Address: 3801 West Temple Avenue, Building
Pomona, California 91768

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-6-c

Date: April 19, 2005

Subject: Agreement with Clarke and Associates Educational Consultants

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Clarke and Associates Educational Consultants to plan and develop a Talent Search project for the Norco Campus. Proposal development services will include the preparation, and review of draft letters of support, and all attachments considered to be part of a potential Talent Search Application. The term of the agreement is April 20, 2005 through June 30, 2005. The fee for these services shall be \$2,500.00. Funding Source: General Fund.

The consultant in this agreement is one 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 agreement has been reviewed by Ed Godwin, Risk Management and Sylvia Thomas, Associate Vice President of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Clarke and Associates Educational Consultants, from April 20, 2005 through June 30, 2005, for an amount not to exceed \$2,500.00, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Richard Keeler
Director, Grants and Contract Services

Independent Contractor Agreement
Between Riverside Community College District
And Clarke and Associates Educational Consultants

This Agreement, entered into this April 19, 2005, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Clarke and Associates Educational Consultants, whose address is 2257 Venado Court, Santa Rosa, CA, 95404, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning April 20, 2005, and will continue in effect until June 30, 2005.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

- 4.01 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such

additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.

- 4.02 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.03 Workers' Compensation. Contractor agrees to provide workers' compensation insurance and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.04 Indemnification and Hold Harmless. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement. It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.
- 4.05 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Contractor without the prior written consent of the Client.

- 4.06 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.
- 5.02 Use of Project Deliverables. All project deliverables become the property of the Client upon termination of this Agreement, and as such may be used at will by the Client at any or all of its sites, for purposes determined by the Client.

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each

party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

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

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

Riverside Community College District

Clark & Associates Educational Consultants

James L. Buysse
Vice Chancellor, Administration and Finance

Independent Contractor Legal Representative

Date

Date

EXHIBIT A

Independent Contractor Agreement

Between Riverside Community College District
And Clarke and Associates Educational Consultants

Scope Of Services

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

Talent Search Proposal Development

Clarke and Associates will provide, upon Board of Trustees approval, proposal development services to the Norco Campus that will include, but not be limited to the following:

- Perform all activities necessary to plan and develop a Talent Search project for the Norco Campus: Produce a competitive Talent Search proposal, first in draft form, then in final submission format through the incorporation of input from college officials. Proposal development services will include the preparation, and review of draft letters of support, and all attachments considered to be part of the application.
- Meet with college officials at Norco Campus to develop the focus and a detailed plan for the grant application, and coordinate appropriate communication between and with staff at the campus. The Contractor agrees to make at least one visit to the location in preparing the proposals, and participate in other meetings as is necessary and mutually agreeable.
- Work with campus personnel to assure that all federal procedures are followed.

The Consultant will not name Clarke and Associates or any other consultant or individual in any portion of the proposal, but instead will specify, if and where warranted, that the District will

select consultants according to the expertise the proposed scope of work requires and the District's regulations regarding the selection of consultants.

Deliverables

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

- One draft and a final, completed Talent Search proposal, including all attachments, will be prepared and rendered to the Norco Campus on or before June 30, 2005 or one week prior to the funding agency submission deadline, whichever is earliest. The proposal package will be a complete set of documents with all materials necessary to meet the Talent Search 2005 Request For Application requirements.
- The development of the Talent Search proposal will include at least one visit by the Contractor to the campus, and additional meetings as needed and mutually agreed upon.

EXHIBIT B

Independent Contractor Agreement
Between Riverside Community College District
And Clarke and Associates Educational Consultants

Compensation

1. Proposal Development – Talent Search

This agreed upon total, \$2,500, for the development and writing of a Talent Search submission for the Riverside Community College, Norco Campus includes all Contractor outlays (time, travel, materials, etc.). The Contractor shall invoice upon completion of final draft as outlined in Exhibit A.

2. If the Contractor is not able to render all services outlined in “Exhibit A”, the Contractor will be paid a mutually agreed upon amount for the services rendered.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-6-d

Date: April 19, 2005

Subject: Agreement with Corona-Norco Unified School District,
Middle College High School

Attached for the Board of Trustees' review and consideration is an agreement with Corona-Norco Unified School District to work in collaboration with faculty and administrators at the Norco Campus to develop curriculum in the English and math disciplines for the John F. Kennedy Middle College High School, which will be located on the Norco Campus. The term of the agreement is May 1, 2005 through April 30, 2006. The agreement links compensation to the completion of project activities and outcomes, and will not exceed \$42,371.00, a total that includes all travel, time and materials. Funding Source: The Middle College High School Curriculum Development Initiative Grant.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Corona-Norco Unified School District, from May 1, 2005 through April 30, 2006, for an amount not to exceed \$42,371.00 and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared By: Richard Keeler, Director
Grant and Contract Services

Interagency Agreement
Between Riverside Community College District
And Corona-Norco Unified School District

This Agreement, entered into this **April 19, 2005**, between RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Corona-Norco Unified School District, whose address is 2820 Clark Avenue, Norco, CA, 92860, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning **May 1, 2005**, or upon availability of Middle College High School Curriculum Development Initiative (MCHSCDI) funding, whichever occurs at a later date, and will continue in effect until **April 30, 2006**, or the end of the MCHSCDI funding period, whichever occurs later.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

- 4.01 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.
- 4.02 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.03 Workers' Compensation/Additional Insured. Contractor agrees to provide workers' compensation insurance and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death. Contractor, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of insurance and or self-insurance as follows:
- (a) General Liability Insurance with a limit of not less than \$1,000,000 per occurrence.
 - (b) Workers' Compensation as required under California State law.

The coverages and limits required under this section shall not in any way limit the liability of the Contractor. The coverages referred to under (a) and (b) of this section shall include the Client as an insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the Contractor, its officers, agents, or employees. Contractor, upon the execution of this Agreement, shall furnish Client with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to Client of any material modifications, change or cancellation of the above insurance coverages.

- 4.04 Indemnification and Hold Harmless. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement. It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.
- 4.05 Assignment and Delegation. Neither this Agreement nor any rights, duties or obligations under this Agreement may be assigned or delegated by the Contractor without the prior written consent of the Client.
- 4.06 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

- 5.02 Use of Project Deliverables. All project deliverables become the property of the Client upon termination of this Agreement, and as such may be used at will by the Client at any or all of its sites, for purposes determined by the Client.

ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination Upon Notice. This Agreement may be terminated by the Client at any time upon 10 days written notice to the Contractor.

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of RCCD.

Riverside Community College District

Corona-Norco Unified School District

James L. Buysse
Vice Chancellor, Administration and Finance

Independent Contractor Legal Representative

Date

Date

EXHIBIT A

**Independent Contractor Agreement
Between Riverside Community College District
And Corona-Norco Unified School District**

SCOPE OF SERVICES

With this Agreement, Corona-Norco Unified School District will perform services and produce deliverables as detailed within this scope of service.

Development of Curriculum for the John F. Kennedy Middle College High School

In collaboration with Riverside Community College District, Norco Campus faculty, develop new Middle College High School courses using identified content gap information that will allow students to earn college credit while fulfilling requirements for their high school diplomas.

EXHIBIT B

**Independent Contractor Agreement
Between Riverside Community College District
And Corona-Norco Unified School District**

DELIVERABLES/COMPENSATION

The following will be delivered to the Client as a result of the provision of services described In Exhibit A. Compensation specific to each deliverable will be deemed due and payable upon completion of the deliverable. It is understood that compensation for each deliverable includes all Contractor outlays (time, travel, materials, etc.)..

<u>Deliverable</u>	<u>Compensation</u>
Nine Teachers Assigned to Curriculum Development Project Teams Attend Orientation Retreat	\$ 4,500.
Completion of First Draft of Middle College High School Curriculum	
Math Discipline	\$ 2,500
English Language Discipline	\$ 5,000
Nine Teachers Participate in Presentation to Joint Curriculum Development Review Committee	\$ 2,500
Nine Teachers Assigned to Curriculum Development Project Teams Attend Second Retreat	\$ 4,500
Completion of Final Draft of Middle College High School Curriculum (Ready for Submission to Governing Boards)	
Math Discipline	\$ 6,500
English Language Discipline	\$ 13,000

Teachers on Joint Curriculum Development Review Committee	\$ 3,871
Review/Comment on Middle College High School Curriculum Throughout Process, Resulting in Final, Ready-to-Submit Product	
All Deliverables	\$ 42,371

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-a

Date: April 19, 2005

Subject: Pearson Education Network License Agreement

Background: Attached for the Board's consideration and review is a proposed licensing agreement with Pearson Education Network. The Title V Program at Moreno Valley Campus has purchased network software for the ESL division of English and Speech Communication. This software will be used to assist students who are non-native speakers to improve their English speaking skills. There are five different network software programs and a network license agreement for each program. This agreement will allow the Moreno Valley Title V program to use the software programs in different learning/resource labs on campus under the guidance of an ESL instructor. There is no cost associated with the network license agreements which are valid for the life of the software. Should there be addendums to the products, Pearson Education will provide a network license agreement with the same or similar terms. Funding source: No cost to the District.

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

Recommended Action: It is recommended that the Board of Trustees approve the licensing agreements with Pearson Education, Inc. beginning April 20, 2005, through the life of the software, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance to sign the contract.

Salvatore G. Rotella
Chancellor

Prepared by: Maureen Chavez
Project Director, Title V (MV)

AGREEMENT BETWEEN
 Pearson Education, Inc.
 AND
 RIVERSIDE COMMUNITY COLLEGE
 DISTRICT

**16130 Lasselle St
 Moreno Valley, CA 92551
 Language Lab**

Network License Agreement

This Agreement is entered into between Pearson Education, Inc., through its Longman ELT Division, located at 10 Bank Street, Suite 900, White Plains, NY 10606 ("Pearson"), and

- d. "Support Coordinator" and "Alternative Support Coordinator" are the individuals identified below authorized to serve as Licensee's on- Site contacts under this Agreement, and to act on Licensee's behalf in connection with this Agreement:

Riverside Community College, Moreno Valley Campus

with offices at

16130 Lasselle St, Moreno Valley, CA 92551 ("Licensee").

Support Coordinator	Alternative Support Coordinator
Name: <u>Gina Vargas</u> Address: <u>4800 Magnolia Ave</u> <u>Riverside, CA</u> <u>92506</u> Phone: <u>951-222-8942</u>	Name: Shirley McGraw Address: 4800 Magnolia Ave Riverside, CA 92506 Phone: 951-222-8397

The parties hereby agree as follows:

1. Definitions Backup V-A-7

- a. "Software" means the computer program and software known as **Longman English Interactive 1, ISBN 0-13-1843475-3; Longman English Interactive 2, ISBN 0-13-184376-1; Longman English Interactive 3, ISBN 0-13-184377-X; Longman English Interactive 4, ISBN 0-13-184378-8; English Grammar Interactive, ISBN 0-13-191572 - X**
- b. "Documentation" includes the installation instructions provided with the Software, the information contained in the help section located on the CD ROM, and all electronic pedagogical material included in the Software.
- c. "Site/s" means the Licensee's network server and all computer stations or computer systems connected to it located in one building, or cluster of buildings, or one campus, located at:

Riverside Community College – Moreno Valley Campus

- e. "Network License" shall mean the license granted in Section 2, below, such Network License authorizing Licensee to make the Software available from its network server, on its Site/s only, as indicated in Section 2.
- f. "Network License Fee" is the fee to be paid to Pearson by the Licensee in consideration for the Network License granted under this agreement. Licensee acknowledges that it shall have no rights whatsoever under this agreement until the Network License Fee is paid in full. "Work Stations" shall mean networked computer work stations owned, leased, or otherwise used by Licensee and located on the Site/s, including, without limitation, single-user microcomputers and software or hardware emulators.

2. Grant of Network License

- a. Effective upon Pearson's receipt of the Network License Fee and the execution of this agreement by both parties, Pearson Education, Inc. hereby grants to Licensee a non-exclusive, non-assignable Network

License to use the Software, for its intended purpose as described in the Documentation and for no other purpose, such Network License authorizing Licensee to make the Software available at its Sites/s only, as listed in Section 1(c) above. This agreement does not limit the number of Work Stations on which the licensee may use the software so long as all Work Stations are located on Sites licensed hereunder. For the avoidance of doubt, Licensee acknowledges that it must make additional arrangements with Pearson to renew the Network License to expand the number of Sites providing access to the Software beyond the number listed above, and may not expand the number of Sites without Pearson's consent pursuant to a written agreement signed by the parties.

- b. This license includes permission to Licensee to print the Documentation, but only for on-Site use in connection with the educational activities contemplated by the Software, and only in amounts commensurate with the number of Work Stations located at the Sites licensed hereunder. **All documentation reproduced hereunder must contain all of the copyright notices and claims of confidentiality which appear on the original Documentation, and may not be distributed except to Work Station users.**

3. Proprietary Rights Reserved

This agreement grants only the rights expressly described in Section 2, and does not, expressly or by implication, convey or grant to Licensee any other rights whatsoever, included but not limited to any proprietary right of any kind in or to the Software and/or the Documentation. The Software includes confidential, proprietary information in which Pearson, the authors, and other developers claim trade secret rights. The Software and the Documentation are and shall continue to be protected by copyright and other laws, and no copying or distribution of either is permitted except as expressly authorized under Section 2, above. In particular, and without limitation, the Licensee is not authorized to

modify, reverse engineer, decompile, or disassemble the Software, and may not deliver copies of, sell, rent, lease, or sublicense the Software or the Documentation to any third party, or otherwise make any use of the Software or the Documentation which is not expressly authorized herein.

4. Support

Licensee agrees that all usage and application questions relating to the Software and arising from Licensee's individual users will be referred to the Support Coordinator, or to the Alternate Support Coordinator. Pearson will respond to usage and application questions only to extent that they come from the Support Coordinator or Alternate Support Coordinator. Licensee agrees that direct support of or contact with individual users of the Software is neither required nor expected of Pearson under this license. For technical support, please call 800-862-7778 x4357 or email epsupport@pearsoned.com to reach User Services of Pearson Education in White Plains, NY.

5. Limited Warranty on Compact Disk

(a). Pearson warrants to Licensee, but to no one else, including Licensee's users, that the compact disk delivered to Licensee on which the Software is recorded is and will be free from faulty workmanship and defects in materials under normal use. Licensee's sole and exclusive recourse under this warranty shall be free replacement of the defective compact disk by Pearson. If an original compact disk is defective, it may be returned to Pearson postage prepaid, addressed to: Pearson Education, Inc., ELT Group, Help Desk, 10 Bank Street, Suite 900, White Plains, NY 10606, and Pearson will replace the defective compact disk without charge to Licensee. This warranty excludes compact disks damaged, modified, or misused after delivery to Licensee.

(b). The warranty expressed in the preceding paragraph is Pearson's only warranty, express or implied, in connection with the Software, the Documentation, the compact disk on which the Software is recorded, or in connection with any

other aspect of this agreement whatsoever. The Software itself is licensed "as is," and without any express or implied warranties whatsoever, including but not limited to warranties of merchantability of fitness for a particular purpose.

6. General

This agreement, together with the "Terms of Use" contained on the Software CD ROM, which are incorporated herein by reference and attached to this Agreement for ease of reference as Exhibit A, is the only and the entire agreement between the parties concerning the Software and the Documentation. This agreement may be modified only in a writing signed by both parties.

Neither this agreement nor the license expressed herein may be assigned or transferred, in whole or in part, by Licensee; there are no intended or incidental third party beneficiaries of this agreement.

Licensee agrees and acknowledges that the terms and conditions of this agreement itself constitute confidential, proprietary information of Pearson, and Licensee agrees not to use this agreement or its terms or conditions for any commercial purposes of Licensee or others. Licensee further agrees not to disclose the terms of this agreement to any third party other than those employees of Licensee having a need to know in connection with the execution, delivery or admission of this agreement.

This agreement shall be governed by and construed in accordance with the laws of the State of New York, and any action to enforce or interpret or for breach of this agreement shall be brought in the State or Federal courts of New York, and Licensee agrees that such courts shall have exclusive jurisdiction of the matter, and waives any objection to that court on the grounds of inconvenient form or similar objections.

Pearson may terminate this agreement and the license granted herein, and in the event that Licensee breaches this agreement and fails to

cure that breach within a reasonable time after receiving written notice of that breach from Pearson Education, Inc. Licensee acknowledges that upon termination of the Network License, Licensee must purge its computer systems of, and destroy all disks containing, and print and electronic copies of the Software and Documentation.

IN WITNESS THEREOF, each party has executed this agreement as of the date indicated next to that party's signature below.

Hugo Loyola
James L. Buisse
Pearson Longman
Vice Chancellor, Administration and Finance

Signature	Date
Signature	Date

Retain the other completed, signed original copy of this agreement for your files.

EXHIBIT A: TERMS OF USE AGREEMENT

TERMS AND CONDITIONS

Unless otherwise indicated, this CD-ROM and the associated computer-delivered English language course (the "Course") and all of their materials and contents (the "Contents") are the property of Pearson Education, Inc., through its Longman ELT division and/or its subsidiaries, affiliates, or assigns (collectively "Longman") and are protected, without limitation, pursuant to U.S. and foreign copyright and trademark laws.

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1. Use of this CD-ROM and Course is restricted to authorized instructors, administrators and students. In consideration of the amounts paid by you for access to this CD-ROM and Course, Longman grants to you a limited, non-exclusive, non-transferable license to access and use the Contents for your personal, educational, non-commercial use only. In doing so, you may not remove or in any way alter any trademark, copyright, or other proprietary notice.

You are solely responsible for obtaining and configuring the necessary personal computer and electronic equipment to install, display and use this CD-ROM and Course, consistent with published System Requirements. Longman accepts no liability for equipment failures attributable to you, to your computer equipment or to any operating system software, or for any event of Force Majeure (as defined below) affecting the availability of the Course and the Contents.

YOU MAY NOT MODIFY, COPY, DISTRIBUTE, REPUBLISH, OR COMMERCIALY EXPLOIT ANY OF THE CONTENTS OF THIS CD-ROM WITHOUT THE PRIOR WRITTEN CONSENT OF LONGMAN. NO INTELLECTUAL PROPERTY OR OTHER RIGHTS IN AND TO THE CONTENTS, OR THIS CD-ROM, OTHER THAN THE LIMITED RIGHT TO USE AS SET FORTH ABOVE, ARE TRANSFERRED TO YOU. In particular, but without limitation:

2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LONGMAN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CD-ROM.

3. To the fullest extent permitted by applicable laws, Longman and its employees, agents, suppliers, and contractors shall in no event be liable for any claims, charges, demands, damages, liabilities, losses, and expenses of whatever nature and howsoever arising, including without limitation any compensatory, incidental, direct, indirect, special, punitive, or consequential damages, loss of use, loss of data, loss caused by a computer or electronic virus, loss of income or profit, loss of or damage to property, claims of third parties, or other losses of any kind or character, even if Longman has been advised of the possibility of such damages or losses, arising out of or in connection with the use of this CD-ROM, the Course, or the Contents. You assume total responsibility for establishing such procedures for data back-up and virus checking as you consider necessary. In the event any claim relating to the performance or non-performance by Longman, or in any other way relating to the CD-

ROM, the Course or the Contents, is made by you, the actual damages to which you may be entitled shall be limited to the amount paid by you for the CD-ROM.

FORCE MAJEURE

4. Neither you nor Longman will be deemed to be in breach of this license, or otherwise be liable to the other, for any delay in the performance or the non-performance of obligations hereunder, to the extent that the delay or non performance is due to any statute, rule, regulation, or is due to strikes, lock-outs or industrial action of any kind, fire, accident, civil disturbance, severe weather, Act of God, power failures, network or telecommunication outages, equipment failure not under the control of either of us or any other circumstances beyond the reasonable control of either of us, but each party agrees to use all reasonable efforts to overcome all such impediments.

TERMINATION

5. Longman may terminate this license immediately if you fail to comply with any of the terms and conditions of this license. In no event will Longman be in any way liable to you for termination in such circumstances.

6. Upon termination of this license for any reason, your access to the CD-ROM, the Course and the Contents will be revoked and you shall immediately destroy all copies of any materials provided to you in connection with the Course.

INDEMNIFICATION

7. To the fullest extent permitted by applicable laws, you hereby agree to indemnify and hold harmless Longman from and against any and all claims, charges, demands, damages, liabilities, losses, expenses, and liabilities of whatever nature and howsoever arising (including but not limited to any legal or other professional fees and the costs of defending or prosecuting any claim and any loss of profit, goodwill, and any other direct or consequential loss) incurred or suffered by Longman directly or indirectly by reason of any act or omission which you commit in breach of these terms and conditions and the obligations and warranties contained in them.

GENERAL

8. If any of these terms and conditions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term or condition shall to that extent be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.

9. THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS. You shall not assign this Agreement, or any of its rights or obligations arising therefrom, and any such attempted assignment shall be null, void and without effect.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-b

Date: April 19, 2005

Subject: Agreement with Clarke and Associates Educational Consultants

Background: Attached for the Board of Trustees' review and consideration is an agreement with Clarke and Associates to perform all activities necessary to plan and develop a Talent Search proposal for the Moreno Valley Campus. The term of the agreement is April 20, 2005 through June 30, 2005. The fee for these services will not exceed \$2,500.00 and includes travel, time and materials. Funding Source: General fund.

The consultant in this agreement is one 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 agreement has been reviewed by Ed Godwin, Risk Management and Sylvia Thomas, Associate Vice President of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Clarke and Associates to plan and develop a Talent Search Program proposal for the Moreno Valley Campus, for an amount not to exceed \$2,500.00, for the period of April 20, 2005 through June 30, 2005 and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared By: Daria Burnett
Dean, Student Services

Independent Contractor Agreement
Between Riverside Community College District
And Clarke and Associates Educational Consultants

This Agreement, entered into this April 19, 2005, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Clarke and Associates Educational Consultants, whose address is 2257 Venado Court, Santa Rosa, CA, 95404, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning April 20, 2005, and will continue in effect until June 30, 2005.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

4.01 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College

District. Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.

- 4.02 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.03 Workers' Compensation. Contractor agrees to provide workers' compensation insurance and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.04 Indemnification and Hold Harmless. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement. It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

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

ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.
- 5.02 Use of Project Deliverables. All project deliverables become the property of the Client upon termination of this Agreement, and as such may be used at will by the Client at any or all of its sites, for purposes determined by the Client.

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of RCCD.

Signature Authorization Page

Riverside Community College District

Clark & Associates Educational Consultants

James L. Buysse
Vice Chancellor, Administration and Finance

Independent Contractor Legal Representative

Date

Date

EXHIBIT A

Independent Contractor Agreement
Between Riverside Community College District
And Clarke and Associates Educational Consultants

Scope Of Services

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

Talent Search Proposal Development

Clarke and Associates will provide, upon Board of Trustees approval, proposal development services to the Moreno Valley Campus that will include, but not be limited to the following:

- Perform all activities necessary to plan and develop a Talent Search project for the Moreno Valley Campus: Produce a competitive Talent Search proposal, first in draft form, then in final submission format through the incorporation of input from college officials. Proposal development services will include the preparation, and review of draft letters of support, and all attachments considered to be part of the application.
- Meet with college officials at Moreno Valley Campus to develop the focus and a detailed plan for the grant application, and coordinate appropriate communication between and with staff at the campus. The Contractor agrees to make at least one

visit to the location in preparing the proposals, and participate in other meetings as is necessary and mutually agreeable.

- Work with campus personnel to assure that all federal procedures are followed.

The Consultant will not name Clarke and Associates or any other consultant or individual in any portion of the proposal, but instead will specify, if and where warranted, that the District will select consultants according to the expertise the proposed scope of work requires and the District's regulations regarding the selection of consultants.

Deliverables

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

- One draft and a final, completed Talent Search proposal, including all attachments, will be prepared and rendered to the Moreno Valley Campus on or before June 30, 2005 or one week prior to the funding agency submission deadline, whichever is earliest. The proposal package will be a complete set of documents with all materials necessary to meet the Talent Search 2005 Request For Application requirements.
- The development of the Talent Search proposal will include at least one visit by the Contractor to the campus, and additional meetings as needed and mutually agreed upon.

EXHIBIT B

Independent Contractor Agreement
Between Riverside Community College District
And Clarke and Associates Educational Consultants

Compensation

1. Proposal Development – Talent Search

This agreed upon total, \$2,500, for the development and writing of a Talent Search submission for the Riverside Community College, Moreno Valley Campus includes all Contractor outlays (time, travel, materials, etc.). The Contractor shall invoice upon completion of final draft as outlined in Exhibit A.

2. If the Contractor is not able to render all services outlined in “Exhibit A”, the Contractor will be paid a mutually agreed upon amount for the services rendered.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-8-a

Date: April 19, 2005

Subject: Agreement with OnStage Musicals, Richard Stover, owner

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and OnStage Musicals, Richard Stover, owner, who will present two "Pops Orchestra" programs with a 30-piece orchestra and singers and/or dancers as needed as part of the 2005-2006 subscription series for Performance Riverside. OnStage Musicals will assume the responsibility for salaries for all performers and provide music, music stands, stand lights, and costumes incidental to the actual performance. The production themes, selection of all performers, and music is the sole responsibility of Richard Stover. The fee for these services is \$20,000.00. The term of this agreement is December 18, 2005, through March 5, 2006. Funding source: General Fund

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

Recommended Action: It is recommended that the Board of Trustees approval the agreement between Riverside Community College District and OnStage Musicals, Richard Stover, owner, from December 18, 2005, through March 5, 2006, for an amount not to exceed \$20,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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

Independent Contractor Agreement
Between
Riverside Community College District
And
OnStage Musicals, Richard Stover, Owner

This Agreement, entered into this April 20, 2005, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Richard Stover, whose address is 2470 Sunset Drive, Riverside, CA 92506, an independent contractor, hereinafter referred to as the "Contractor."

ARTICLE I. TERM OF AGREEMENT

1.01 This Agreement is effective to cover activities beginning December 18, 2005, and will continue in effect until March 5, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

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

4.02 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such

additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.

- 4.03 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.04 Workers' Compensation. Contractor agrees to provide workers' compensation insurance for all its employees and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.05 Indemnification and Hold Harmless. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement. It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.
- 4.06 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.07 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

ARTICLE V. OBLIGATIONS OF CLIENT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of RCCD.

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

Riverside Community College District

OnStage Musicals

James L. Buysse
Vice Chancellor, Administration and Finance

Richard Stover, Owner

Date

Date

EXHIBIT A

Riverside Community College District
Independent Contractor Agreement with
Richard Stover

SCOPE OF SERVICES

Conductor, "A Holiday Pops Spectacular"
"George Gershwin, Cole Porter and Friends"

Richard Stover is a professional conductor of pops orchestras who will provide a performing ensemble including a 30-piece orchestra with singers and/or dancers. OnStage Musicals, Richard Stover, owner, will assume the responsibility for salaries for all performers and provide music, music stands, stand lights, and costumes incidental to the actual performance. The production themes, selection of all performers and music is the sole responsibility of Richard Stover. The term of this agreement is December 18, 2005 through March 5, 2006. With this agreement, Mr. Stover will perform services and produce deliverables as detailed within this scope of service.

Mr. Stover will provide:

1. 30-piece pops orchestra and singers and/or dancers as needed for two performances as part of Performance Riverside's 2005-2006 season.
2. Salaries for all performers
3. Music, music stands, stand lights, and costumes incidental to the actual performances of "A Holiday Pops Spectacular", and "George Gershwin, Cole Porter and Friends". Each show will last approximately 2 hours with a 15 minute intermission.
4. Production themes, selection of all performers and music.

Payment for the items listed above will not exceed \$20,000.00. Two payments of \$10,000.00 each will be made on December 27, 2005 and March 15, 2006.

Deliverables

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

- 30-piece pops orchestra and singers and/or dancers as needed for two performances as part of Performance Riverside's 2005-2006 season.
- Salaries for all performers
- Music, music stands, stand lights, and costumes incidental to the actual performances of "A Holiday Pops Spectacular", and "George Gershwin, Cole Porter and Friends". Each show will last approximately 2 hours with a 15 minute intermission.
- Production themes, selection of all performers and music.

Payment for the items listed above will not exceed \$20,000.00. Two payments of \$10,000.00 each will be made on December 27, 2005 and March 15, 2006.

EXHIBIT B

Riverside Community College District
Independent Contractor Agreement with
Richard Stover

COMPENSATION

Conducting, Performances, and Salaries

1. As compensation for the services to be rendered, Client shall pay to the Contractor an amount equal to \$20,000.00 for delivery of two performances of a 30 piece orchestra with singers and/or dancers as needed.
2. The fee will include conductor's fees and salaries for all performers. Each show will last approximately 2 hours with a 15 minute intermission.

Two payments of \$10,000.00 each will be made on December 27, 2005 and March 15, 2006.

1. If the Contractor does not deliver the aforementioned services for the performances of "A Holiday Pops Spectacular" and/or "George Gershwin, Cole Porter and Friends" no funds will be deemed due the Contractor by the Client.
2. Contractor shall submit invoices to Client for services rendered as indicated in the agreement.
3. Client reserves the right to determine stage set up, lighting needs, best sound design arrangements, and other considerations for the use of Landis Performing Arts Center Theatre.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-8-b

Date: April 19, 2005

Subject: Agreement with 5th Avenue Theatre Association

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and 5th Avenue Theatre Association for the transfer of the physical production (sets, costumes, and props) of 5th Avenue Theatre Association's production of "A Funny thing Happened on the Way to the Forum" to Riverside Community College District/Performance Riverside. With this agreement, 5th Avenue Theatre Association will perform services and produce deliverables as detailed within this scope of service for a fee of \$17,300.00. The term of this agreement is April 20, 2005, through June 29, 2005. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and 5th Avenue Theatre Association, from April 20, 2005, through June 29, 2005, for an amount not to exceed \$17,300.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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

Independent Contractor Agreement
Between
Riverside Community College District
And
5th Avenue Theatre Association

This Agreement, entered into April 20, 2005, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and 5th Avenue Theatre Association located at 1308 5th Avenue, Suite 300, Seattle, Washington 98101 hereinafter referred to as the "Contractor"; for the transfer of the physical production (sets, costumes, and props) of 5th Avenue Theatre Association's production of "A Funny Thing Happened on the Way to the Forum" as a rental resource under the terms described herein.

ARTICLE I. TERM OF AGREEMENT

1.01 This Agreement is effective to cover activities beginning April 20, 2005, and will continue in effect until completion of the production. All rental materials will be returned to 5th Avenue "as is".

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

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

- 4.02 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.
- 4.03 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.04 Workers' Compensation. Contractor agrees to provide workers' compensation insurance for all its employees and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.05 Indemnification and Hold Harmless. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement. It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.
- 4.06 Insurance. Contractor shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Contractor's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured

with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00.

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

ARTICLE V. OBLIGATIONS OF CLIENT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each

party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

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

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

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

Riverside Community College District

5th Avenue Theatre Association

James L. Buysse
Vice Chancellor, Administration and Finance

Marilynn Sheldon, Managing Director

Date

Date

EXHIBIT A

Riverside Community College District
Independent Contractor Agreement with
5th Avenue Theatre Association

SCOPE OF SERVICES

Set, Costumes and Props Transfer and Rental

“A Funny Thing Happened on the Way to the Forum”

5th Avenue Theatre Association is a professional theatre rental company that will transfer the physical production (sets, costumes, and props) of the 5th Avenue Theatre Association’s production of “A Funny Thing Happened on the Way to the Forum” as a rental resource under the terms described herein.

5th Avenue Theatre Association will:

1. In consideration of 10% of the declared value of the physical production, \$11,900.00, and 50% of the shipping costs to Riverside Community College District, \$900.00; the 5th Avenue Theatre Association agrees to rent the set, props and costumes for “A Funny Thing Happened on the Way to the Forum” to Riverside Community College District/Performance Riverside.
2. In addition to rental costs, the client must provide the following:
 - A Design Royalty of \$2,250 to Set Designer Jeffrey Cook by check made out to Jeffrey Cook and sent in care of the 5th Avenue Theatre Association and received two weeks prior to the opening night performance (June 3, 2005) with appropriate program credit given.
 - A Design Royalty of \$2,250 to Costume Designer Lynda L. Salsbury by check made out to Lynda L. Salsbury and sent in care of the 5th Avenue Theatre Association and received two weeks prior to the opening night performance (June 3, 2005) with appropriate program credit given.
 - Written confirmation from Jeffrey Cook and Lynda Salsbury that 5th Avenue Theatre Association can represent them in the collection of royalties.
 - A Certificate of Insurance against damage and/or destruction of the physical production in the amount of \$125,000 (One Hundred and Twenty-Five Thousand Dollars).

3. Forum will be transferred and rented in “as is” condition and will include the following:
 - All set pieces, machinery and dressing created for the 5th Avenue production. (No Pasorelle, masking or cyclorama is included).
 - All costumes, costume pieces, and shoes created and/or purchased for the 5th Avenue production.
 - All props created for the 5th Avenue production with the exception of the Domina Bust and stand which is production and actress specific.
 - A production bible containing ground plans, sections, and scene by scenes, costume plot with measurements of original cast, prop plot, dressing tracts as used at the 5th Avenue Theatre, and guide photos of the 5th Avenue Theatre production and of the set as it is loaded out will be provided in computer formats for ease of duplication and distribution.
4. Upon completion of the production, all rented materials will be returned to the 5th Avenue Theatre Association “as is”.

Deliverables

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

- All set pieces, machinery and dressing created for the 5th Avenue production. (No Pasorelle, masking or cyclorama is included).
- All costumes, costume pieces, and shoes created and/or purchased for the 5th Avenue production.
- All props created for the 5th Avenue production with the exception of the Domina Bust and stand which is production and actress specific.
- A production bible containing ground plans, sections, and scene by scenes, costume plot with measurements of original cast, prop plot, dressing tracts as used at the 5th Avenue Theatre, and guide photos of the 5th Avenue Theatre production and of the set as it is loaded out will be provided in computer formats for ease of duplication and distribution.

The payment for these items listed above will total a fee of \$11,900 for rental; \$900 for shipping; \$2,250 to Set Designer Jeffrey Cook and \$2,250 to Costume Designer Lynda L. Salsbury for an amount not to exceed \$17,300.00.

EXHIBIT B

Riverside Community College District
Independent Contractor Agreement with
5th Avenue Theatre Association

COMPENSATION

Transfer of the physical production (sets, costumes, and props) of the 5th Avenue Theatre Association's production of "A Funny Thing Happened on the Way to the Forum" as a rental resource with set design and costume design.

1. As compensation for the services to be rendered, Client shall pay to the Contractor an amount equal to 10% of the declared value of the physical production \$11,900.00 and 50% of the shipping costs to Riverside Community College District \$900.00.
2. A Design Royalty of \$2,250 to Set Designer Jeffrey Cook by check made out to Jeffrey Cook and sent in care of the 5th Avenue Theatre Association after client has received written confirmation that 5th Avenue Theatre can request him in the collection of royalties and received two weeks prior to the June 3, 2005 opening night performance.
3. A Design Royalty of \$2,250 to Costume Designer Lynda L. Salsbury by check made out to Lynda L. Salsbury and sent in care of the 5th Avenue Theatre Association after client has received written confirmation that 5th Avenue Theatre can request him in the collection of royalties and received two weeks prior to the June 3, 2005 opening night performance.

If the Contractor does not deliver the aforementioned services for the production of "A Funny Thing Happened on the Way to the Forum" no funds will be deemed due the Contractor by the Client.

Contractor shall submit invoices to Client for services rendered as indicated in the agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-8-c

Date: April 19, 2005

Subject: Agreement with MTI – Music Theatre International

Background: Attached for the Board’s review and consideration is a proposed agreement between Riverside Community College District and MTI – Music Theatre International for royalties and rental materials for the production of Music Theatre International’s “Ragtime” by Performance Riverside. With this agreement, Performance Riverside will pay royalties of \$8,000.00 against 11% of the gross office receipts, whichever is greater, plus \$1,400.00 for security fee and rental materials. The term of this agreement is April 20, 2005 through October 5, 2006. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District/Performance Riverside and MTI – Music Theatre International, from April 20, 2005, through October 5, 2006, for \$8,000.00 against 11% of the gross office receipts, which is greater, plus \$1,400.00 for security fee and rental materials, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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

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

PRODUCTION CONTRACT

DATE: 2/06/2005 RUSSELL
 CONTRACT#: 282137
 REF:
 Expiration Date: 03/21/2006
 Performance Dates: 9/16 9/25
 9/06/2005 - 9/22/2006

Licensee: CUSTOMER ACCT#: 6472070

PERFORMANCE RIVERSIDE
 ATTN: STEVEN CLAUDINI Carolyn Quin
 8800 BACHSLIA AVENUE
 RIVERSIDE RIVERSIDE COMMUNITY COLLEGE DISTRICT
 CA 92506 1259 UNITED STATES

THIS IS A LICENSE FOR ** AN EQUITY ** PRODUCTION OF
 RAGTIME-VERSION 1-BROADWAY

Special Conditions:

ROYALTY

A GUARANTEE OF \$8000.00 AGAINST 11.00% OF THE GROSS BOX OFFICE RECEIPTS, WHICHEVER IS GREATER.

Provisions: box office recpts and overage payment must be sent no later than 10 days following the close of your production

SECURITY FEE

\$400.00 to be refunded following the safe 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

\$900.00 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.

"RAGTIME"	size	type
		100%
Book by TERRENCE McNALLY		50%
Music by STEPHEN FLAHERTY		50%
Lyrics by LYNN AHKENS		50%
Based on "RAGTIME"		
By E. L. Doctorow		25%

STANDARD RENTAL SET

A standard set of materials is itemized below and is the ONLY acting edition 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 be rented for \$400.00 each extra month or part thereof, pending availability.

- Rehearsal Set:
 35 Libretto/Vocal Books
 1 Piano Vocal Score
- Orchestration:
 1 Reed I (flute, piccolo)
 1 Reed II (English horn, oboe)
 1 Reed III (Bb clarinet, Eb clarinet)
 1 Reed IV (bass clarinet, Bb clarinet, flute)
 1 Trumpet 1
 1 Trumpet 2
 1 Trombone 1
 1 Trombone 2
 1 Horn 1
 1 Horn 2
 1 Tuba
 2 Violin
 1 Viola
- 1 Cello
 1 Bass
 1 Banjo
 1 Harp
 1 Keyboard 1
 1 Keyboard 2
 1 Keyboard 3
 1 Drums
 1 Percussion
 1 Full Score Volume 1
 1 Full Score Volume 2
 1 Full Score Volume 3
 1 Full Score Volume 4

ADDITIONAL MATERIALS/RESOURCES

ITEM	ADDITIONAL	DAMAGED	MISSING
Lib/Vocal Books	\$ 6.25	\$ 12.50	\$ 25.00
Piano Vocal	\$ 20.00	\$ 40.00	\$ 80.00
Orchestra Parts	\$ 15.00	\$ 30.00	\$ 60.00
Full Reference Score	\$100.00	\$200.00	\$400.00

Logo Pack-Licensing \$50	** RehearScore \$250	** OrchExtra-call for price	:
:	Reference Recording \$20	:	:

(COMPLETE ALL INFORMATION ON REVERSE SIDE)

MTI THEATRICAL RESOURCES

AUDREY II

CHOREOGRAPHIC/
DIRECTOR'S GUIDE

CONCERT
VERSION

FULL REFERENCE
SCORE

Logo!
Logo!
Logo Pack

PRODUCTION
SLIDES

REFERENCE
RECORDING

REHEARSCORE*

Orch
EXTRA
powered by Sibelius

STUDY GUIDE

TRANSPOSITIONS
ON DEMAND

TV SPOTS

VIDEO
CONVERSATIONPIECE*

CHECK LISTING UNDER "ADDITIONAL MATERIALS/RESOURCES" ON OTHER SIDE FOR AVAILABILITY

CONFIRMATION OF PERFORMANCE INFORMATION

Please complete, sign and return with full payment. Refer to reverse side for all fees. Please PRINT.

Name of Show: _____

Name and address of place of performance: _____

Date(s) of performance(s): _____

SHIP WITH: Full Orchestration No Orchestration Partial/Alternate Orchestration
(circle required orchestra parts on front of contract)

ROYALTY: (see front of contract for Royalty fees) Royalty A for _____ performance(s) @ \$ _____ per performance, a total of _____ \$ _____

Royalty B for _____ performance(s) @ \$ _____ per performance, a total of _____ \$ _____

Royalty C for _____ performance(s) @ \$ _____ per performance, a total of _____ \$ _____

RENTAL: (see front of contract for Rental fees) Rental fee for a standard set of materials _____ \$ _____

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

TAX (NY, MN, CA PLEASE ADD APPLICABLE SALES TAX TO ALL RENTAL ITEMS): _____ \$ _____

TOTAL \$ _____

TOTAL AMOUNT ENCLOSED \$ _____

OUTSTANDING OBLIGATIONS \$ _____

SHIPPING

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

Shipping Address _____

(NO P.O. Boxes) _____

City _____ State _____ Zip _____

Daytime Phone Number _____ Fax Number _____

Email Address _____

PAYMENT

CHECK or MONEY ORDER (No Personal Checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL.)

CREDIT CARD: VISA MASTERCARD AMERICAN EXPRESS

Card Number: _____ Expiration Date: _____

Name on card: _____

Signature: _____ Amount: _____

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.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerLicense.

Print Your Name: _____ Title: _____

Authorized Signature: _____ Date: _____

RETURN ONE (1) COMPLETED COPY TO MTI

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.

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

1. **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.
 - g. By signing the Performance Contract, you agree to review the terms of this Performance License, in particular Paragraph I.2, with the entire creative team of this production, and represent they are aware that no changes may be made to the Play without the written consent of the Authors.
3. **Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)**
 - a. Recording: This license does not grant you the right to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other 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 electronic 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 Music Theatre International (MTI). All authorized performance materials are also supplied by MTI, 421 West 54th Street, New York, NY 10019
Tel.: (212) 541-4684 Fax: (212) 397-4684 www.MTIShows.com**
 - c. If your program contains cast and/or creative team bios, we encourage you to include bios for the authors as well as the MTI bio. Bios can be found on our website at www.MTIShows.com/programbios or obtained by request from MTI.
 - d. You must include the following warning in your program:

“The videotaping or other video or audio recording of this production is strictly prohibited.”
 - e. 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.
 - f. 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

1. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way (including cancellation or addition of performance(s), ticket 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 sending 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~~ announce, present or sell tickets for such additional performances without our prior written permission AND payment of the additional royalty and fees due.

[Please keep reading - continued on other side]

4. **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 two (2) copies 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 forth 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 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.
11. **Indemnification of Licensor:** You agree to indemnify MTI and the Copyright Owner(s) and Rightsholder(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.
2. **Delivery:** Provided we have received a signed copy 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.
3. **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 shipping 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 carrier, 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.
7. **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.



Music Theatre International

421 West 54th Street, New York, NY 10019
Phone: (212) 707-1418 Fax: (212) 397-4684

PROFESSIONAL LICENSE RIDER

Performance Riverside
Ragtime

Contract dated 2/9/05 between Music Theatre International (MTI") ~~Performance Riverside~~
Royalty: Producer agrees to pay Music Theatre International a royalty of
ELVEN percent (11%) of the gross box office receipts for performances of the Play hereunder.

*Riverside Community College
District*

- I. Producer agrees to pay MTI a minimum guaranteed royalty **8,000** dollars. **This guaranteed royalty shall be paid to MTI and shall be received by MTI upon the signing of this license.**
- II. **Producer further agrees that MTI shall receive, not later than 10 days following the final performance of the engagement, complete box office statements for each performance, certified by the box office treasurer and/or other responsible officer and accompanied by any and all sums shown to be due to MTI thereby and per the terms above. Failure to do so will result in revocation of contract.**
- III. For the purpose of this license, Gross Box Office Receipts shall mean the total receipts, after the deduction of only the following: (i) Federal, State, and local admission taxes actually paid; (ii) restoration fees or surcharges for which you have furnished MTI appropriate governmental substantiation or documentation (iii) theatre party or benefit discounts, and/or group sales commissions not to exceed 10%; (iv) commissions actually paid to credit card companies, not to exceed 5% in total; (v) commissions actually paid in connection with automated ticket distribution or remote box offices, such as TicketMaster, agencies, or telephone charge systems such as Chargit or Telecharge, not to exceed 7%; (vii) ticket subscription charges of net subscription sales not to exceed 10%. No ticket shall be subject to more than one of the ticketing commissions set forth above (e.g. credit card commissions shall not be taken on any ticket sale on which group sale, phone sale, remote box office or subscription commission is taken).
- IV. Time shall be of the essence in all of the obligations in this rider and if not fulfilled by the Producer, the within license shall automatically terminate in accordance with the provisions of Section II, Paragraph 7 hereunder.

SIGNED

~~Performance Riverside~~

Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-8-d

Date: April 19, 2005

Subject: Agreement with University/Resident Theatre Association, Inc.

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and University/Resident Theatre Association, Inc., to pay U/RTA all fees, benefits, and other charges mutually agreed upon and consistent with the applicable union rules and regulations for Nick DeGruccio who is a member of The Society of Stage Directors and Choreographers (SSDC). For its services, University/Resident Theatre Association, Inc. will charge the Riverside Community College District the sum total of \$3,192.00. The term of this agreement is March 8, 2005 through April 17, 2005. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees ratify the agreement between Riverside Community College District and University/Resident Theatre Association, Inc., from March 8, 2005 through April 17, 2005, for \$3,192.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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

U/RTA

CONTRACT MANAGEMENT PROGRAM General Information - DIRECTORS/CHOREOGRAPHERS

The University/Resident Theatre Association, Inc. is offering the CONTRACT MANAGEMENT PROGRAM to schools and theatres who wish to hire professional Directors/Choreographers but are unable to do so. In most instances, the CONTRACT MANAGEMENT PROGRAM allows a college, university or theatre to employ a professional Director/Choreographer without having the Director/Choreographer added to their payroll, particularly when the program is unable to make certain necessary payments for the Director/Choreographer, such as union pension and health, etc.

If your organization wishes to employ a professional Director/Choreographer under this program, the following general points of information should be considered carefully before further application is made:

1. When contracting a professional Director/Choreographer for employment, the employer must follow the rules and regulations set forth by the Society of Stage Directors and Choreographers (SSDC), the union of professional directors and choreographers, which will be happy to supply the terms for any proposed agreement, and these terms must be unconditionally met unless dispensation in writing has been granted by the union's designated representative.
2. Any agreements between your organization and the Director/Choreographer are subject to the terms of employment supplied by the Director/Choreographer's union, and the Director/Choreographer should not agree to anything without complete knowledge of what the union requires.
3. U/RTA will advise an organization on the best procedure for contracting a professional Director/Choreographer, but will not negotiate terms with the Director/Choreographer's union, except in special instances, which may be handled by an URTA representative through correspondence with the organization.
4. Under union agreements, the employer is expected to pay pension & health, and supply other benefit payments on the Director/Choreographer's behalf. These payments should be taken into consideration when budgeting professional salaries or fees, over and above the gross figure.
5. U/RTA will be happy to employ the professional Director/Choreographer, who will be subsequently "loaned" to your organization. U/RTA will be responsible for the employee paycheck payments all benefit payments and all end-of-year tax filings. It is understood that U/RTA will charge a reasonable service fee for this work.
6. To protect the organization, the Director/Choreographer, and U/RTA, a LETTER OF SECURITY must be submitted to U/RTA by a responsible fiscal authority of the university or theatre, guaranteeing the payment of all costs under the CONTRACT MANAGEMENT PROGRAM. This agreement must be received by U/RTA before any further contracting is done. U/RTA will, in turn, prepare similar security agreements with SSDC.
7. In a union contract under the CMP, U/RTA becomes the "producer of record." However, U/RTA will only serve in this capacity wherever professional employees are concerned. Your organization is expected to meet all terms of any union contract it is using through the CONTRACT MANAGEMENT PROGRAM.
8. In order to assure that U/RTA is fully aware of decisions made regarding the possible hiring of professional Directors/Choreographers, your organization should copy U/RTA with all pertinent correspondence, and contact U/RTA before contacting the Director/Choreographer's union regarding his/her employment.

The enclosed material should assist you in determining the feasibility of contracting a professional Director/Choreographer under the CONTRACT MANAGEMENT PROGRAM. If you have any questions, please do not hesitate to contact:

Johana Castro

Director of Operations
University/Resident Theatre Association
1560 Broadway, Suite 712
New York, NY 10036
CMP phone: (212) 221-1130 CMP fax: (212) 869-2752
E-Mail: CMP@urta.com

5/1/04

JCastro@urta.com

CA wk comp 17.2%

LETTER OF AGREEMENT

(Cost Basis)

This agreement outlines the various services to be provided by the University/Resident Theatre Association, Inc., hereinafter referred to as U/RTA, to the: (Name of Institution) Riverside Community College District (Performance Riverside), hereinafter referred to as the Presenter, in connection with: (Name of Production) The Fantasticks at the (Actual Name of Theatre) Landis Performing Arts Center for the period beginning (Date) March 8, 2005 and ending (Date) April 1, 2005. The Presenter agrees to pay U/RTA upon execution of this Letter of Agreement all amounts due up to and including (Closing Date) April 17, 2005 pursuant to the schedule contained cumulatively as Attachments "A", "B", "C", and including the actual sample SSDC-U/RTA contract contained herein. The Presenter further agrees to pay thereafter such amounts as are due pursuant to said schedule and as set forth in the union contracts. It is mutually understood that this Letter of Agreement and Attachments are on a cost basis and all amounts advanced by the Presenter to U/RTA and not expended for authorized costs incurred shall be refunded to the Presenter. Presenter is responsible for any and all monies incurred for the use of the Director/Choreographer over the estimates listed below. U/RTA agrees to enter into contract with the Director/Choreographer(s) under the conditions agreed upon between the Director/Choreographer(s) and the Presenter. U/RTA will undertake to pay all salaries, fees, benefits, and other charges mutually agreed upon and consistent with the applicable union rules and regulations. For its services, U/RTA will charge the Presenter the sum total of the costs involved concerning the Director/Choreographer services, plus the actual costs of providing said services as detailed in Attachment "B".

In addition, the Presenter shall indemnify, defend, and hold U/RTA and its executors, administrators, Directors and Officers harmless from and against any and all liabilities, damages, costs, expenses and/or other losses (including reasonable attorney's fees) whatsoever which U/RTA may suffer by and from actions of the Presenter or its employees or Directors/Choreographers hired on its behalf, or arbitration or litigation entered into on behalf of the Presenter or Directors/Choreographers hired on its behalf.

For the services of the Director(s) and/or Choreographer(s) listed in Attachment "C" with their scheduled periods and terms of employment, based on salary, fee and per diem information provided, and accepting the liability of union requirements regarding pension and health payments, the Presenter agrees to pay the amount of \$ 2,866.00 and in addition, the service fees for the U/RTA-CONTRACT MANAGEMENT PROGRAM in the amount determined in Attachment "B", now estimated to be \$ 525.98, for a total of \$ 3,191.98 to be paid at least two weeks prior to any payments made to the Director/Choreographer.

Presenter agrees to display the SSDC emblem in a conspicuous place in the program along with the following credit: "The Director (or Choreographer or Director/Choreographer) is a member of the Society of Stage Directors and Choreographers, and independent national labor union."

Credit shall be provided to U/RTA on the appropriate page of all programs distributed for the above-referenced production(s). Such credit shall read as follows: "This production uses the Contract Management Program of the University/Resident Theatre Association, Inc."

Either party may cancel this agreement by giving thirty (30) days written notice.

FOR	<u>Riverside Community College District</u>	FOR	<u>University/Resident Theatre Association, Inc.</u>
NAME	<u>JIM BUYSSE</u>	NAME	<u></u>
	(Typed)		(Typed)
NAME	<u></u>	NAME	<u></u>
	(Signature)		(Signature)
TITLE	<u>VICE CHANCELLOR, ADMINISTRATION & FINANCE</u>	TITLE	<u></u>
DATE	<u>April 20, 2005</u>	DATE	<u></u>

ATTACHMENT "A"
PRESENTER INFORMATION

Name of Production (s) The Fantasticks

First Rehearsal Date March 8, 2005 Opening Date April 1, 2005

Date of First Day of Last week of Rehearsal March 28, 2005 Closing Date April 17, 2005

PRESENTERS MAILING ADDRESS:

Contact Person Carolyn L. Quin

University/Organization Riverside Community College District

Department Performance Riverside

Street Address* 4800 Magnolia Avenue

City, State, Zip Riverside, CA 92506

Federal ID# 33-0831357 501(c) (3)? Yes No

*In the event that anything must be sent via FedEx, we require a street address in addition to a PO Box.

Director/Producer/Company/Manager/General Manager in charge of the production(s) with whom U/RTA should be in contact concerning all decisions pertinent to this agreement.

Name (typed) Carolyn L. Quin Title Interim Dean, Riverside School for the Arts

Office Telephone w/Area Code (951) 222-8143 Home (760) 416-6706

FAX Telephone w/Area Code (951) 328-3548 ATTN: Carolyn Quin

E-Mail Carolyn.Quin@rcc.edu

Reason for using the U/RTA CONTRACT MANAGEMENT PROGRAM: Because we hire members of SSDC as independent contractors.

Name of Theatre facility where production is to be performed. Landis Performing Arts Center

If you have had preliminary contact with the SSDC, please list the name(s) and telephone number(s) of the representative(s) you have dealt with: Johana Castro

U/RTA will prepare payroll checks several days before the actual payday and send them c/o Mr./Mrs./Ms./**Dr.** Carolyn L. Quin to be given to the Director/Choreographer(s) according to the terms of the union agreement. If the paychecks should be sent to an address other than the one written above, please indicate. See above

Upon signing and returning one (1) copy of the LETTER OF AGREEMENT and all attachments, the payment of the TOTAL ESTIMATED COST figure (payable to U/RTA) described within said agreement will be made to U/RTA as follows:

Amount Due \$ 3,192.00 At U/RTA by (Date) April 30, 2005

All payments must be sent by registered mail to insure receipt. Please make sure payments are mailed in advance of the due date to allow for delivery time.

PLEASE NOTE THAT PAYMENT IS DUE AT LEAST TWO WEEKS PRIOR TO THE FIRST SCHEDULED PAYMENT TO THE DIRECTOR. In the event that you are unable to meet the above payment terms, please call the Director of Contract Services at (212) 221-1130 to arrange a payment schedule.

EFFECTIVE: Contracts beginning on or after 05/01/04

ATTACHMENT "B"
SCHEDULE OF SERVICE FEES

B.1. **ORGANIZATION:** includes establishment of records and files, contracting, union negotiations and clearance, bonding, letters of agreement, pertinent correspondence, long distance phone calls, etc. **\$75** per Director and/or Choreographer per production

B.2. **MAINTENANCE:** includes three fee payments as required by SSDC Agreement; pension and health payments and reporting workers' compensation coverage; postage, etc.* **\$125** per Director and/or Choreographer per production

* Federal Express fees will be charged on a per use basis, and invoiced at close out of contract.

B.3. **U/RTA OVERHEAD:** **3%** of PRESENTERS COST
(From Attachment "C")

#####

ESTIMATED SERVICE FEE FIGURES:

B.1.	ORGANIZATION	1	Director/Choreographer(s) X	<u>\$ 75.00</u>	\$ 75.00
B.2.	MAINTENANCE	1	Director/Choreographer(s) X	<u>\$125.00</u>	<u>\$ 125.00</u>
B.3.	U/RTA OVERHEAD	<u>\$10,866</u>	X 3%		<u>\$ 325.98</u>
		(Presenters Cost from "C")			

ESTIMATED TOTAL: \$ 525.98

ATTACHMENT "C"
DIRECTOR/CHOREOGRAPHER TERMS OF EMPLOYMENT AND SALARY

Presenter: Riverside Community College District dba Performance Riverside

Production(s) The Fantasticks

First Rehearsal March 8 Opening Date April 1 First Day of Last Week of Rehearsal March 28 Closing Date April 17, 2005

Director/Choreographer's Professional Name Nick DeGruccio

Director/Choreographer's Name (on Social Security Card) Nicholas J. DeGruccio

Social Security # 121 - 50 - 2741 Corporate FIN# (If Any) _____ - _____

Home Address 2910 Riverside Drive, Apt. A
Burbank, CA 91505

Telephone (w/Area Code) _____ Other Phone Number(s) _____

E-Mail _____

Type of Contract Independent contractor/RCCD Board of Trustees

Total Payment \$ 8,000 (negotiated by agent without worker's compensation) plus pension and health only.

#####

PRESENTERS CONTRIBUTIONS

TOTALS

Total Payment	\$ 8,000		8,000 (paid directly to Director)
Work. Comp.	(see rate chart)		1,376
Pension	Compensation Range	Percentage of Contribution	640
	0 - \$1,249	8%	
	\$1,250 - 2,999	8%	
	\$3,000 - 6,999	8%	
	\$7,000 and over	8%	
Health	Compensation Range	Payment Amount	\$850
	0 - \$1,249	0	
	\$1,250 - 2,999	\$350	
	\$3,000 - 6,999	\$650	
	\$7,000 and over	\$850	
Other (specify) <u>SS, FICA, unemployment</u>			1,108
PRESENTER'S COST			10,866 less \$8,000 = \$2,866

#####

Director/Choreographer will be paid according to the following schedule: **AGENT APPROVED THE FOLLOWING:**

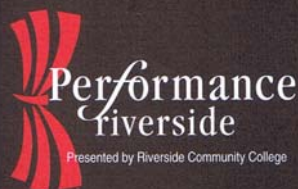
1/3 upon receipt of a signed SSDC contract	\$ 1/2 on March 14	\$4,000
1/3 upon the first day of rehearsal	\$	
1/3 upon the first day of the last week of rehearsal	\$ 1/2 on April 1	\$4,000

Director/Choreographer will be employed on a(n) independent contractor type of Contract.

Reporting date March 8 First Rehearsal date March 8 Last Date of Contract April 17, 2005
 Special Terms or conditions of employment: hired through agent

4800 Magnolia Avenue
Riverside, California
92506-1299

Tel. (909) 222-8399
Box Office (909) 222-8100
Fax (909) 222-8940
www.PerformanceRiverside.com



This Letter will guarantee that Riverside Community College District dba Performance Riverside, will accept the responsibility for reading, understanding and enforcing all of the terms of the SSDC contract, including Extensions, Billing, Property Rights, Right of First Refusal, Electronic Rights and Arbitration among any others as specified on the SSDC contract.

It is also agreed that all funds necessary to cover the costs indicated in the Letter of Agreement for the production of The Fantasticks for the period March 8 through April 17, 2005 will be paid in full to the University/Resident Theatre Association, Inc. by Riverside Community College District dba Performance Riverside.

It is further agreed that Riverside Community College District will accept the responsibility for payment of any and all retroactive costs such as the result of late negotiations and settlements of pertinent contracts, increase in union employee benefits and payments of claims made by any and all SSDC members on loan to Riverside Community College District as set forth in the pertinent SSDC contact and, if required, the standard SSDC Security Agreement.

Because the fee of \$8,000 was paid to the Director in two payments, as agreed and invoiced, of \$4,000 each, Riverside Community College District has satisfied its entire obligation by making the payment of pension, health, worker's compensation, social security, FICA, and unemployment to U/RTA.

(Signature)
JIM BUYSSE

(Print or Type)
Vice Chancellor, Administration and Finance

(Title)
On behalf of Riverside Community College District

(Presenter)

April 20, 2005
(Date)

ssdc *society of stage directors and choreographers*
 1501 BROADWAY, SUITE 1701 NEW YORK, NY 10036-5653 TEL 212 391 1070 Fax 212 302 6195

This agreement must be signed by all parties in quintuplicate. Send all five copies to SSDC for approval, along with checks for Pension and Health. The following constitutes our Agreement:

1. This Agreement is entered into on the _____ day of _____, 19____ Pursuant to all the terms and conditions herein set forth, the University/Resident Theatre Association (U/RTA), on behalf of _____ (Institution) agrees to engage the services of (Artist) _____ as director, choreographer, director/choreographer (circle one) and the artist agrees to accept such engagement with respect to the production of _____ (the Play). The services of the Artist shall be rendered during pre-production and rehearsals of the Play from _____ through _____. The Play shall be performed through _____. U/RTA and the Institution recognize SSDC as the representative of the Artist.

2. U/RTA agrees to compensate Artist as follows:

COMPENSATION: \$ _____ Schedule: 1/3 upon signing this contract.
 1/3 upon first day of rehearsal.
 1/3 upon first day of the last week of rehearsal.

3. PENSION AND HEALTH: U/RTA shall make Pension and Health contributions to the Society-League Pension Fund and the Society-League Health Fund as specified below. Such payments to be remitted to SSDC with executed copies of this Agreement.

COMPENSATION RANGE	PENSION (Percentage of compensation)	HEALTH
0-\$1,249	8%	
1,250 -2,999	8%	\$300
3,000- 7,999	8%	600
8,000 and over	8%	700

A Waiver of Pension and Health benefits apply should the Artist be a full time employee of the Institution and is fully covered by the institution's pension and health plan. Evidence to this effect must be submitted to SSDC by the Artist and the Institution.

4. A. BILLING: The Artist shall receive billing in all programs and houseboards. Such credit shall appear on a separate line and in an agreed size, type and position on which no other credit shall appear. The Institution shall also include the Artist's biographical notes in the program.

B. Institution shall display the SSDC Emblem in a conspicuous place in the program along with the following credit: "The Director (or Choreographer or Director/Choreographer) is a member of the Society of Stage Directors and Choreographers, an independent national labor union."

5. PROPERTY RIGHTS: All rights in and to the direction/choreography conceived by the Artist in the course of the rendition of their services for the of the Play shall be, and will remain, the exclusive property of the Artist, and may be copyrighted by the Artist at his/her discretion. The Institution shall have the right to use the Artist's property in association with any revival of the specific production of the play for tour, festival presentation, and any other such activity. However:

a. If the Institution receives box office income from any such revival of the Play, the Artist shall be paid additional compensation in an amount no less than \$100 (One Hundred Dollars) per week or part thereof, and the relevant information, i.e. performance dates, proof of payment, etc. must be submitted to the SSDC.

b. If the Artist is asked by the institution to rehearse the Play subsequent to the closing date specified above, the Artist shall be paid on a pro-rated daily rate based on the original contractual fee for a minimum 3 (three) consecutive days, and the relevant information, i.e. rehearsal dates, proof of payment, etc. must be submitted to SSDC.

6. ELECTRONIC REPRODUCTION: Filming, video taping, or recording the production without further compensation to the Artist is only permissible for the purposes of education, demonstration, documentation, portfolio and archival projects, promotion, and similar non-remunerative activity.

Sales of any electronic reproduction of the Play must be approved in writing by the SSDC.

7. The Institution may license the Artists property only with the proper written consent of the SSDC.

8. ARBITRATION: Any dispute hereunder shall be resolved by arbitration between the Employer and the SSDC on behalf of the Artist in to City of New York and pursuant to the applicable rules of the American Arbitration Association.

9. RIDERS: Additional Riders to be attached to each copy of this Agreement.

Accepted _____	U/RTA must sign contract first.
ARTIST _____	U/RTA _____
(Signature) _____	By (Signature) _____
(Please type name) _____	(Please type name) _____
Date _____	Date _____
Address _____	Address _____
_____ Zip _____	_____ Zip _____
Phone _____	Phone _____
Social Security No. _____	Employer Registration No. _____

Sample Copy ONLY - Not for use

U/RTA

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-8-e

Date: April 19, 2005

Subject: Agreement with MTI – Music Theatre International

Background: Attached for the Board’s review and consideration is a proposed agreement between Riverside Community College District and MTI – Music Theatre International for royalties and rental materials for the production of Music Theatre International’s “The Music Man” by Riverside Community College District/Performance Riverside. The fee for royalties will be \$8,000.00 against 10% of gross box office receipts, whichever is greater, plus \$1,300.00 for security fee and rental materials. The term of this agreement is April 20, 2005 through March 2, 2006. Funding source. General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and MTI – Music Theatre International, for the production of “The Music Man” by Riverside Community College District/Performance Riverside from April 20, 2005 through March 2, 2006, for \$8,000.00 against 10% of gross box office receipts, whichever is greater, plus \$1,300.00 for security fee and rental materials, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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

PRODUCTION CONTRACT

MTI 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

DATE: 2/08/2005 RUSSELL
 CONTRACT#: 282131
 RE:
 Expiration Date: 03/21/2005
 Performance Dates: 2/19
 2/08/2006 - 2/20/2006

Licensee: CUSTOMER ACCT: 6472070
 PERFORMANCE RIVERSIDE
 ATTN: STEVEN STAUDINE Carolyn Quin
 4800 MAGNOLIA AVENUE
 RIVERSIDE COMMUNITY COLLEGE DISTRICT
 RIVERSIDE CA 92506 1299 UNITED STATES

THIS IS A LICENSE FOR ** AN EQUITY ** PRODUCTION OF
 MUSIC MAN, THE

Special Conditions:

ROYALTY

A GUARANTEE OF \$8000.00 AGAINST 10.00% OF THE GROSS BOX OFFICE RECEIPTS, WHICHEVER IS GREATER.

Provisions: box office receipts and overage payment must be sent no later than 10 days following the close of your production

SECURITY FEE

\$400.00 to be refunded following the safe 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

\$800.00 for a standard set of materials or any part thereof (see below).

Please Add 7.75% Sales Tax to All Rental Items

BILLING CREDITS

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

HEREDITH WILLSON'S
 "THE MUSIC MAN"
 Book, Music and Lyrics by: HEREDITH WILLSON 30%
 60%
 Story by: 30%
 HEREDITH WILLSON and FRANKLIN LACEY 60%

Mr. Willson's name shall appear in size of type at least 75% of the size of type used for the "The Music Man." In the event of an artwork title, the words "HEREDITH WILLSON'S" shall always appear to the left of or above the words "The Music Man" and in type at least 35% of the size of the type used to display the words "The Music Man." The creative credit should appear in size of type as indicated relative to the size of type used for "The Music Man."

STANDARD RENTAL SET

A standard set of materials is itemized below and is the ONLY qcting edition 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 be rented for \$400.00 each extra month or part thereof, pending availability.

- Rehearsal Set:
 25 Libretto/Vocal Books
 ↓ Piano-Conductor Score
 ↓ Piano Vocal
 ↓ Study Guide
- Orchestration:
 ↓ Reed I (flute, piccolo)
 ↓ Reed II (Bb clar., oboe, Eng. horn)
 ↓ Reed III (Bb clar., Eb clar., sop. sax)
 ↓ Reed IV (Bb clar., flute, bass clar., piccolo)
 ↓ Reed V (bass sax, Bb clar., bassoon)
 ↓ Trumpet I
 ↓ Trumpet II
 ↓ Trumpet III
 ↓ Trombone I
 ↓ Trombone II
 ↓ Trombone III
 ↓ Piano
 ↓ Percussion
 2 Violins A-B-C
 ↓ Cello I & II
 ↓ Bass

Modified Orchestration Available

ADDITIONAL MATERIALS/RESOURCES

ITEM	ADDITIONAL	DAMAGED	MISSING
Lib/Vocal Books	\$ 6.25	\$ 12.50	\$ 25.00
Piano-Conductor Scores	\$ 30.00	\$ 60.00	\$ 120.00
Piano Vocal	\$ 20.00	\$ 40.00	\$ 80.00
Orchestra Parts	\$ 15.00	\$ 30.00	\$ 60.00

 * Study Guides \$5.75each * Rehearsal Score \$250 * Reference Recording \$20** *
 * Logo Pack-Licensing \$50.00 * Production Slides \$175** *
 * Also Available: TRANS-ON-DEMAND * Orchestration Extra-call for price *

(COMPLETE ALL INFORMATION ON REVERSE SIDE)

MTI THEATRICAL RESOURCES

AUDREY II

CHOREOGRAPHIC/
DIRECTOR'S GUIDE

CONCERT
VERSION

FULL REFERENCE
SCORE

Logo!
Logo!
LOGO PACK

PRODUCTION
SLIDES

REFERENCE
RECORDING

REHEARSAL
SCORE

Orch
EXTRA
presented by Intimate

STUDY GUIDE

TRANSPPOSITIONS
ON DEMAND

TV SPOTS

VIDEO
CONVERSATION PIECE

CHECK LISTING UNDER "ADDITIONAL MATERIALS/RESOURCES" ON OTHER SIDE FOR AVAILABILITY

CONFIRMATION OF PERFORMANCE INFORMATION

Please complete, sign and return with full payment. Refer to reverse side for all fees. Please PRINT.

Name of Show: _____

Name and address of place of performance: _____

Date(s) of performance(s): _____

SHIP WITH: Full Orchestration No Orchestration Partial/Alternate Orchestration
(circle required orchestra parts on front of contract)

ROYALTY: (see front of contract for Royalty fees)
 Royalty A for _____ performance(s) @ \$_____ per performance, a total of.....\$ _____
 Royalty B for _____ performance(s) @ \$_____ per performance, a total of.....\$ _____
 Royalty C for _____ performance(s) @ \$_____ per performance, a total of.....\$ _____

RENTAL: (see front of contract for Rental fees)
 Rental fee for a standard set of materials.....\$ _____
 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

TAX (NY, MN, CA PLEASE ADD APPLICABLE SALES TAX TO ALL RENTAL ITEMS):\$ _____

TOTAL \$ _____

TOTAL AMOUNT ENCLOSED \$ _____
OUTSTANDING OBLIGATIONS \$ _____

SHIPPING

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

Shipping Address _____

(NO P.O. Boxes) _____

City _____ State _____ Zip _____

Daytime Phone Number _____ Fax Number _____

Email Address _____

PAYMENT

CHECK or MONEY ORDER (No Personal Checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL.)

CREDIT CARD: VISA MASTERCARD AMERICAN EXPRESS
 Card Number: _____ Expiration Date: _____
 Name on card: _____
 Signature: _____ Amount: _____

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.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein.
 A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

Print Your Name: _____ Title: _____

Authorized Signature: _____ Date: _____

RETURN ONE (1) COMPLETED COPY TO MTI

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.

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

1. **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.
 - g. By signing the Performance Contract, you agree to review the terms of this Performance License, in particular Paragraph 1.2, with the entire creative team of this production, and represent they are aware that no changes may be made to the Play without the written consent of the Authors.
3. **Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)**
 - a. Recording: This license does not grant you the right to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other 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 Music Theatre International (MTI). All authorized performance materials are also supplied by MTI, 421 West 54th Street, New York, NY 10019
Tel.: (212) 541-4684 Fax: (212) 397-4684 www.MTIShows.com**
 - c. If your program contains cast and/or creative team bios, we encourage you to include bios for the authors as well as the MTI bio. Bios can be found on our website at www.MTIShows.com/programbios or obtained by request from MTI.
 - d. You must include the following warning in your program:

“The videotaping or other video or audio recording of this production is strictly prohibited.”
 - e. 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.
 - f. 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

1. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way (including cancellation or addition of performance(s), ticket 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 sending 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.

[Please keep reading - continued on other side]

4. **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 two (2) copies 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 forth 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 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.
11. **Indemnification of Licensor:** You agree to indemnify MTI and the Copyright Owner(s) and Rightsholder(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.
2. **Delivery:** Provided we have received a signed copy 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.
3. **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 shipping 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 carrier, 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.
7. **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-8-f

Date: April 19, 2005

Subject: Agreement with Rogers and Hammerstein Theatre Library (March-April Performances)

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and R & H Theatre Library for royalties and rental materials for a production owned by R & H Theatre Library (to be announced after July 1, 2005) by Riverside Community College District/Performance Riverside. With this agreement, Performance Riverside will pay royalties of \$8,000.00 per week for two weeks against 12% of the gross box office receipts, each week to be computed separately, whichever sum shall be larger, and security and rental materials fees of \$1,550.00. The term of this agreement is April 20, 2005 through April 30, 2006. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Rogers and Hammerstein Theatre Library, from April 20, 2005 through April 30, 2006, for royalties of \$8,000.00 per week for two weeks against 12% of the gross box office receipts, each week to be computed separately, whichever sum shall be larger, and security and rental materials fees of \$1,550.00 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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



PROFESSIONAL LICENSE AGREEMENT

[Shipping Address if Different]

1065 AVENUE OF THE AMERICAS • SUITE 2400
 NEW YORK, NY 10018
 TELEPHONE: (212) 541-6600 • FACSIMILE: (212) 586-6155
 Federal ID Number: 60-0303028
 Riverside Community College District
 4800 Magnolia Avenue
 Riverside CA 92506 1299

SEATING: 1200
 ADMISSION: \$20.00 \$7-\$40
 PERUSAL?: Y
 0108257 85652
 Customer Account #
 909 222-8739
 Organization's Phone Number: ()

DATE: 1/31/05 RE: (blacked out) (the "Play(s)")

Thank you for your inquiry. Terms and conditions for the non-exclusive licensing of live stage performances of the above referenced Play(s) are set forth below, on the reverse side of this License Agreement and on the Riders attached hereto. Carefully review all terms and conditions set forth herein. If you find the terms and conditions acceptable, please sign and return to this office one copy of this License Agreement accompanied by the attendant payment provided in Paragraph 5 hereunder within three months of the date set forth above, at which time the terms quoted herein shall become void. You are under no obligation whatsoever until such signed copy and payment have been received by us, at which time this License Agreement becomes a binding contract between us.

1. OPENING DATE: ^{6/09/06} 3/31/06 CLOSING DATE: ^{4/18/06} 4/19/06 # OF WEEKS: 2 # PERFS. PER WEEK: 5, 7
 TOTAL # OF PERFS: 8 1/2 Please indicate how many performances in each month during your run: 2 in March, 8 in April

2. ROYALTY: 2 Wks @ \$8000 Against 12% Gross Weekly Box Office Receipts. (See Rider C) **Performance Riverside** \$ 16000.00

3. RENTAL MATERIALS: [See Rider A] (A) Security Deposit: [Refundable pursuant to Paragraph F on reverse side; may not be applied against either Royalty or Rental] \$ 400.00

(B) Standard Package: (Delivered one month prior to opening date @ \$100 per month) Includes 10 Libretti/Vocal Books and .50 # OF MONTHS FOR THE RUN OF THE SHOW \$ 250.00

(C) Orchestration: (Delivered one month prior to opening date @ \$190 per month) \$ 100.00

.50 # OF MONTHS FOR THE RUN OF THE SHOW \$ 90.00
 4. ADDITIONAL MATERIALS: [Indicate if you need either (1) the materials listed above for an additional period of time or (2) additional materials:]

- (A) Standard Package for _____ additional weeks @ \$35 per week = \$ _____
 - (B) Orchestration for _____ additional weeks @ \$45 per week = \$ _____ QTY: _____
 - (C) *10 additional Libretti-Vocal Books for _____ weeks @ \$10 per week = \$ _____
 - (D) * _____ additional Vocal Scores for _____ weeks @ \$15 each per week = \$ _____
 - [* May only be ordered for same period of time as Standard Package.]
 - (E) _____ individual orchestra books for _____ weeks at \$5 each per week = \$ _____
- Please specify exactly how many of which orchestra books you need: _____

5. AMOUNT PAYABLE UPON SIGNING: \$ 1050.00

6. GRAND TOTAL PAYABLE: \$ 17050.00

[All amounts due hereunder are payable in United States dollars made to the order of The Rodgers & Hammerstein Theatre Library in the form of a money order or check drawn on a United States bank.]

ACCEPTED AND AGREED TO:

FOR OFFICE USE; DO NOT WRITE IN THIS SPACE.

By _____ (Signature)
 Name: _____
 Title: _____
 Your Daytime Phone Number: () _____

DATE: _____ SEQ# _____
 ROY: _____ REN _____
 DEP: _____
 PER: _____

ADDITIONAL TERMS AND CONDITIONS

A. RIGHTS GRANTED/RESERVATION OF RIGHTS

You are hereby granted the non-exclusive right to present the Play only on the spoken stage with living actors appearing in the immediate presence of their audience; only with the book, music (including orchestrations and arrangements) and lyrics provided by The Rodgers & Hammerstein Theatre Library (the "Library"), and only for the number and dates of performances and at the venue first set forth herein. You shall not interpolate into the Play any other music, dialogue or lyrics nor in any way alter, change, delete from or add to the book, music or lyrics without the Library's prior written consent. You shall not make any changes (1) in any character(s) in the Play including, without limiting the foregoing, any change in the gender of any character(s) in the Play or (2) in the time and place in which the Play is set. Any changes, modifications or additions to the book, music or lyrics of the Play shall, upon creation, become the sole and exclusive property of the Library as its respective interests may appear and it shall have the right to use same free and clear of any obligation whatsoever by anyone claiming through you. You shall not perform excerpts, scenes or musical numbers from the Play for promotional or any other reasons without the Library's prior written consent. You shall not reproduce any portion of the Play by any means whatsoever including but not limited to photocopying, video and/or audio recordings, or storing any portion of the book, music or lyrics in a retrieval system. You shall not broadcast or transmit any portion of the Play by any means whatsoever including but not limited to television, radio, satellite, pay or cable television. **YOU HEREBY ACKNOWLEDGE THAT THE UNAUTHORIZED CREATION OF ANY VIDEO, FIEM OR OTHER AUDIO-VISUAL OR SOUND RECORDING, TAPE OR TRANSCRIPTION, INCLUDING VIDEO TAPE, VIDEO CASSETTE, VIDEO DISC OR ANY OTHER REPRODUCTION OF YOUR PERFORMANCE IS EXPRESSLY PROHIBITED BY LAW AND CAN RESULT IN PROSECUTION.** All rights other than the rights expressly granted to you herein, of whatever kind or nature (whether or not such rights are in competition with the rights granted herein) are reserved to the Library and the Copyright Owner(s), as their respective interests may appear.

B. MERCHANDISING

You shall not create, sell and/or distribute, or authorize the creation, sale and/or distribution of any merchandise relating to the Play including, without limitation, souvenir programs, T-shirts, sweatshirts, buttons, glass ware and ceramic ware without the Library's prior written permission.

C. REPRESENTATIONS AND WARRANTIES

You warrant and represent that the information you have provided the Library, both orally and in writing, is accurate and correct and you agree that, in the event such information proves to be false or incorrect, or if you fail to fulfill or comply with any of the obligations, terms or conditions set forth herein, then this License shall automatically terminate, but you shall nevertheless remain liable for any payments which may be due the Library hereunder and all of our rights and remedies against you shall be preserved. The rights granted herein are conditional upon your fulfillment of all obligations set forth herein including the timely payment of all royalties and fees. You hereby indemnify the Library and the Copyright Owner(s) of the Play from and against any claim arising out of the breach or alleged breach by you of any of your representations, warranties or agreements herein. The Library makes no representations or warranties other than that it has the right to enter into and perform this License. You agree that the maximum joint liability of the Library and the Copyright Owner(s) of the Play for any reason whatsoever is limited to amounts paid by you to the Library.

D. PAYMENTS

All payments required hereunder shall be made to the order of The Rodgers & Hammerstein Theatre Library; shall be made in lawful currency of the United States of America drawn on a United States bank; and shall be non-refundable other than as provided in Paragraphs E and F hereunder. The Library shall have the right to examine your books and records and shall have the right to make copies thereof for the purpose of determining the royalties due hereunder.

E. CHANGES AND CANCELLATIONS

Any requests for changes in the dates, venue or number of performances shall be made in writing and shall be subject to the Library's prior written approval. You shall notify the Library immediately of any changes in your seating capacity or ticket prices. You agree to pay any additional royalties and/or rental fees that the Library in its absolute and sole discretion may determine are due because of any such changes, and you acknowledge that a handling fee of \$25 shall be payable by you for each amendment to this License after it has been signed and returned. In the event you cancel one or more performances, in lieu of the royalty herein set forth you shall pay to the Library a cancellation fee equal to ten percent (10%) of said royalty. You agree to pay the total rental fees, shipping and handling charges once the rental materials have been shipped to you and you agree to pay any additional rental charges that may be due should you fail to return such materials in accordance with Paragraph F hereunder. You agree that we may terminate this License at any time without prior notice should you owe any monies to the Library with respect to production(s) of any play(s) controlled by the Library.

F. SHIPMENT AND RETURN OF MATERIALS

You agree to be solely responsible for and to pay all shipping and handling charges incurred for the shipment of materials to you by whatever means the Library in its sole discretion deem appropriate, and such charges shall be deducted from your deposit in addition to a \$10 Library handling fee. You agree to return immediately following your final performance, but in no event later than two weeks thereafter, all rental materials provided by the Library as well as all materials created by or for you in connection with the Play, and all copies of any such materials in your possession or under your control, to the following address only: The Rodgers & Hammerstein Theatre Library, 229 West 28th St., 11th floor, New York, NY 10001. You agree to pay any additional charges incurred in the event materials are returned to any address other than that set forth above in this Paragraph F. You shall prepay the return shipment of materials by the date two weeks following your final performance, you agree to pay any additional rental fees assessed. In addition you shall promptly pay any and all charges for damaged, unerasable or missing materials according to the established prices set forth in the Letter of Agreement relating to rental materials annexed hereto as Rider A. Such charges shall be deducted from your deposit and you agree to pay promptly upon demand any amount charged in excess of your deposit amount; any remaining balance of your deposit will be refunded to you. Should it be determined that this transaction is subject to sales or use tax, you agree to reimburse the Library for any such taxes paid by the Library with respect to this transaction. You shall not hold the Library responsible for the adequacy of the rental materials nor for the unavailability of any shipping or mailing facilities for any reason whatsoever.

G. ASSIGNMENT

This Agreement is personal to you and cannot be assigned, transferred or sublicensed by you to any other person, corporation or entity.

H. CREDITS

You agree to provide the credits as set forth on Rider B annexed hereto on all houseboards, posters, fliers, window cards and programs and in all other advertising and publicity, and such credits shall be in the proportionate sizes indicated by the percentages set forth, if any. In addition, the following credit shall appear on the title page in all programs: "Title of the Play" is presented through special arrangement with The Rodgers & Hammerstein Theatre Library, 1065 Avenue of the Americas, Suite 2400, New York, New York, NY 10018."

I. APPLICABLE LAW

This Agreement constitutes the entire understanding between the parties hereto and cannot be changed except in writing signed by all parties hereto. This Agreement shall be interpreted and governed in accordance with the laws of the state of New York applicable to contracts entered into and wholly to be performed in said state. Any dispute or controversy arising out of this Agreement shall be litigated only in the courts of the state of New York in New York City in the United States Court in the Southern District of New York and the parties hereto hereby consent

Rider A

LETTER OF AGREEMENT RELATING TO RENTAL MATERIALS

The Rogers & Hammerstein Theatre Library provides rehearsals and performance materials on a rental basis only. You must allow minimum of (10) days following our receipt of your signed License Agreement and Attendance payment before shipment of materials. No materials will be shipped until we have received (1) the signed License Agreement setting forth the exact dates of your production; (2) this signed Letter of Agreement relating to the rental materials; (3) Security Deposit (paragraph 3{A} of the License Agreement). We cannot accept purchase orders for the Security Deposit. All Payments must be made in United States dollars in the form of a check or money order drawn on a United States bank. We cannot ship materials to a post office box number.

You hereby acknowledge the foregoing and agree to the following:

1. If your rental materials are returned to us later than two weeks following your final performance, you agree to pay the following fees:

Standard Package.....	\$20 Per Week
Orchestration.....	\$50 Per Week
Two Piano Arrangements.....	\$25 Per Week
10 Additional Libretti and/or Vocal Books.....	\$15 Per Week
Each Additional Orchestration Book.....	\$5 Per Week

2. If any of your rental materials are missing, or returned unerasd or damaged, you agree to pay the following replacement fees:

Combined Libretti/Vocal Books.....	\$10 Per book
Libretti (Script Only) or Vocal Book.....	\$5 Per book
Orchestration Book.....	\$50 Per book
Piano Vocal Score.....	\$35 Per book
Piano Conductor Score or Two Piano Arrangement	\$100 Per book

3. If upon receipt of your rental materials you find they are unerasd, damaged or incomplete, you shall so advise us immediately. If you do not contact us upon receipt of materials, you have thereby indicated that the materials have been received by you and in acceptable condition.
4. Charges for materials missing, damaged, unerasd or delinquently returned shall be deducted from your Security Deposit, and you agree to pay promptly upon demand any charges in excess of the amount of such deposit as set forth in Paragraph F of License Agreement.

I ACCEPTED AND AGREED TO:

BY: _____ DATE: _____

NAME: _____ ORGANIZATION: _____

TITLE: _____ CITY/STATE: _____

PHONE: _____ FAX: _____

RIDER C

ROYALTY: \$ 8,000 guaranteed minimum Weekly Payment for 2
Weeks for a total of \$ 16,000, or 12 % of the Gross
Weekly Box Office Receipts, each week to be computed separately,
whichever sum shall be Larger.

“Gross Weekly Box Office Receipts” shall be deemed to mean and include any and all money received, directly or indirectly, from all sources whatsoever for admission to the theatre from the sale or other disposition of tickets for the Play after deduction of the following:

- (A) Federal, State or City admission Taxes, If any;
- (B) Group sales Discounts (not to exceed 10%)
Subscription Discounts (not to exceed 10%)
Telephone Sales (Not to exceed 3%)
Automated ticket distributors, remote box offices or other sales outlets (Not to exceed 2%)
Credit Cards (Not to exceed 3%)

The Royalty shall be payable in accordance with the payment schedule attached hereto; however, in the event no Payment Schedule is attached, you shall nevertheless be liable for the entire royalty payment set forth herein and shall pay same within Five (5) days following the week of performances to which such royalty pertains. The royalty for partial weeks of performances shall be determined on a pro rata basis. Whether or not royalty in excess of the guaranteed minimum payment is due you shall render to us within five (5) days following each week performances, an itemized statement clearly setting forth all of the Gross Weekly Box Office Receipts for each performance during said week in addition to a detailed summary of all deductions therefrom, if any, certified as correct by the box office management or treasurer and the manager of the theatre, and countersigned as corrected by you.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

DRAFT

Report No: V-A-8-g

Date: April 19, 2005

Subject: Agreement with Rogers and Hammerstein Theatre Library (June Performances)

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and R & H Theatre Library for royalties and rental materials for a production owned by R & H Theatre Library (to be announced after November 1, 2005) by the Riverside Community College District/Performance Riverside. With this agreement, Riverside Community College District will pay royalties of \$8,000.00 each week for two weeks, each week to be computed separately for a total of \$16,000.00 against 11% of the gross box office receipts, whichever sum shall be larger, and security and rental materials fees of \$1,550.00. The term of this agreement is April 20, 2005 through June 29, 2006. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and the Rogers and Hammerstein Theatre Library, from April 20, 2005 through June 29, 2006, for royalties of \$8,000.00 each week for two weeks, each week to be computed separately for a total of \$16,000.00 against 11% of the gross box office receipts, whichever sum shall be larger, and security and rental materials fees of \$1,550.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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

**RODGERS AND
 HAMMERSTEIN
 THEATRE LIBRARY**



PROFESSIONAL LICENSE AGREEMENT

[Shipping Address if Different]

1065 AVENUE OF THE AMERICAS • SUITE 2400
 NEW YORK, NY 10018
 TELEPHONE: (212) 541-6600 • FACSIMILE: (212) 586-6155
 Federal ID Number: 13-2037210
 Performance Riverside
 4800 Magnolia Avenue
 Riverside CA 92506

SEATING: 100 1,300 cap
 ADMISSION: \$25.00 7.40
 PERUSAL?: y
 Customer Account # 0011577 85689
 Organization's Phone Number: 951) 222-8399

DATE: 2/01/05 RE: [redacted] (the "Play[s]")

Thank you for your inquiry. Terms and conditions for the non-exclusive licensing of live stage performances of the above referenced Play(s) are set forth below, on the reverse side of this License Agreement and on the Riders attached hereto. *Carefully review all terms and conditions set forth herein.* If you find the terms and conditions acceptable, please sign and return to this office one copy of this License Agreement accompanied by the attendant payment provided in Paragraph 5 hereunder within three months of the date set forth above, at which time the terms quoted herein shall become void. You are under no obligation whatsoever until such signed copy and payment have been received by us, at which time this License Agreement becomes a binding contract between us.

1. OPENING DATE: 2/04/05 CLOSING DATE: 06/18/06 # OF WEEKS: 2 # PERFS. PER WEEK: 5/7
 TOTAL # OF PERFS: 17 Please indicate how many performances in each month during your run:
2 - 8 November 12 in June

2. ROYALTY: 3 Wks @ \$550 Against 11% Gross Weekly Box Office Receipts. (See Riders C & D) \$ 16,000.00
1650.00 cap

3. RENTAL MATERIALS: [See Rider A]
 (A) Security Deposit: [Refundable pursuant to Paragraph F on reverse side; may not be applied against either Royalty or Rental] \$ 400.00 cap
 (B) Standard Package: (Delivered one month prior to opening one month) \$ 250.00 cap
 Includes 20 Libretti/Vocal Books, 6 Piano Conductor Scores, 100.00 cap
75 # OF MONTHS FOR THE RUN OF THE SHOW 150.00

(C) Orchestration: (Delivered one month prior to opening date @ \$190 per month) \$ 210.00 cap
90.00
135.00 cap
75 # OF MONTHS FOR THE RUN OF THE SHOW

4. ADDITIONAL MATERIALS: [Indicate if you need either (1) the materials listed above for an additional period of time or (2) additional materials.]
 (A) Standard Package for _____ additional weeks @ \$35 per week = \$ _____
 (B) Orchestration for _____ additional weeks @ \$45 per week = \$ _____ QTY: _____
 (C) *10 additional Libretti-Vocal Books for _____ weeks @ \$10 per week = \$ _____
 (D) * _____ additional Vocal Scores for _____ weeks @ \$15 each per week = \$ _____
 [* May only be ordered for same period of time as Standard Package.]
 (E) _____ individual orchestra books for _____ weeks at \$5 each per week = \$ _____
 Please specify exactly how many of which orchestra books you need: _____

5. AMOUNT PAYABLE UPON SIGNING: \$ 1,050.00 cap
1145.00

6. GRAND TOTAL PAYABLE: \$ 17,050.00 cap
2195.00

[All amounts due hereunder are payable in United States dollars made to the order of The Rodgers & Hammerstein Theatre Library in the form of a money order or check drawn on a United States bank.]

ACCEPTED AND AGREED TO: _____
 FOR OFFICE USE; DO NOT WRITE IN THIS SPACE.
 By _____ DATE: _____ SEQ# _____
 (Signature)
 Name: _____ ROY: _____ REN: _____
 Title: _____ DEP: _____
 Your Daytime Phone Number: (_____) _____ PER: _____

ADDITIONAL TERMS AND CONDITIONS

A. RIGHTS GRANTED/RESERVATION OF RIGHTS

You are hereby granted the non-exclusive right to present the Play only on the spoken stage with living actors appearing in the immediate presence of their audience, only with the book, music (including orchestrations and arrangements) and lyrics provided by The Rodgers & Hammerstein Theatre Library (the "Library"), and only for the number and dates of performances and at the venue first set forth herein. You shall not interpolate into the Play any other music, dialogue or lyrics nor in any way alter, change, delete from or add to the book, music or lyrics without the Library's prior written consent. You shall not make any changes (1) in any character(s) in the Play including without limiting the foregoing, any change in the gender of any character(s) in the Play or (2) in the time and place in which the Play is set. Any changes, modifications or additions to the book, music or lyrics of the Play shall, upon creation, become the sole and exclusive property of the Library as its respective interests may appear and it shall have the right to use same free and clear of any obligation whatsoever by anyone claiming through you. You shall not perform excerpts, scenes or musical numbers from the Play for promotional or any other reasons without the Library's prior written consent. You shall not reproduce any portion of the Play by any means whatsoever including but not limited to photocopying, video and/or audio recordings, or storing any portion of the book, music or lyrics in a retrieval system. You shall not broadcast or transmit any portion of the Play by any means whatsoever, including but not limited to television, radio, satellite, pay or cable television. YOU HEREBY ACKNOWLEDGE THAT THE UNAUTHORIZED CREATION OF ANY VIDEO, VIDEO TAPE, VIDEO CASSETTE, VIDEO DISC OR ANY OTHER REPRODUCTION OF YOUR PERFORMANCE IS EXPRESSLY PROHIBITED BY LAW AND CAN RESULT IN PROSECUTION. All rights other than the rights expressly granted to you herein, of whatever kind or nature (whether or not such rights are in competition with the rights granted herein) are reserved to the Library and the Copyright Owner(s), as their respective interests may appear.

B. MERCHANDISING

You shall not create, sell and/or distribute, or authorize the creation, sale and/or distribution of any merchandise relating to the Play including, without limitation, souvenir programs, T-shirts, sweatshirts, buttons, glass ware and ceramic ware without the Library's prior written permission.

C. REPRESENTATIONS AND WARRANTIES

You warrant and represent that the information you have provided to the Library orally and in writing is accurate and correct and you agree that, in the event such information proves to be false or incorrect, or if you fail to fulfill or comply with any of the obligations, terms or conditions set forth herein, then this License shall automatically terminate, but you shall nevertheless remain liable for any payments which may be due the Library hereunder and all of our rights and remedies against you shall be preserved. The rights granted herein are conditional upon your fulfillment of all obligations set forth herein including the timely payment of all royalties and fees. You hereby indemnify the Library and the Copyright Owner(s) of the Play from and against any claim arising out of the breach of alleged breach by you of any of your representations, warranties or agreements herein. The Library makes no representation or warranty other than that it has the right to enter into and perform this License. You agree that the maximum joint liability of the Library and the Copyright Owner(s) of the Play for any reason whatsoever is limited to amounts paid by you to the Library.

D. PAYMENTS

All payments required hereunder shall be made to the order of The Rodgers & Hammerstein Theatre Library, shall be made in lawful currency of the United States of America drawn on a United States bank, and shall be non-refundable other than as provided in Paragraphs F and F hereunder. The Library shall have the right to examine your books and records, and shall have the right to make copies thereof for the purpose of determining the royalties due hereunder.

E. CHANGES AND CANCELLATIONS

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F. SHIPMENT AND RETURN OF MATERIALS

You agree to be solely responsible for and to pay all shipping and handling charges incurred for the shipment of materials to you by whatever means the Library in its sole discretion deem appropriate, and such charges shall be deducted from your deposit in addition to a \$10 Library handling fee. You agree to return immediately following your final performance, but in no event later than two weeks thereafter, all rental materials provided by the Library as well as all materials created by or for you in connection with the Play, and all copies of any such materials in your possession or under your control, to the following address only: The Rodgers & Hammerstein Theatre Library, 229 West 28th St., 11th floor, New York, NY 10001. You agree to pay any additional charges incurred in the event materials are returned to any address other than that set forth above in this Paragraph F. You shall prepay the return shipment of materials, insuring the Standard Package for not less than \$300 and the Orchestration for not less than \$800. If we have not received the rental materials by the date two weeks following your final performance, you agree to pay any additional rental fees assessed. In addition you shall promptly pay any and all charges for damaged, unrec'd or missing materials according to the established prices set forth in the Letter of Agreement relating to rental materials annexed hereto as Rider A. Such charges shall be deducted from your deposit and you agree to pay promptly upon demand any amount charged in excess of your deposit amount; any remaining balance of your deposit will be refunded to you. Should it be determined that this transaction is subject to sales or use tax, you agree to reimburse the Library for any such taxes paid by the Library with respect to this transaction. You shall not hold the Library responsible for the adequacy of the rental materials nor for the unavailability of any shipping or mailing facilities for any reason whatsoever.

G. ASSIGNMENT

This Agreement is personal to you and cannot be assigned, transferred or sublicensed by you to any other person, corporation or entity.

H. CREDITS

You agree to provide the credits as set forth on Rider B annexed hereto on all houseboards, posters, fliers, window cards and programs and in all other advertising and publicity, and such credits shall be in the proportionate sizes indicated by the percentages set forth, if any. In addition, the following credit shall appear on the title page in all programs: "(Title of the Play) is presented through special arrangement with The Rodgers & Hammerstein Theatre Library, 1065 Avenue of the Americas, Suite 2400, New York, NY 10018."

I. APPLICABLE LAW

This Agreement constitutes the entire understanding between the parties hereto and cannot be changed except in writing signed by all parties hereto. This Agreement shall be interpreted and governed in accordance with the laws of the state of New York applicable to contracts entered into and wholly to be performed in said state. Any dispute or controversy arising out of this Agreement shall be litigated only in the courts of the state of New York in New York City in the United States Court in the Southern District of New York and the parties hereto hereby consent

Rider A

LETTER OF AGREEMENT RELATING TO RENTAL MATERIALS

The Rogers & Hammerstein Theatre Library provides rehearsals and performance materials on a rental basis only. *You must allow minimum of (10) days following our receipt of your signed License Agreement and Attendance payment before shipment of materials.* No materials will be shipped until we have received (1) the signed License Agreement setting forth the exact dates of your production; (2) this signed Letter of Agreement relating to the rental materials; (3) Security Deposit (paragraph 3{A} of the License Agreement). We cannot accept purchase orders for the Security Deposit. All Payments must be made in United States dollars in the form of a check or money order drawn on a United States bank. We cannot ship materials to a post office box number.

You hereby acknowledge the foregoing and agree to the following:

1. If your rental materials are returned to us later than two weeks following your final performance, you agree to pay the following fees:

Standard Package.....	\$20 Per Week
Orchestration.....	\$50 Per Week
Two Piano Arrangements.....	\$25 Per Week
10 Additional Libretti and/or Vocal Books.....	\$15 Per Week
Each Additional Orchestration Book.....	\$5 Per Week

2. If any of your rental materials are missing, or returned uneraser or damaged, you agree to pay the following replacement fees:

Combined Libretti/Vocal Books.....	\$10 Per book
Libretti (Script Only) or Vocal Book.....	\$5 Per book
Orchestration Book.....	\$50 Per book
Piano Vocal Score.....	\$35 Per book
Piano Conductor Score or Two Piano Arrangement	\$100 Per book

3. If upon receipt of your rental materials you find they are uneraser, damaged or incomplete, you shall so advise us immediately. If you do not contact us upon receipt of materials, you have thereby indicated that the materials have been received by you and in acceptable condition.
4. Charges for materials missing, damaged, uneraser or delinquenty returned shall be deducted from your Security Deposit, and you agree to pay promptly upon demand any charges in excess of the amount of such deposit as set forth in Paragraph F of License Agreement.

I ACCEPTED AND AGREED TO:

BY: _____ DATE: _____
NAME: _____ ORGANIZATION: _____
TITLE: _____ CITY/STATE: _____
PHONE: _____ FAX: _____

RIDER C

ROYALTY: \$ ~~550~~ ^{\$8,000} ~~16,000~~ ^{\$16,000} guaranteed minimum Weekly Payment for ~~2~~ ^{2 weeks} Weeks for a total of \$ ~~1650~~, or 11 % of the Gross Weekly Box Office Receipts, each week to be computed separately, whichever sum shall be Larger.

“Gross Weekly Box Office Receipts” shall be deemed to mean and include any and all money received, directly or indirectly, from all sources whatsoever for admission to the theatre from the sale or other disposition of tickets for the Play after deduction of the following:

- (A) Federal, State or City admission Taxes, If any;
- (B) Group sales Discounts (not to exceed 10%)
Subscription Discounts (not to exceed 10%)
Telephone Sales (Not to exceed 3%)
Automated ticket distributors, remote box offices or other sales outlets (Not to exceed 2%)
Credit Cards (Not to exceed 3%)

The Royalty shall be payable in accordance with the payment schedule attached hereto; however, in the event no Payment Schedule is attached, you shall nevertheless be liable for the entire royalty payment set forth herein and shall pay same within Five (5) days following the week of performances to which such royalty pertains. The royalty for partial weeks of performances shall be determined on a pro rata basis. Whether or not royalty in excess of the guaranteed minimum payment is due you shall render to us within five (5) days following each week performances, an itemized statement clearly setting forth all of the Gross Weekly Box Office Receipts for each performance during said week in addition to a detailed summary of all deductions therefrom, if any, certified as correct by the box office management or treasurer and the manager of the theatre, and countersigned as corrected by you.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-8-h

Date: April 19, 2005

Subject: Agreement with California Theatre Center

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and California Theatre Center for production, performance, and transportation of "The Elves & the Shoemaker" and "The Cay" for Performance Riverside's 2005-2006 Children's Series. The fee for these two productions is \$14,000.00. The term of this agreement is April 20, 2005 through February 25, 2006. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and California Theatre Center for production, performance, and transportation of "The Elves & the Shoemaker" and "The Cay," from April 20, 2005, through February 25, 2006, for an amount not to exceed \$14,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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



Performance Agreement Between
THE CALIFORNIA THEATRE CENTER
(hereinafter "CTC")

and
~~PERFORMANCE RIVERSIDE~~ *Riverside Community College District*
(hereinafter "Sponsor")

CTC will provide:

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

Show:	Date/Time:	
The Elves & the Shoemaker	12/11/05	1 Show @ 2:00pm
" " "	12/12/05	9:30am & 11:00am
" " "	12/13/05	" "
The Cay	2/23/06	9:30am & 11:00am
"	2/24/06	" "
"	2/25/06	1 Show @ 2:00pm

2. All transportation for CTC staff needed for production(s).
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 \$14,000.00 for the above listed performance(s).
5. The amount due in #4 according to the following schedule:

	Amount:	Due Date:
Total Due	\$14,000.00	8/15/05

6. All publicity, ticket sales, house management, plus all staff required for each.
7. All lighting and sound equipment necessary for the performance.
8. 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.

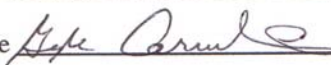
P.O. Box 2007, Sunnyvale CA 94087
Box Office: (408) 245-2978
Administration: (408) 245-2979
Fax: (408) 245-0235

Performance Agreement: Page Two

12. There shall be no audio or visual recording, broadcast, or flash photography of the performance(s) permitted.
13. 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

Name Gayle Cornelison
Title General Director
Signature 
Date 3/16/05

SPONSOR

Name _____
Title Vice-Chancellor, Administration and
~~Executive Director~~
Sponsor Riverside Community College District
Performance Riverside
Address 4800 Magnolia Ave
City Riverside
State CA Zip 92506-1294
Phone 909-222-8498
Fax 909-222-8055
e-mail _____
Signature _____
Date _____

RETURN TO:
California Theatre Center
ATTN: Tour Director
P.O. Box 2007
Sunnyvale, CA 94087

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-9-a


Date: April 19, 2005

Subject: Agreement with the Centers for Academic Programs Abroad -
Florence, Italy – Fall 2005

Background: Attached for the Board's review and consideration is an agreement with the Centers for Academic Programs Abroad (CAPA), an educational services provider, and Riverside Community College District to provide classroom facilities, faculty and student housing, transfer transportation, group airfare and insurance for the study abroad program for fall semester program in Florence, Italy, September 8, 2005 through November 30, 2005. The Centers for Academic Programs Abroad have served as the Educational Services Contractor for RCCD study abroad programs for the past fourteen years. Funding Source: No Cost to the District

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

Recommended Action: It is recommended that the Board of Trustees approve the Agreement between Riverside Community College District and the Centers for Academic Programs Abroad (CAPA), for the fall semester Study Abroad Program in Florence, Italy, from September 8, 2005 through November 30, 2005, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.


Salvatore G. Rotella
Chancellor

Prepared by: Jan Schall
Coordinator, International Education/Study Abroad Programs

CAPA, INC.
CENTERS FOR ACADEMIC PROGRAMS ABROAD

Program Agreement with
Riverside Community College District

Fall in Florence 2005

1. PROGRAM DATES

Departure from the United States: Thursday, September 08, 2005
Arrival in Italy: Friday, September 09, 2005
Departure from Italy: Wednesday, November 30, 2005

2. PARTICIPANT ACCOMMODATIONS AND PROGRAM ACTIVITIES

Accommodations

1. Students will be housed for the program dates in furnished, student apartments. Each apartment will have two to four bedrooms, two students per room and no more than 8 students per flat. Apartments include kitchens with cooking equipment, plates, glasses and utensils. Apartments will be located within a 40-minute bus ride of the Center. Addresses will be provided a minimum of 14 days prior to departure.
2. Student apartments include a budget 43 Euros per student for utility usage. Students will be provided with information on how to track their usage in order to stay within this amount. Any usage exceeding this amount will be the responsibility of the students and must be paid in Florence before departure. Utilities costs are: 1 unit of gas: .65 Euros; 1 unit of electricity: .28 Euros; 1 unit of water: 1.30 Euros. NOTE: Italian law prohibits the use of gas heating prior to the 1st of November.
3. Students will also need to pay a refundable damage deposit of \$150 to CAPA in addition to the program fees.

Meals

Self-catering.

Assistance on Arrival

- a) The group will be met at the airport by a CAPA representative.
- b) The group will be transported by private coach to a central meeting point in Florence.
- c) CAPA will organize transfers by taxi for the students to their apartments. The cost is included on arrival. Students will make their own arrangements on departure.

- d) A welcome basket will be provided in each apartment on arrival and will include enough pasta, sauce and bread for dinner for the first night, bottled water, a vape, a map of Florence and a phone card valued at 5 (five) Euros.
- e) Students will receive first night information on telephoning home, changing money, safety and emergency numbers and a map of central Florence on the bus from the airport.
- f) Bus tickets will be provided to the students to have on arrival to get to and from the orientation the next day.
- g) A host-culture orientation will be provided, usually on the day after arrival. This will be followed by a walking tour to introduce students to important local facilities such as banks and shops.

British Institute of Florence Membership

Students and faculty will have access to the Harold Acton Library of the British Institute of Florence.

Italian Permit of Stay

Each student and faculty will receive a Permesso di Soggiorno (they must provide 4 photographs and a copy of their passport). CAPA will assist faculty family members with obtaining their permits though the cost of the pass will be borne by the faculty.

Group Events

- a) Arrival party.
- b) Farewell party.
- c) Walking tour of Florence

Excursions and Activities

- a) Three days, two nights to Rome to include transportation by private motorcoach, accommodations in a 3 star hotel with students in twin rooms and faculty in singles, a tour escort, and a walking tour of Rome.

Optional Excursion

Optional three day, two nights to Venice to include transportation by round trip train ticket, accommodations in a 3 star hotel with students in twin bedded rooms and faculty in singles, a tour escort, and a walking tour of Venice.

Based on:

20 - 24 students and 2 instructors:	\$518.00
25 - 29 students and 2 instructors:	\$487.00
30 - 34 students and 2 instructors:	\$466.00

Cultural Fund

125 Euros per student to be distributed in the US before departure.

3. ACADEMIC PROGRAM

The Institution will supply faculty members as appropriate to carry out the core academic program for its students. Full control of the academic program, including, but not limited to enrollment requirements, procedures, administration and granting of credit will be vested in The Institution and its designated representatives.

Optional Italian Language Instruction

Italian language courses at Dante will be available and to be paid on site.

4. ON SITE FACILITIES

Classroom Facilities

Classroom space at the Dante will be available for courses for 6 (six) hours per day, Monday through Friday. Classrooms will be large enough for 30 (thirty) students.

Note: CAPA will provide Riverside Community College District with a classroom schedule one month before the start of the program based on the course requirements of the program and enrollment numbers which must be provided to CAPA by 60 days prior to the start of the program. Classes may alternate between morning and afternoon sessions.

Classroom Equipment

1. Overhead projector
2. Television and universal VCR
3. Slide projector

Faculty Office

Faculty can make use of the CAPA faculty office which contains two computers. This office will be shared with visiting faculty from other CAPA programs. Faculty will have access to computers in this office for word processing as well as internet access. Faculty will also have access to photocopying and fax services at no charge for program use only.

Computers and E-mail

Students may use the computers in the CAPA Florence Center for work on papers. Students also have free use of the ten computers set up for e-mail access. These computers are shared amongst all CAPA students and use is scheduled in 15-minute increments by signing up in advance. These computers are available during CAPA office hours.

5. TRAVEL

Flights

Round-trip air transportation: Los Angeles / Italy / Los Angeles

Depart: Thursday, September 08, 2005

Return: Wednesday, November 30, 2005

Transfers

Airport transfers on arrival and departure including luggage vans if required. Participants traveling separately from the group must make their own transfer arrangements and inform CAPA of their arrival plans.

6. SERVICES FOR 2 (TWO) ACCOMPANYING FACULTY

Accommodations

Accommodations for the program dates for each instructor in a furnished one-bedroom apartment in Florence. Faculty will be provided with a faculty pack and a mobile phone; a land line in the apartment is not guaranteed.

Flights

Round-trip air transportation (Note: instructors may change their return date at no additional cost provided the request for the change is received in writing no later than 90 days prior to departure from the U.S. Faculty will need to cover any additional costs involved should they depart the US on a date different from the group. CAPA cannot book alternate gateways.)

Other Services

The following services as listed for the students will be provided for the faculty: orientation, group events, excursions and activities, insurance and the transfers.

7. CAPA STANDARD SERVICES

Student/Institution support services

1. Application processing
2. Fee collection/disbursement
3. Toll free number for students

Program Brochures

Customized program brochures to include program fees, list of inclusions, excursions, course information, destination information, student application (If included; please see Responsibilities of the Institution page for requirements).

International Program Services Support Team

In-country staff to provide program supervision and support for the duration of the program.

Student Enrollment Packet

Special flight request form (air inclusive programs), instructions for applying for and using Financial Aid, housing application, World Student Insurance.

Pre-departure Orientation

Comprehensive pre-departure handbook covering travel details, accommodations, finances, local area and housing descriptions, culture shock and adjustment to host culture.

Monday Memos

Informative newsletters highlighting current events in the program country, cultural topics, up-dates on program activities.

Crisis and Emergency Management

24-hour emergency assistance team in-country.

World Student Insurance (Faculty and Students)

Basic accident, sickness, trip cancellation, trip delay, trip interruption and baggage loss.

Professional Liability Insurance

Providing coverage for bodily injury, personal injury, property damage, and professional errors and omissions with a \$5,000,000 aggregate limit.

8. PROGRAM FEES

Based on:

20 - 24 students and 2 instructors:	\$6,689.00 + \$150 housing deposit
25 - 29 students and 2 instructors:	\$6,299.00 + \$150 housing deposit
30 - 34 students and 2 instructors:	\$3,029.00 + \$150 housing deposit

Note: A \$150 per student refundable damage deposit will be added to the program fees above.
CAPA will refund the students directly following the completion of the program (any damages will be itemized and deducted from the refund).

Land Only

Participants who do not wish CAPA to provide flights may deduct \$885.00 from the program fee. Note: There must be at least ten participants traveling together on the outbound flight in order to keep the group rate.

Note

Prices and inclusions are subject to change until this program agreement is executed by both parties. Additionally, CAPA reserves the right to alter the program dates if the airlines cannot confirm seats in an appropriate class of service on the dates requested.

9. AGREEMENT

Please indicate acceptance of this Program Agreement by signing and returning both copies of this document and the Master Agreement of Terms and Conditions to CAPA. All reservations and services are subject to availability. CAPA will return one fully executed copy for your records.

Riverside Community College District

CAPA, Inc.

By _____

By _____

Title _____

Title: Contracts Administrator

Date _____

Date _____

**This program agreement should be signed and forwarded to:
Cynthia LeMay, Director, U.S. Operations
CAPA Irvine
2021 Business Center Dr. #209
Irvine, CA 92612**

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**Semester in Florence
September 8 – November 30, 2005**

RELEASE AND HOLD HARMLESS AGREEMENT

Addendum to the Contract between Centers for Academic Programs Abroad, Inc. (CAPA) and Riverside Community College District (RCCD)

Riverside Community College District (RCCD) will provide academic instruction for the Semester Abroad program, Autumn 2004. Centers for Academic Programs Abroad (CAPA) will provide housing accommodations, travel arrangements, and classroom facilities in Florence.

1. This Addendum is attached to and modifies the contract between CAPA and RCCD for the Autumn 2005 semester program to Florence for the period September 9 to November 30, 2005.
2. CAPA shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of CAPA, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death or any other element of damage of any kind or nature, including violations of the Americans with Disability Act, the California Fair Housing and Employment Act, Section 504 of the Rehabilitation Act of 1973, and Title VII of the

Civil Rights Act of 1964, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and CAPA shall defend, at its expense, including without limitation, attorney fees, RCCD, its officers, agents, employees and independent contractors, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold RCCD free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

3. CAPA shall procure and maintain comprehensive general liability insurance coverage covering such international operations contemplated by this contract that shall protect RCCD from any 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 CAPA's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as additionally insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$3,000,000. CAPA will provide evidence of such insurance to RCCD.

Signature: _____

Date: _____

Title: _____

INDEMNITY & HOLD HARMLESS
FLORENCE: Riverside Community College District

Centers for Academic Programs Abroad (CAPA)
Master Agreement of Terms and Conditions
For the calendar year 2006

This Master Agreement is between the Centers for Academic Programs Abroad Inc., "CAPA," a California non-profit organization, and Riverside Community College District, hereinafter referred to as "The Institution." This Master Agreement applies to all programs undertaken between the two organizations, the specific details of which will be contained in the Program Agreement and any Addenda subsequent to the Program Agreement signed by both parties. This Master Agreement and the Program Agreement together form the "Contract" between CAPA and the Institution.

CAPA agrees to provide the services described in the Program Agreement subject to the following terms and conditions.

Program Fees

- A. Program costs and services described in the Program Agreement are subject to confirmation upon receipt of a signed copy of the Program Agreement indicating acceptance. Program fees are based on air fares, land costs, foreign exchange rates, U.S. and foreign taxes, and other costs effective on the date of the Program Agreement and are subject to change at any time until it has been signed and accepted by both parties.
- B. CAPA reserves the right to alter program fees to reflect changes in exchange rates or in the event of any force majeure.
- C. Program fees do not include costs for faculty companions or family. Companion requests must be made no later than 90 days prior to departure. Companions must purchase CAPA insurance of \$50 per person. Once special services are confirmed there are no refunds or changes allowed. Faculty companions who wish to depart separately from the group departure date will be charged an additional fee of \$150.00. CAPA cannot book alternate departure/return gateways. All requests for air deviations must be provided in writing to CAPA no later than 90 days prior to departure from the USA. Companions will not be able to make any changes to the excursion inclusions as listed in the Program Agreement, and CAPA does not make personal travel arrangements for faculty or their companions.

When Air is included in the program fee, US and foreign airport security fees, custom hall fees, ticket handling fees and departure taxes of \$149.00 (subject to change) are not included in the program fees unless otherwise indicated in the Program Agreement.

Departure Dates, Facilities and Services

Upon receipt of a signed Program Agreement, CAPA will submit official requests for venues and with the airlines for the flights. CAPA reserves the right to change the departure and return date (to within one week of the originally scheduled date) and to substitute comparable facilities in the event that those originally proposed are not available.

CAPA requires final program enrollment information no later than 70 days prior to departure from the USA. At that time, CAPA will reconfirm venues and will begin to book contracted services such as excursions and theater tickets.

Faculty Apartments (where included)

The size of the faculty apartments and/or length of stay as listed in the Program Agreement may be increased for an additional charge. All requests should be discussed with the Program Coordinator no later than 100 days prior to departure from the USA. The Program Coordinator

will provide a price range for the size upgrade at that time. The faculty/institution will need to confirm in writing that they agree to a cost within this range no later than 90 days prior to departure from the USA. The final cost will be provided when the flat is confirmed approximately 7 days prior to the start of the program, and the faculty/institution will be invoiced accordingly.

All finder's fees are included. Utilities including gas, water, electricity, phone line rental and phone calls are not included at the apartments. Faculty will pay a deposit of \$400 which will be applied towards any final utility bills or other expenses incurred during their stay (some bills may be paid on site). In the event that these costs exceed \$400, CAPA will invoice the instructor for the additional amount following their return to the U.S. Faculty should bring towels with them. Addresses will be provided approximately 7 days prior to the start of the program.

Cultural Funds and Stipends

Where applicable, stipends and cultural funds which are calculated on a 'per participant' basis and will be disbursed in the currency noted in your Program Agreement, no currency changes are possible once the Program Agreement is signed. All funds listed as being in US dollars will be provided by check 7 days prior to departure from the US on the basis of those participants who were paid in full 30 days prior to departure. Any adjustment to these funds will be made by check within seven to 21 days following the commencement of the program. All funds listed in local currency will be held in the overseas office and distributed as requested by the administration or group leader.

Changes in the Program

- A. Any changes, other than those mentioned in I and II above, agreed to between the parties, will be described in the Program Agreement which will be executed by both parties and which will become a part of the Contract. No changes may be made to the Program Agreement within 90 days of the start of the program, other than those resulting from low enrolment as described below.
- B. CAPA can book non-contracted services for the group once they are overseas. All non-contracted bookings are subject to an administrative fee and all excursions booked by CAPA require a tour escort or a signed liability waiver. CAPA requires notice of one month from the requested date for excursions and two weeks from the requested date for theater tickets or local activities to process the request. All requests must be made by the faculty or administrator and must be for the group; no individual travel bookings for faculty or students can be made. CAPA must be informed at the time of the request whether the non-contracted

services are to be billed to the home institution or if participants will pay cash to CAPA prior to the excursion or activity taking place.

Institution Responsibilities

The institution will supply faculty members as appropriate to carry out the core academic program for its students. Full control of the academic program, including, but not limited to enrollment requirements, procedures, administration and granting of credit will be vested in The Institution and its designated representatives.

Governing Law

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the State of California. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of California.

VIII. Modification

This Agreement and subsequent Program Agreement, constitutes the full and complete understanding of the parties on the subject hereof and supersedes all prior understanding or agreements on that subject. No modification or amendment of any provision of this Agreement will be effective unless it is made in writing and signed by an officer of CAPA.

IX. Subcontractors

The Institution agrees not to contract with directly or indirectly, or in any way use any contacts, personnel, facilities, or suppliers utilised during a CAPA program, for a period of three years from the return date of any given program.

X. Indemnification

CAPA agrees to hold harmless and indemnify the Institution from any suits, claims, or damages caused by the gross negligence of CAPA. The Institution agrees to hold harmless and indemnify CAPA from any suits, claims, or damages caused by the gross negligence of the College and its employees. CAPA and the Institution agree to notify each other in writing within five (5) days of receipt of any suit or claim which could affect the liability of either party.

XI. Financial Responsibilities

All applications received by CAPA are subject to availability. In the event that CAPA cannot accept an application, the applicant will receive a full refund. CAPA does not accept applications for participants who will be under the age of 17 on the date of departure.

- A. Programs Where Fees Are Paid Directly to CAPA by the Students
A \$300 deposit of which \$250 is non-refundable is due with the initial application. The remaining balance is due 70 days prior to departure from the USA. A late fee of \$100 will be applied to all accounts with outstanding balances, or to any student who has not submitted a completed housing information form 70 days prior to departure. New applications received after the 70-day deadline will be accepted based on availability provided they are accompanied by payment in full plus the \$100 late fee, a completed housing form, and any additional increased costs for services resulting from late enrollment. CAPA reserves the right

to cancel without refund any student who has not paid in full 70 days prior to departure.

B. Deferred Payments for Financial Aid Recipients

Students requesting Financial Aid may be eligible for a deferred payment schedule. Any student who submits a completed CAPA Financial Aid Disbursement Form (approved by the college financial aid office), accompanied by payment for no less than 30% of the program fee (including any costs listed separately such as airfare, air taxes or housing costs) at least 70 days prior to departure, will receive a deferral of the balance of the program fees until 30 days prior to departure. Students should refer to Section 3 of the Agreement and Release form. Note that all students, including those requesting financial aid, who have not met the 30% payment deadline or whose housing form has not been received 70 days prior to departure, will be assessed a \$100 late fee.

C. Programs Where Fees Are Paid to CAPA by the College

Payment Schedule for Program Fees:

Completed student applications and housing forms must be received by 70 days prior to departure from the USA. A late fee of \$100 will be applied to all accounts with outstanding balances, or to any student who has not submitted a completed housing information form 70 days prior to

departure. CAPA will invoice the Institution directly for all fixed costs described in the program agreement and addenda, based on enrolment numbers at time of invoicing. Fixed costs may include: program fees, housing deposits, air fees and taxes (if applicable), internship fees, faculty fees, extra adjunct faculty fees and cancellation fees. Payment of this invoice must be received in full, in US dollars, 30 days prior to the start of the program. CAPA will invoice the college directly once the program has commenced for any uncollected fixed charges and non-contracted services that may be applicable. Additional charges (if applicable) include: adjunct faculty fees, faculty fees, excursion fees, program fees or cancellation fees dependent on enrolments at the time of departure and any discrepancies identified from the initial invoice. Payment of any additional invoice must be received, in full, in US dollars, 30 days after commencement of the related program.

XII. Cancellation and Refund Policy

Cancellation of the program, or of individual participants, must be submitted to CAPA in writing.

Refunds are processed according to the following schedule:

Withdrawal date:

60 or more days prior to departure: Full refund less \$250 non-refundable deposit

46 to 60 days prior to departure: Full refund less 25% of the program fee and the \$250 non-refundable deposit

22 to 45 days prior to departure:	Full refund less 50% of the program fee and the \$250 non-refundable deposit
21 or fewer days prior to departure:	No refund

Once the program has started, no refunds will be made by CAPA for any portion of the program which a participant has declined. Additionally, no refunds will be made by CAPA for any unused services following a withdrawal from the program. Participants cancelling for a reason covered by Insurance should submit a claim directly to the insurance company.

Services provided for faculty and paid directly by the institution are also cancelled according to the preceding schedule.

***Non-refundable land and air services may include, but are not limited to, theatre tickets, entrance fees, hotel or other accommodation, train tickets, meals, airline penalties.**

XIII. Air-Inclusive Programs

- A. US and foreign airport security fees, customs hall fees, ticket-handling fees, US, municipal and foreign departure taxes of \$149.00 (subject to change) are not included in the program fees unless indicated in the Program Agreement. Fuel surcharges, if any, levied after a program fee has been agreed, are also not included unless indicated in the Program Agreement. All such fees will be invoiced separately to the program fees.

- B. Participants may extend their stay overseas provided that their Special Flight Request form is received by CAPA no fewer than 90 days prior to departure from the USA and is accompanied by a change fee of \$150. All such requests are based on availability in an appropriate class of service and subject to individual airline agreements. If the requested dates are

not available or the student does not accept the itinerary, then a refund of \$125 will apply.

XIV. Minimum Number of Passengers

Program fees are based on minimum enrollment as stated in the Program Agreement. CAPA and the Institution agree to review the number of enrollments no later than 90 days prior to departure from the USA. If enrollments are lower than projected the following options are available:

- a) Make changes or cuts to the program to reduce the program fee
- b) Increase the program fee
- c) Cancel the program

Such changes must be agreed upon no fewer than 80 days prior to departure from the USA. If a program is canceled more than 70 days prior to departure due to low enrollment, all participants are entitled to a full refund. If a program is cancelled within 70 days of departure, refunds will be distributed according to the cancellation policy described in section XII. above.

XV. Agreement

BOTH PARTIES hereto warrant and represent that they have full right, power, and authority to execute this Agreement on the date signed.

Riverside Community College District
Abroad Inc

Centers for Academic Programs

Signed _____
Title _____

Signed _____
Contract Administrator

Date

Date

This master agreement should be signed and forwarded to:

**CAPA Irvine
2021 Business Center Dr., #209
Irvine, CA 92612**

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-9-b

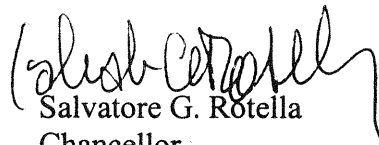
Date: April 19, 2005

Subject: Agreement with the Centers for Academic Programs Abroad –
Oxford, England – Spring 2006

Background: Attached for the Board's review and consideration is an agreement with the Centers for Academic Programs Abroad (CAPA), an educational services provider, and Riverside Community College District to provide classroom facilities, faculty and student housing, transfer transportation, group airfare and insurance for the study abroad program for spring semester program in Oxford, England, March 2, 2006 through May 18, 2006. The Centers for Academic Programs Abroad have served as the Educational Services Contractor for RCCD study abroad programs for the past fourteen years. Funding Source: No cost to the District.

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

Recommended Action: It is recommended that the Board of Trustees approve the Agreement between Riverside Community College District and the Centers for Academic Programs Abroad (CAPA) for the spring semester Study Abroad Program in Oxford, England from March 2, 2006 through May 18, 2006, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.


Salvatore G. Rotella
Chancellor

Prepared by: Jan Schall
Coordinator, International Education/Study Abroad Programs

**CAPA, INC.
CENTERS FOR ACADEMIC PROGRAMS ABROAD**

Program Agreement with
Riverside Community College District

Spring in Oxford 2006

1. PROGRAM DATES

Departure from the United States:	Thursday, March 02, 2006
Arrival in the United Kingdom:	Friday, March 03, 2006
Departure from the United Kingdom:	Thursday, May 18, 2006
Mid Term Break dates:	To Be Determined

2. PARTICIPANT ACCOMMODATIONS AND PROGRAM ACTIVITIES

Student Accommodations

1. Accommodations for seventy-six (76) nights with a host family within Oxford in a private bedroom.
2. Bedrooms will include: bed with weekly change of linen, a wardrobe, a chest of drawers, a desk and chair and a lamp.
3. Bathrooms will be shared with the family.
4. Students should bring their own towels, a telephone card and be prepared to do their own laundry.
5. Please note that in order to best meet student requirements (non-smoking, special dietary needs etc), CAPA may place more than one student with one host family. Each student would still have their own bedroom and everything listed above.
6. The Local Housing Coordinator will place all students with a suitable family based on information provided in housing forms which students must fill out and return to CAPA no later than 70 days prior to departure from the USA. Housing information will be sent to the institution 14 days prior to the start of the program.
7. A host family orientation will be conducted before the arrival of the students to prepare families for life with their student. The Housing Coordinator will be available during the term to assist with all faculty and student housing issues.

Meals

Daily continental breakfast and dinner at the homestay.

Arrival Assistance

1. The group will be met at the airport by a CAPA representative and transferred by private motorcoach to a central meeting point in Oxford.
2. Students will receive a first night pack on the bus from the airport including information on telephoning home, changing money, safety and emergency numbers and a map of central Oxford.
3. A host-culture orientation will be provided, usually on the day after arrival.

Group Events

1. Arrival meeting introducing the students to the host families; tea, coffee and cookies will be provided.
2. Arrival party.
3. Farewell party.
4. Walking tour of Oxford
5. Entrance to Warwick Castle

Excursions and Activities

1. Full day to London to include transportation by private motorcoach, a tour escort, a half-day local guide in London, and entrances to the Tower of London.
2. Two days, one night to Bath and Stonehenge to include transportation by private motorcoach, accommodations in a 3 star hotel with students in multi-bedded rooms and faculty in singles, a tour escort, a half-day local guide in Bath, and entrances to Stonehenge and the Roman Baths.

Mid-Term Break

No classes will be held during a week to be determined. Housing will still be available for those students not traveling.

Cultural Fund

\$25 US Dollars per student to be distributed in the US prior to departure.

3. ACADEMIC PROGRAM

The Institution will supply faculty members as appropriate to carry out the core academic program for its students. Full control of the academic program, including, but not limited to enrollment requirements, procedures, administration and granting of credit will be vested in The Institution and its designated representatives.

4. ON SITE FACILITIES

Classroom Facilities

One classroom at Oriel College for twenty (20) hours and four (4) days per week through the duration of the program. This classroom will be large enough for twenty-five (25) students.

Note: CAPA will provide Riverside Community College with a classroom schedule one month before the start of the program based on the course requirements of the program and enrollment numbers which must be provided to CAPA by 60 days prior to the start of the program. Classes may alternate between morning and afternoon sessions.

Classroom Equipment

1. Overhead projector
2. Television and universal VCR
3. Slide projector

5. TRAVEL

Flights

Round-trip air transportation: LAX / London / LAX
Depart: Thursday, March 02, 2006
Return: Thursday, May 18, 2006

Transfers

Airport transfers on arrival and departure including luggage vans if required. Participants traveling separately from the group must make their own transfer arrangements and inform CAPA of their arrival plans.

6. SERVICES FOR TWO (2) ACCOMPANYING FACULTY

Accommodations

Accommodations for the program dates for each instructor in a furnished one-bedroom apartment in Oxford. Faculty will be provided with a pay as you go mobile phone; a land line in the apartment is not guaranteed.

Flights

Round-trip air transportation (Note: instructors may change their return date at no additional cost provided the request for the change is received in writing no later than 90 days prior to departure from the U.S. Faculty will need to cover any additional costs involved should they depart the US on a date different from the group. CAPA cannot book alternate gateways.)

Other Services

The following services as listed for the students will be provided for the faculty: orientation, group events, excursions and activities, insurance and the transfers.

7. CAPA STANDARD SERVICES

Student/Institution support services

1. Application processing
2. Fee collection/disbursement
3. Flights (group and deviations), if flights are included in the program fees
4. Toll free number for students

Program Brochures

Customized program brochures to include program fees, list of inclusions, excursions, course information, destination information, student application (If included; please see Responsibilities of the Institution page for requirements).

International Program Services Support Team

In-country staff to provide program supervision and support for the duration of the program.

Student Enrollment Packet

Special flight request form (air inclusive programs), instructions for applying for and using Financial Aid, housing application, World Student Insurance.

Pre-departure Orientation

Comprehensive pre-departure handbook covering travel details, accommodations, finances, local area and housing descriptions, culture shock and adjustment to host culture.

Monday Memos

Informative newsletters highlighting current events in the program country, cultural topics, up-dates on program activities.

Crisis and Emergency Management

24-hour emergency assistance team in-country.

World Student Insurance (Faculty and Students)

Basic accident, sickness, trip cancellation, trip delay, trip interruption and baggage loss.

Professional Liability Insurance

Providing coverage for bodily injury, personal injury, property damage, and professional errors and omissions with a \$5,000,000 aggregate limit.

8. PROGRAM FEES

Program fees are per person and include all services listed above, as well as airport security taxes of \$149.00.

Based on:

15 - 19 students and 2 instructors:	\$7,729.00
20 - 24 students and 2 instructors:	\$6,959.00
25 - 29 students and 2 instructors:	\$6,499.00

Land Only

Participants who do not wish CAPA to provide flights may deduct \$518.00 from the program fee. Note: There must be at least ten participants traveling together on the outbound flight in order to keep the group rate.

Note on Content

Prices and inclusions are subject to change until this program agreement is executed by both parties. Additionally, CAPA reserves the right to alter the program dates if the airlines cannot confirm seats in an appropriate class of service on the dates requested.

9. AGREEMENT

Please indicate acceptance of this Program Agreement by signing and returning both copies of this document and the Master Agreement of Terms and Conditions to CAPA. All reservations and services are subject to availability. CAPA will return one fully executed copy for your records.

Riverside Community College District CAPA, Inc.

By _____

By _____

Title _____

Title: Contracts Administrator

Date _____

Date _____

This Program Agreement should be signed and forwarded to:
Contracts Administrator
CAPA Irvine
2021 Business Center Dr., #209
Irvine, CA 92612

Centers for Academic Programs Abroad (CAPA)
Master Agreement of Terms and Conditions
For the calendar year 2006

This Master Agreement is between the Centers for Academic Programs Abroad Inc., "CAPA," a California non-profit organization, and Riverside Community College District, hereinafter referred to as "The Institution." This Master Agreement applies to all programs undertaken between the two organizations, the specific details of which will be contained in the Program Agreement and any Addenda subsequent to the Program Agreement signed by both parties. This Master Agreement and the Program Agreement together form the "Contract" between CAPA and the Institution.

CAPA agrees to provide the services described in the Program Agreement subject to the following terms and conditions.

I. Program Fees

- A. Program costs and services described in the Program Agreement are subject to confirmation upon receipt of a signed copy of the Program Agreement indicating acceptance. Program fees are based on air fares, land costs, foreign exchange rates, U.S. and foreign taxes, and other costs effective on the date of the Program Agreement and are subject to change at any time until it has been signed and accepted by both parties.
- B. CAPA reserves the right to alter program fees to reflect changes in exchange rates or in the event of any force majeure.
- C. Program fees do not include costs for faculty companions or family. Companion requests must be made no later than 90 days prior to departure. Companions must purchase CAPA insurance of \$50 per person. Once special services are confirmed there are no refunds or changes allowed. Faculty companions who wish to depart separately from the group departure date will be charged an additional fee of \$150.00. CAPA cannot book alternate departure/return gateways. All requests for air deviations must be provided in writing to CAPA no later than 90 days prior to departure from the USA. Companions will not be able to make any changes to the excursion inclusions as listed in the Program Agreement, and CAPA does not make personal travel arrangements for faculty or their companions.
- D. When Air is included in the program fee, US and foreign airport security fees, custom hall fees, ticket handling fees and departure taxes of \$149.00 (subject to change) are not included in the program fees unless otherwise indicated in the Program Agreement.

II. Departure Dates, Facilities and Services

Upon receipt of a signed Program Agreement, CAPA will submit official requests for venues and with the airlines for the flights. CAPA reserves the right to change the

departure and return date (to within one week of the originally scheduled date) and to substitute comparable facilities in the event that those originally proposed are not available.

CAPA requires final program enrollment information no later than 70 days prior to departure from the USA. At that time, CAPA will reconfirm venues and will begin to book contracted services such as excursions and theater tickets.

III. Faculty Apartments (where included)

The size of the faculty apartments and/or length of stay as listed in the Program Agreement may be increased for an additional charge. All requests should be discussed with the Program Coordinator no later than 100 days prior to departure from the USA. The Program Coordinator will provide a price range for the size upgrade at that time. The faculty/institution will need to confirm in writing that they agree to a cost within this range no later than 90 days prior to departure from the USA. The final cost will be provided when the flat is confirmed approximately 7 days prior to the start of the program, and the faculty/institution will be invoiced accordingly.

All finder's fees are included. Utilities including gas, water, electricity, phone line rental and phone calls are not included at the apartments. Faculty will pay a deposit of \$400 which will be applied towards any final utility bills or other expenses incurred during their stay (some bills may be paid on site). In the event that these costs exceed \$400, CAPA will invoice the instructor for the additional amount following their return to the U.S. Faculty should bring towels with them. Addresses will be provided approximately 7 days prior to the start of the program.

IV. Cultural Funds and Stipends

Where applicable, stipends and cultural funds which are calculated on a 'per participant' basis and will be disbursed in the currency noted in your Program Agreement, no currency changes are possible once the Program Agreement is signed. All funds listed as being in US dollars will be provided by check 7 days prior to departure from the US on the basis of those participants who were paid in full 30 days prior to departure. Any adjustment to these funds will be made by check within seven to 21 days following the commencement of the program. All funds listed in local currency will be held in the overseas office and distributed as requested by the administration or group leader.

V. Changes in the Program

- A. Any changes, other than those mentioned in I and II above, agreed to between the parties, will be described in the Program Agreement which will be executed by both parties and which will become a part of the Contract. No changes may be made to the Program Agreement within 90

days of the start of the program, other than those resulting from low enrolment as described below.

- B. CAPA can book non-contracted services for the group once they are overseas. All non-contracted bookings are subject to an administrative fee and all excursions booked by CAPA require a tour escort or a signed liability waiver. CAPA requires notice of one month from the requested date for excursions and two weeks from the requested date for theater tickets or local activities to process the request. All requests must be made by the faculty or administrator and must be for the group; no individual travel bookings for faculty or students can be made. CAPA must be informed at the time of the request whether the non-contracted services are to be billed to the home institution or if participants will pay cash to CAPA prior to the excursion or activity taking place.

VI. Institution Responsibilities

The institution will supply faculty members as appropriate to carry out the core academic program for its students. Full control of the academic program, including, but not limited to enrollment requirements, procedures, administration and granting of credit will be vested in The Institution and its designated representatives.

VII. Governing Law

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the State of California. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of California.

VIII. Modification

This Agreement and subsequent Program Agreement, constitutes the full and complete understanding of the parties on the subject hereof and supersedes all prior understanding or agreements on that subject. No modification or amendment of any provision of this Agreement will be effective unless it is made in writing and signed by an officer of CAPA.

IX. Subcontractors

The Institution agrees not to contract with directly or indirectly, or in any way use any contacts, personnel, facilities, or suppliers utilised during a CAPA program, for a period of three years from the return date of any given program.

X. Indemnification

CAPA agrees to hold harmless and indemnify the Institution from any suits, claims, or damages caused by the gross negligence of CAPA. The Institution agrees to hold harmless and indemnify CAPA from any suits, claims, or damages caused by the gross negligence of the College and its employees. CAPA and the Institution agree to notify each other in writing within five (5) days of receipt of any suit or claim which could affect the liability of either party.

XI. Financial Responsibilities

All applications received by CAPA are subject to availability. In the event that CAPA cannot accept an application, the applicant will receive a full refund. CAPA does not accept applications for participants who will be under the age of 17 on the date of departure.

- A. **Programs Where Fees Are Paid Directly to CAPA by the Students**
A \$300 deposit of which \$250 is non-refundable is due with the initial application. The remaining balance is due 70 days prior to departure from the USA. A late fee of \$100 will be applied to all accounts with outstanding balances, or to any student who has not submitted a completed housing information form 70 days prior to departure. New applications received after the 70-day deadline will be accepted based on availability provided they are accompanied by payment in full plus the \$100 late fee, a completed housing form, and any additional increased costs for services resulting from late enrollment. CAPA reserves the right to cancel without refund any student who has not paid in full 70 days prior to departure.
- B. **Deferred Payments for Financial Aid Recipients**
Students requesting Financial Aid may be eligible for a deferred payment schedule. Any student who submits a completed CAPA Financial Aid Disbursement Form (approved by the college financial aid office), accompanied by payment for no less than 30% of the program fee (including any costs listed separately such as airfare, air taxes or housing costs) at least 70 days prior to departure, will receive a deferral of the balance of the program fees until 30 days prior to departure. Students should refer to Section 3 of the Agreement and Release form. Note that all students, including those requesting financial aid, who have not met the 30% payment deadline or whose housing form has not been received 70 days prior to departure, will be assessed a \$100 late fee.
- C. **Programs Where Fees Are Paid to CAPA by the College**
Payment Schedule for Program Fees:

Completed student applications and housing forms must be received by 70 days prior to departure from the USA. A late fee of \$100 will be applied to all accounts with outstanding balances, or to any student who has not submitted a completed housing information form 70 days prior to departure. CAPA will invoice the Institution directly for all fixed costs described in the program agreement and addenda, based on enrolment numbers at time of invoicing. Fixed costs may include: program fees, housing deposits, air fees and taxes (if applicable), internship fees, faculty fees, extra adjunct faculty fees and cancellation fees. Payment of this invoice must be received in full, in US dollars, 30 days prior to the start of the program. CAPA will invoice the college directly once the program has commenced for any uncollected fixed charges and non-contracted services that may be applicable. Additional charges (if applicable) include: adjunct faculty fees, faculty fees, excursion fees, program fees or cancellation fees dependent on enrolments at the time of departure and any discrepancies identified from the initial invoice. Payment of any additional invoice must be received, in full, in US dollars, 30 days after commencement of the related program.

XII. Cancellation and Refund Policy

Cancellation of the program, or of individual participants, must be submitted to CAPA in writing.

Refunds are processed according to the following schedule:

Withdrawal date:

60 or more days prior to departure: deposit	Full refund less \$250 non-refundable
46 to 60 days prior to departure:	Full refund less 25% of the program fee and the \$250 non-refundable deposit
22 to 45 days prior to departure:	Full refund less 50% of the program fee and the \$250 non-refundable deposit
21 or fewer days prior to departure:	No refund

Once the program has started, no refunds will be made by CAPA for any portion of the program which a participant has declined. Additionally, no refunds will be made by CAPA for any unused services following a withdrawal from the program. Participants cancelling for a reason covered by Insurance should submit a claim directly to the insurance company.

Services provided for faculty and paid directly by the institution are also cancelled according to the preceding schedule.

*Non-refundable land and air services may include, but are not limited to, theatre tickets, entrance fees, hotel or other accommodation, train tickets, meals, airline penalties.

XIII. Air-Inclusive Programs

- A. US and foreign airport security fees, customs hall fees, ticket-handling fees, US, municipal and foreign departure taxes of \$149.00 (subject to change) are not included in the program fees unless indicated in the Program Agreement. Fuel surcharges, if any, levied after a program fee has been agreed, are also not included unless indicated in the Program Agreement. All such fees will be invoiced separately to the program fees.

- B. Participants may extend their stay overseas provided that their Special Flight Request form is received by CAPA no fewer than 90 days prior to departure from the USA and is accompanied by a change fee of \$150. All such requests are based on availability in an appropriate class of service and subject to individual airline agreements. If the requested dates are not available or the student does not accept the itinerary, then a refund of \$125 will apply.

XIV. Minimum Number of Passengers

Program fees are based on minimum enrollment as stated in the Program Agreement. CAPA and the Institution agree to review the number of enrollments no later than 90 days prior to departure from the USA. If enrollments are lower than projected the following options are available:

- a) Make changes or cuts to the program to reduce the program fee
- b) Increase the program fee
- c) Cancel the program

Such changes must be agreed upon no fewer than 80 days prior to departure from the USA. If a program is canceled more than 70 days prior to departure due to low enrollment, all participants are entitled to a full refund. If a program is cancelled within 70 days of departure, refunds will be distributed according to the cancellation policy described in section XII. above.

XV. Agreement

BOTH PARTIES hereto warrant and represent that they have full right, power, and authority to execute this Agreement on the date signed.

Riverside Community College District
Abroad Inc

Centers for Academic Programs

Signed _____
Title _____

Signed _____
Contract Administrator

Date

Date

**This master agreement should be signed and forwarded to:
CAPA Irvine
2021 Business Center Dr., #209
Irvine, CA 92612**

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-9-c

Date: April 19, 2005

Subject: Agreement with Adventureland Safari-National/International
Study Programs

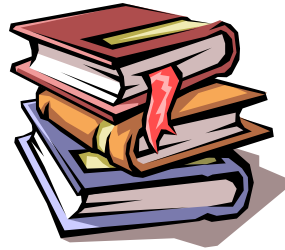
Background: Attached for the Board's review and consideration is a proposed contract between Riverside Community College District and Adventureland Safari-National/International Study Programs to provide classroom facilities, faculty and student housing, transfer transportation, academic guide, group airfare and insurance for the summer session study abroad program in Prague and Cesky Krumlov, Czech Republic and Budapest, Hungary, from June 29, 2005 through July 14, 2005. Funding source: No cost to the District.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Adventureland Safari-National/International Study Programs, from June 29, 2005 through July 14, 2005, at no cost to the District, and authorize the Vice Chancellor, administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Jan Schall
Coordinator, International Education/Study Abroad Programs



N/ISP

(National / International Study Programs)

PROGRAM PROPOSAL
RIVERSIDE COMMUNITY COLLEGE
DISTRICT
Prague – Český Krumlov – Budapest educational tour
June 29 to July 14, 2005

1. What is N/ISP (National/International Study Programs) and what services does it provide?

N/ISP is a subsidiary company of Adventureland Travel and Tours. Acting as a travel contractor for study programs, N/ISP will provide the following services:

- a. Travel and living accommodations for students and faculty members participating in the Prague-Ceský Krumlov-Budapest educational tour.
- b. Assistance through its Prague office to students having medical and logistical problems or needing individual travel arrangements.
- c. Escort services and assistance by one of its representatives for the duration of the program.
- d. Orientation meetings both prior to departure from the U.S. as well as on arrival in Prague.
- e. Synopsis booklets on the historical and cultural aspects of Prague and the Czech Republic, if requested by Riverside College.
- f. Arrangements for an English speaking Charles University (UK) instructor to escort the group and lecture on subjects related to the culture, history, politics and economics of Eastern European countries throughout the entire tour.

2. Dates for Program

- Depart LAX for Prague: Wednesday, June 29, 2004
- Depart Budapest for LAX: Thursday, July 14, 2004

3. Itinerary of Program

The following itinerary was negotiated between RCC and the UK instructor who will escort and lecture the students:

June 29, Wednesday:	LAX departure	
June 30, Thursday:	Prague arrival	Prague: 7 nights
July 07, Thursday:	Prague → Český Krumlov	C.Krumlov: 2 nights
July 09, Saturday:	Český Krumlov → Budapest	Budapest: 5 nights
July 14, Thursday:	Budapest departure – LAX arrival	

4. Air and land transportation

- N/ISP will be responsible for all transportation related to the tour program in Prague and neighboring countries. N/ISP will make arrangements for smooth departures, transfers, and arrivals related to the trip.
- N/ISP will provide peak-season, round-trip air transportation from Los Angeles to Europe on a regularly scheduled carrier. Preference will be given to airlines with only one change of planes and with the shortest possible layover between flights, in any case no less than two hours. Due to recent events and their impact on air travel, airlines have been reducing the number of flights and changing schedules on short notices. At the present time no carrier flies non-stop from LAX to Prague and from Budapest to LAX.
- N/ISP will provide airport transfers in Prague on arrival and in Budapest on departure.
- N/ISP will provide passes to students and instructors on all public conveyances in Prague (metro, trams, buses and funicular) for the duration of the stay in Prague.
- Land transportation from town to town will be by air-conditioned motorcoach. Stops will be made, as requested, at gas stations or markets with restroom facilities.

5. Living accommodations for students

- In Prague students/faculty will be housed in twin bedded rooms with private facilities in a recently built, modern 3-star hotel in the New Town area. The hotel has an elevator and a 24-hour reception service.

In addition, it has a lobby bar, a restaurant open for buffet breakfast, lunch and dinner, a laundry service, and a courtyard with free parking. Twin bedded and single rooms are equipped with refrigerator/minibar, telephone, radio, satellite TV, tiled facilities with bath or shower, toilet, and hairdryer. Excellent public conveyances – trams and metro – are within short walking distance, connecting with key areas of both New and Old Town.

- In Český Krumlov the group will lodge in twin bedded rooms in one or two 4-star hotels situated face-to-face in the most central location of town.
- In Budapest the group will lodge in a centrally located 3-star hotel being upgraded to a 4-star level by a major hotel chain
- In all hotels an abundant, Swedish style buffet breakfast is served daily.
- 24-hour receptionists will relay messages received by telephone or fax. In case of emergency the receptionist will promptly contact the N/ISP representative and/or the N/ISP office in New Town, as well as designated faculty teachers, if so instructed.

6. Social programs / orientations

- N/ISP will conduct a pre-departure orientation meeting to cover such general aspects as Eastern European culture and social customs, as well as practical information concerning how to exchange money, how to get laundry service, how to send and receive faxes and e-mail, and how to find inexpensive but good restaurants. Students holding passports other than USA will be required to bring their passports with the appropriate visas for the Czech and Hungarian Republics. A second orientation meeting will take place on day of arrival in Prague along with a complimentary welcome dinner. Students will be given the transportation passes and instructions as to how to use them. They will also be given detailed instructions in case of medical emergencies or in case Police assistance should be needed while in town. A list of pharmacies, postal offices, laundry establishments, internet facilities, banks, ATM machines (“Bankomats”), good and inexpensive restaurants, etc. will also be provided.

7. Local Staff Assistance

- A N/ISP representative will meet the group at the LAX airport on departure and any other time during the program, as requested by the Director of the Program. The representative will be available to instructors and participants throughout the program.

8. Safety / crisis management plan

- A 24-hour English speaking receptionist will be instructed to promptly report to the N/ISP representative as well as the N/ISP office any emergency or other situation requiring prompt attention and assistance
- The N/ISP office on Italska street in the New Town will be available for help and assistance seven days a week until late evening hours. All employees of the office are bilingual; they are instructed to provide immediate assistance in case of accidents, medical emergencies, or situations requiring police intervention.
- A list of local pharmacies and Medical Clinics with English-speaking doctors will be provided by N/ISP for students wishing to seek care for non-emergency medical problems.
- The RCC Director of the Program will be promptly notified of any bona-fide emergency situation and will be informed about the steps being taken to control it.

9. Entrance fees and sites of cultural interest

- N/ISP will provide some entrance fees to Museums, Cathedrals, Galleries and Castles
- If requested by the RCC program director and/or the UK instructor, N/ISP will arrange for lectures at sites of cultural / historical significance, such as Villa Bertramka, Slavonic Island, Bethlehem Chapel, Olšany cemetery, Vyšehrad, Sts.Cyril and Methodius Cathedral's crypt, the village of Lidice, Zizkov hill, etc. contingent on changing local regulations and restrictions.

10. River cruise

- N/ISP will organize a cruise on the River Vltava (previously called "Moldau").

11. Meals

- Welcome dinner on arrival in Prague
- Daily breakfast.
- Farewell dinner with folklore show in Budapest

12. Insurance for students and Faculty

- N/ISP will provide each student and faculty member with an ISIC (International Student Identification Card) which includes a limited emergency health insurance policy for necessary hospitalization, medical transportation, in-hospital doctor fees, etc.
- Students who carry no insurance in the United States can, for a reasonable fee, buy extra coverage through N/ISP.

13. Contractor's Insurance and Registration.

- N/ISP holds foreign general liability and errors and omissions insurance policies to the amount of \$1,000,000 / 3,000,000.
- Through ADVENTURELAND TRAVEL, N/ISP is registered with the California Seller of Travel Program, CST #2018845-10, and is a participant in the Travel Consumer Restitution Fund (TCRC). Registration as a seller of travel does not constitute approval by the State of California.
- Passengers may request reimbursement from TCRC if they are owed a refund of more than \$50 for transportation or travel services which was not refunded in a timely manner by a seller of travel who was registered and participating in the TCRC at the time of the sale. The maximum amount that may be paid by the TCRC to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRC within six months after the scheduled completion date of the travel. A claim must include sufficient information and documentation and a \$35 processing fee. Passenger must agree to waive his/her right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which the claim is filed with the TCRC, if claimant was located in California at the time of the sale. A claim form can be requested by writing to: Travel Consumer Restitution Corporation
P.O. Box 6001
Larkspur, CA 94977-6001
or by faxing a request to: (415) 927-7698
- Passengers purchasing travel outside of California are not covered by the California Travel Consumer Restitution Corporation.

14. Cost of program: \$2,500 per person, which includes:

- Air transportation from / to LAX
- All airport, departure, security and fuel-surcharge taxes in connection with air travel
- Airport transfers in Prague and Budapest
- Accommodations on a double-occupancy basis in 3 and 4-star hotels
- Motorcoach transportation from town to town
- Daily buffet breakfast
- Welcome dinner in Prague and farewell dinner in Budapest
- Escort and teaching services by a Charles University Professor
- Pass on all public transportation in Prague (metro, trams, buses and funicular) for the duration of the stay in Prague
- Cruise on the Vltava (Moldau) River
- Some entrance fees

- ISIC card
- Escort throughout tour by a N/ISP representative

15. Payment schedule and procedures

1st payment of \$500	at time of registration
2nd payment of \$1,000	due March 26, 2005
Balance of payment	due April 13, 2005

*Checks are payable to N/ISP. First payment should be sent to RCC.
N/ISP will be responsible for collecting the balance.
VISA and MASTERCARD payments are accepted: there is a 4% processing
fee for cancellations.*

*There will be a \$25 per person service fee for any final payment received
after the due date, and a \$25 fee for each bounced check.*

16. Cancellations

Cancellation charges are as follows:

Until March 26, 2005	\$200
From March 27 to April 25	\$1,400
From April 25 to May 31	\$1,800
June 1 st and thereafter	no refund

Notification of withdrawal from the program must be made in writing, with proof of mailing, to N/ISP, ADVENTURELAND TRAVEL & TOURS, 10738 Riverside Drive, Suite D, North Hollywood, CA 91602. Refunds will be calculated according to the post office date on the certificate of mailing.

17. Subcontracting and responsibilities

- N/ISP will perform the services listed above, subcontracting with other entities (airlines, hotels, tour companies, etc.) as required. N/ISP is not responsible for airline delays of any kind, or for expenses or loss incurred as a result of such delays. In regard to transportation/travel, regardless of the type of vehicle, N/ISP acts for the passenger as agent only. N/ISP assumes no liability for accident, injury, damage, or loss in any transportation conveyance, or as a result of default by any person or company engaged in transporting the passenger.
- N/ISP will not be responsible for losses due to student's acts of negligence, replacement of lost items (such as passports, conveyance tickets, etc.), for items of a personal nature (such as use of mini-bar, personal telephone calls, faxes and e-mail, personal laundry) or for damages to furniture, etc.
- N/ISP – not Riverside Community College – is responsible for all travel arrangements and any liability arising therefrom. Riverside Community College is NOT liable for any damages arising out of the services described

herein, including, but not limited to any promises or representations, whether expressed or implied. Nothing contained herein shall be construed to in any way bind Riverside Community College, the Riverside Governing Board, any of its agents, employees, or representatives to any promises, obligations, covenants or duties, whether expressed or implied herein.

18. Indemnification

“It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold ADVENTURELAND SAFARIS, LLC and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

It is mutually agreed and understood that, during the term of this Agreement, ADVENTURELAND SAFARIS, LLC shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of ADVENTURELAND SAPHARIS, LLC, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.”

For Riverside Community College

_____Date_____

For N/ISP (National/International Study Programs)

_____Date_____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-10

Date: April 19, 2005

Subject: Contract with the Foundation for California Community Colleges (FCCC)
AmeriCorps Local Emergency Readiness Team (ALERT) Project

Background: Attached for the Board's consideration is a contract between Riverside Community College District and the Foundation for California Community Colleges for the purpose of providing grant funding, fiscal management, and accountability for the AmeriCorps Local Emergency Readiness Teams, (ALERT), a new service-learning project. The ALERT project provides an opportunity for 43 AmeriCorps members to serve their community as a prelude to a career in teaching, public safety and/or the emergency management field. The ALERT project seeks to enhance and expand disaster preparedness services for vulnerable populations by integrating community college students into the traditional disaster preparedness network of organizations, and extending services to schools, neighborhoods, and community faith-based organizations. The term of contract is August 1, 2004 through January 15, 2008. Riverside Community College District shall receive \$79,490.00 per year for three years, for a total of \$238,470.00. Funding source: Foundation for California Community Colleges.

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

Recommended Action: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and the Foundation for California Community Colleges, from August 1, 2004 through January 15, 2008, for a total of \$238,470.00, and authorize the Vice Chancellor, Administration and Finance, to sign the contract.

Salvatore G. Rotella
Chancellor

Prepared by: Ola Jackson
Associate Dean, Teacher Preparation and Education Programs



**AMERICORPS GRANT AGREEMENT
BY AND BETWEEN THE
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND THE
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)**

This Agreement between the Riverside Community College District and the Foundation for California Community Colleges (FCCC) is entered into this 1st day of August, 2004 for the purposes of providing grant funding, fiscal management, and accountability for the AmeriCorps Local Emergency Readiness Teams Project operated by the District's Riverside College.

The Agreement includes the following Attachments:

Attachment A: Program Narrative

Attachment B: Annual Work Plan

Attachment C: 2004-2005 AmeriCorps Program Budget Summary and Narrative Forms

Attachment D: Additional 2004 AmeriCorps Grant Award-Terms and Conditions

Attachment E: Reimbursement Rates and Conditions

Attachment F: Cost Per FTE Policy

Attachment G: Certifications and Assurances

1. GRANT FUNDING

The Foundation for California Community Colleges (FCCC) provides centralized fiscal and administrative services to community college districts for the AmeriCorps funding as set forth in this Grant Agreement. FCCC is the official auxiliary foundation for the California Community Colleges system, recognized by the Board of Governors under the provisions of the California Education Code section 72670.5.

The District agrees to perform all its duties as a grantee and to comply with all state and federal law and regulations applicable to its AmeriCorps grant, including those identified in this grant agreement, the AmeriCorps Provisions (<http://www.americorps.org>), the AmeriCorps Fiscal Manual (<http://www.csc.ca.gov/gcentral/policies.asp>), and Corporation for National and Community Service regulations (by reference) <http://www.americorps.org/resources/index.html>.

2. DUTIES OF THE DISTRICT AS GRANTEE

The District shall:

2.01 Complete the tasks and requirements described in this Agreement.

2.02 Use the Web-Based Reporting System (WBRS), a secure internet based data system, to record and track member information including enrollment, change of status, exit/end of term and time logs.

2.03 Ensure the appropriate stewardship of federal funds and adherence to the Corporation for National Service guidelines and regulations for maintaining and adhering to federal financial management expectations and procedures.

2.04 Monitor the day-to-day operations of grant-supported activities to assure compliance with applicable federal and state requirements and achievement of program objectives. This includes monitoring of service provided by members, documentation of member eligibility, service hours, and impact on objectives.

2.05 Establish a system for collecting and organizing data on an on-going basis. Programs must have a system that permits the evaluation and monitoring of program activities, including tracking the progress toward annual objectives, instituting procedures that provide for regular "customer feedback" that will be used to improve program quality. (FCCC will provide some of these forms and processes).

2.06 Adhere to established grievance procedures for the resolution of any disputes by AmeriCorps members.

2.07 Maintain Internet e-mail capability and subscribe to the AmeriCorps listserv run through the National Service Resource Center at ETR Associates.

2.08 Encourage AmeriCorps members to participate in local activities that encourage national service and promote opportunities for Californians to provide public serve.

2.09 Provide members the opportunity to participate in national service days, including Martin Luther King, Jr. Holiday, National Volunteer Week, National Youth Service Day, and Make A Difference Day.

2.10 Comply with all provisions of the AmeriCorps Program design, program operation, monitoring and evaluation contained in the grant between FCCC and the Governor's Office on Service and Volunteerism. A copy of this grant can be obtained by contacting FCCC's AmeriCorps Director.

2.11 Comply with Titles VI and VII, Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793 794); Title IX, Education Amendments of 1972 (20 U.S.C. 1618 et seq.); Chapter 4 (beginning with Section 30), Division 1, Title 5, California Code of Regulations; and Section 613(a), Individuals with Disabilities Education Act of 1975, as amended.

3. Term of Grant

The term of this grant shall be for a period of three program years (see below), beginning August 1, 2004 and through January 15, 2008. All performance under this grant shall be completed by December 31, 2007, except that FCCC's AmeriCorps Director must receive the Final Report and Final Expenditure Statement no later than January 15, 2008.

Program Year	Performance Start Date	Performance End Date	Final Report and Expenditure Date
2004 - 2005	August 1, 2004	December 31, 2005	January 15, 2006
2005 - 2006	August 1, 2005	December 31, 2006	January 15, 2007
2006- 2007	August 1, 2006	December 31, 2007	January 15, 2008

Please note: though the term of the grant is 16 months for each program year, all campuses are expected to operate their AmeriCorps program within a 12 month program term, whereby all members are enrolled and complete their term of service within the 12-month program term.

4. Grant Amount and Payments

In consideration of satisfactory performance of services described in this Agreement and Attachments, the FCCC agrees to pay the District a total amount not to exceed \$79,490.

Grant funds shall be expended only for the items and amounts identified (e.g., Grant Administrative Costs) and in support of the AmeriCorps project activities described in this Agreement.

Payments shall be made as set forth below.

- a. Payments shall be made monthly in arrears on a cost reimbursement basis upon FCCC's receipt of an invoice from the District no later than the 15th day of the month following the invoiced month. Late invoices will be held over for payment in the following month.
- b. Payments to be made to the District as specified herein shall include all taxes of any description, federal, state, and municipal, assessed against the District by reason of this grant.

c. Funds not obligated or committed by the District for the purposes of the grant by the end of the performance period for each year (December 31st) shall revert back to FCCC.

4. Grant Revisions and Number of Members

4.1 Changes to this Grant Agreement, the District's performance objectives, work plan, or budget must receive prior written approval by FCCC's AmeriCorps Director.

4.2 The final dates for enrolling new members into the AmeriCorps Program are given below. Prior to these dates FCCC may adjust the number of members to be served and/or the District's grant amount.

Year 1 - January 29, 2005.

Year 2 – January 29, 2006.

Year 3 – January 29, 2007.

5. Reports

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

5.1 Progress-to-Date Reports

First: January 15 of each program year.

Second: April 15 of each program year.

Third: July 15 of each program year.

Fourth: October 15 of each program year.

End of Year Report: 14 days from the end of each program year.

5.2 Monthly Expenditure Reports

The fifteenth day following the month in which the expenditures were incurred.

5.3 Final Expenditure and Progress Reports (three copies)

Year 1: January 15 2006.

Year 2: January 15, 2007.

Year 3: January 15, 2008.

6. Program Evaluation and Data Collection

Districts shall provide all data and reports which may be requested by FCCC, AmeriCorps, and/or third party evaluators.

7. Grant Audit

The parties entering into this Grant Agreement to be subject to the examination and audit of the State Auditor for a period of five (5) years after final payment for each program year under the grant.

The District agrees to obtain a timely audit where required in accordance with applicable audit guidelines. In the case of grants supported with federal funds, this shall include audit requirements of the applicable federal Office of Management and Budget (OMB) Circular.

All subcontracts or subgrants entered into pursuant to this grant shall be subject to the examination and audit by the State Auditor for a period of five (5) years after the final payment for each program year under the grant.

8. Travel

For travel necessary to the performance of this grant, travel expenses must adhere to regulations as described in **Attachment F. Reimbursement Rates and Conditions**. Reimbursement shall be limited to the amount of the most cost-effective mode of travel.

9. Availability of AmeriCorps Funds

9.1 Grants which are funded in whole or in part by the federal government contain a thirty day cancellation clause and the following provisions:

9.2 It is mutually understood between the parties that this grant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant were executed after that determination was made.

9.3 This grant is valid and enforceable only if sufficient funds are made available to the FCCC by the United States Federal Government for the current fiscal year for the purposes of this program. In addition, this grant is subject to any additional restrictions, limitation or conditions enacted by GOSERV, AmeriCorps, or Congress that may affect the provisions, term or funding of this grant in any manner.

9.4 It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant shall be amended to reflect any reduction in funds.

10. Intellectual Property, Inventions, and New Technologies

10.1 Any ideas, concepts, know-how, or techniques relating to intellectual property and applied technologies developed during the course of this grant by the District, or jointly by the District and the State, can be used by either party in any way it may deem appropriate unless specifically specified in writing.

10.2 All inventions, discoveries or improvements of the intellectual property and applied technologies developed pursuant to this grant, shall be the property of the State. The State agrees to grant a nonexclusive royalty free license for any such invention, discovery, or improvement to the District or any person and further agrees that the District or any other such person may sub license additional persons on the same royalty free basis unless limitations are clearly negotiated prior to development.

10.3 This grant shall not preclude the District from developing materials outside this grant that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this grant.

10.4 If this grant involves private sector participants, patent rights for subject inventions (if any) shall be defined in a private sector agreement between the District institution and the private sector participants. FCCC shall retain for state purposes limited intellectual property rights. This limited right is a royalty free, nonexclusive, non-transferable, irrevocable license, for governmental use of any knowledge, data, know-how, and materials (including devices and prototypes) conceived and first actually reduced to practice during the term of the grant.

10.5 The District shall obtain these same rights for the State from all subcontractors and others who produce copyrightable material, intellectual property and applied technologies under this grant. The District shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors.

10.6 No subcontract shall be entered into without these rights being assured to the State from the subcontractor.

11. Personal and Real Property

Personal and real property procured with these funds will be used for the purpose of the grant and will remain the property of the State. The District will adhere to all property management procedures and property accountability requirements as published by the State.

12. Standards of Conduct

The District hereby assures that, in administering this grant, it will comply with the standards of conduct hereinafter set out, for maintaining the integrity of the grant and avoiding any conflict of interest in its administration.

12.1 General Assurance: Every reasonable course of action will be taken by the District in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The grant will be administered in an impartial manner, free from personal, financial, or political gain. The District, its

executive staff, and employees, in administering the grant, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

12.2 Conducting Business: No relative by blood, adoption, or marriage of any executive or employee of the District will receive favorable treatment for enrollment in services provided by, or employment with, the District.

Executives and employees of the District must be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the grant, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

When it is in the public interest for the District to conduct business with a friend or associate of an executive or employee of the District, an elected official in the area, or a member of the district governing board, a permanent record of the transaction will be retained.

12.3 Avoidance of Conflict of Economic Interest: An executive or employee of the District, an elected official in the area, or a member of the district governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by the District or the State. Supplies, materials, equipment, or services purchased with grant funds will be used solely for purposes allowed under the agreement.

No member of the district governing board may cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

13. GENERAL TERMS AND CONDITIONS

13.1 Termination: Either party may terminate this Agreement by providing 30-day written notice to the other, specifying the final date (Termination Date”) for services to be performed. Any termination of this Agreement will not relieve the District from its obligation to pay FCCC (i) any amounts owing from any current or prior invoices and (ii) the amounts for any Services performed or out-of-pocket expenses incurred by FCCC on behalf of the District for the time period up to and including the Termination Date, any and all such amounts will be immediately due and payable to FCCC on such Termination Date. In addition, the District shall reimburse FCCC for any and all out of pocket expenses incurred during this time period. The Agreement shall become effective on the date first shown below and will continue in effect until the Termination Date.

13.2 General Terms and Disputes: This Agreement shall be binding on the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns. There will be no assignment or transfer of this Agreement, or of any interest in this Agreement, unless both parties agree in writing. This Agreement shall be governed for all purposes by the laws of the State of California. This Agreement supersedes all prior agreement, oral or written, between the parties and is intended as a complete and exclusive agreement between the parties. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect. Any disputes may be resolved by a neutral third party mediator mutually agreed upon by both parties, if possible. In the event of an unresolved dispute, either party may file a "Notice of Dispute" with the CCCCO within ten working days of discovery of the problem. Within ten working days, the Chancellor or his designee shall meet with the parties for purposes of resolving the dispute. The decision of the CCCCO shall be final.

14. District Contacts

14.1 Responsible Administrator (*Appropriate Program Area*)

Name: Irving G. Hendrick Title: Dean, School of Education

Email: Irving.Hendrick@rcc.edu Phone: (951) 222-8417 Fax: (951) 328-3507

14.2 Project Director

Name: Ola Jackson

Title: Associate Dean of Teacher Preparation & Education Programs

Email: Ola.Jackson@rcc.edu Phone: (951) 222-8858 Fax: (951) 222-3890

14.3 District Chief Business Officer

Name: James Buysse

Title: Vice Chancellor, Administration and Finance

Email: Jim.Buysse@rcc.edu Phone: (951) 222-8047 Fax: (951) 222-8893

15. Signatures

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

On behalf of the District:

Signature: _____ Date: _____
Name: Dr. Salvatore G. Rotella
Title: Chancellor

On behalf of California Local Area Service Partners (CLASP):

I certify:

- The need for services covered by this AmeriCorps project.
- My agency and the community college jointly discussed and agreed upon the utilization of the grant funds for this AmeriCorps project.

Signature: _____ Date: _____
Name: Bruce W. Bennett
Title: President
Agency Name: Community Care and Rehab Center
Phone: (951) 680-6501

Signature: _____ Date: _____
Name: Katherine A. Wright
Title: Deputy Superintendent
Agency Name: Alvord Unified School District
Phone: (951) 509-5016

Signature: _____ Date: _____
Name: Ola Jackson
Title: Associate Dean, Teacher Preparation
Agency Name: Riverside Community College District
Phone (951) 222-8858

On behalf of FCCC:

Date: _____
Robert Nolan, Ph.D.
Vice President, Learning Programs

Completed and signed Agreement should be mailed to:

**Attention: AmeriCorps Director
Foundation for the California Community Colleges
1102 Q Street, Sacramento, CA, 95814.**

For information or assistance, please contact Hillery Campbell (916 325-4300 ext 121 or at Hcampbell@foundationccc.org).

Attachment A

PROJECT NARRATIVE

1. Introduction

Riverside Community College District (RCCD) is a multi-campus college District, located in Western Riverside County and serves the educational needs of students within a 450 square mile area. Riverside Community College is the largest two-year institution of higher education in the Inland Empire (Riverside and San Bernardino Counties), with a current enrollment in excess of 35,000 students. RCCD will recruit, enroll and train 43 district-wide students to become AmeriCorps members requiring them to perform 450 hours of service and training. RCCD AmeriCorps members will improve individual and family disaster preparedness plans for the diverse special populations and most vulnerable citizens in the Riverside area. AmeriCorps members will implement a Family Disaster plan designed to ensure that children and their families are adequately prepared to respond in an emergency disaster by designating a family member and determining a common gathering place. Members will provide seniors and other special populations with emergency and individual medical contact cards. These cards will provide vital information needed by first responders. This AmeriCorps member training will consist of 450 hours of college credit and up to 90 hours of disaster preparedness and public safety pre-service training. On-going training will include public safety education, outreach, capacity building, and disaster preparedness with public safety organizations where members will be placed for service.

The goals and objectives of the RCCD AmeriCorps ALERT project are fundamental to the development of an excellent community partnership. The ALERT project will provide members with extensive education and training on disaster preparedness and emergency response techniques that will enhance and support community awareness. Such preparation will have a positive impact on the quality of services provided to the students, parents and business within our community. Riverside Community College District has developed successful partnerships with Alvord Unified School District, Riverside Police Department, Riverside Fire Department, Riverside Volunteer Center and the Riverside American Red Cross to implement the ALERT project. The Alvord School District will provide members the opportunity to serve in thirteen (13) elementary schools and host workshops for parent training. The Riverside Police and Fire Departments will assist with workshops and seminars, and the Riverside American Red Cross will provide curriculum and training from the Masters of Disaster materials, along with materials designed by the community college Emergency Medical Services (EMS), Physician Assistant (PA) and public safety departments. These partnerships will be consolidated to form a California Local Area Service Partnership (CLASP) for this project. One of the objectives of the Riverside Community College CLASP will be to develop a comprehensive disaster preparedness program that will fully prepare our community with the necessary tools to be proactive in case of disasters. An integral component of the ALERT project will be a lower-division Service Learning class that will be articulated with our area universities. This class will provide students with the opportunity to receive transferable service learning credits. Another objective of the Riverside Community College CLASP will be to provide support and guidance to the AmeriCorps ALERT project. In addition, CLASP partners may recommend faculty mentors,

provide information to AmeriCorps members on community service opportunities, as well as employment opportunities and provide support in the solicitation volunteers for the Riverside American Red Cross. RCCD financial aid department will coordinate activities with the ALERT staff to maximize recruitment, increase enrollment and keep AmeriCorps staff informed on policies, procedures, eligibility requirements, and timelines set forth by federal, state, and local entities as it relates to Federal Work Study. RCCD Dean of Student Financial Services will serve as a member of the CLASP. Vigorous AmeriCorps ALERT member recruitment will begin with interested RCCD Emergency Management Team (EMT) students, nursing, police, fire science, and administration of justice students that are interested in pursuing public safety careers. In addition, RCCD AmeriCorps ALERT project will be located within the Teacher Preparation and Service-Learning Office and as a partner to compliment and assist in the development of member obligations. RCCD Service-Learning program is designed to provide opportunity for civic responsibility and engagement of discipline-based learning. One associate dean will be maintaining oversight and direction over this group of programs in order to ensure institutional connectivity between programs.

2. Needs and Service Activities

Historically, Riverside County has had the second highest number of state and federally-declared disasters in California. For example, Riverside County has suffered ten fire disasters since 1970. Much of the County is at risk from wild land fire, which is a severe and growing problem. In October 2003, Riverside experienced some of the most horrendous wild land fires in its history. Since 1975, Riverside County has suffered eleven floods severe enough to merit Presidential declarations of disaster and many earthquakes. In addition, our community is now faced with the possibility of fighting terrorism and must extend our disaster preparedness services to address such potential attacks. The emergency preparedness agencies located within the boundaries of Riverside Community College District (RCCD) have determined that preparation for emergencies have many commonalities that may be addressed under a general emergency preparedness program. The City of Riverside has an Office of Emergency Services (OES) that provides services to the community to prepare for natural, human-caused and technological disasters. The Federal Emergency Management Agency (FEMA) coordinates with OES in providing some emergency services. Riverside City provides the traditional emergency first responders services such as police, fire and paramedic. Other groups such as the American Red Cross and local C.E.R.T. agencies are always on standby. Plans, materials and training are available. However, sufficient staff and volunteers are not available to conduct outreach to heighten public awareness.

RCCD is responding to the need of a rapidly changing community, including dramatic increases in ethnic and language minorities. The vast majority of people are from Hispanic backgrounds and English is their second language. Economically, this area has extremely large pockets of low income neighborhoods. Because the community college student body population has high percentages of ESL students, we are ideally suited to serve this population of the community. Approximately 54% of the population in the service area consists of people of color: 38% Hispanic, 7% African American, 6% Asian and 3% Native Americans or other. Members of the past RCCD AmeriCorps program reflect the above percentages.

3. Description of Activities

Forty-three (43) members will receive up to 90 hours of disaster preparedness/public safety pre service and ongoing training to acquire the necessary skills, abilities, and knowledge needed to provide disaster preparedness and/or public safety education, outreach, capacity building, and recruiting services for the various disaster preparedness and public safety organizations at which the members will be placed; civic education will be integrated throughout the pre-service and ongoing training. All members, prior to commencing service, will participate in a disaster preparedness/public safety training and orientation, and will be certified in CPR and/or First Aid; ongoing training will extend disaster preparedness/public safety training by requiring C.E.R.T. training as well as other service-specific training. A pre-service orientation for students accepted into the program will be held to introduce students to the goals and objectives of the general AmeriCorps Program and the ALERT objectives. Rights and responsibilities as well as program expectations will also be presented. All students will be expected to participate in weekly teambuilding activities and service specific training. Pre-service certification will be measured through various indicators including member attendance and participation in the training, test completion, and instructor observations; 90% of all biannual member performance evaluations from host site supervisors will indicate that members are properly prepared and trained for service. The following activities will take place:

1. Forty-three (43) Riverside Community College District AmeriCorps ALERT project members will improve individual family disaster preparedness by providing in-class disaster preparedness presentations to approximately 1,000 elementary school K-S children. Approximately 80% of the children/families will complete an emergency preparedness and family safety plan. Of which, the children will return the completed plans signed off by their parent/guardian. These children will be a direct conduit to families that would not otherwise receive this mainstream communication and community service.
2. To enhance safety of residences and residents, some AmeriCorps ALERT members will develop and provide medical history emergency contact information cards at various public settings for 1,200 people. The objective is to have 75% percent of these clients agree to carry their medical history card with them at all times evidenced by signing an activity confirmation form. This will enhance individual awareness, civic responsibility and improve rapid response which will increase the community's sense of heighten awareness in relation to public safety.
3. ALERT members will provide information through five workshops on residential, non- structural mitigation to senior citizens and other groups from underserved populations. Approximately 85% of all workshop participants will indicate increased awareness of home mitigation steps that can be taken to make their residence safer in the event of a disaster. Seniors citizens having taken at least one step as measured by workshop evaluations and resident feedback obtained at the time of the resident mitigation service. These activities will take place under the guidance of the RCCD Emergency Medical Services (EMS) and the Physician Assistant (PA) Director. All

- partner agencies will provide the materials and member training for the workshop and community outreach activities.
4. AmeriCorps ALERT members will receive training credit for up to 90 hours of disaster preparedness public safety pre-service training and ongoing training to acquire the necessary skills, abilities, and knowledge needed to provide disaster preparedness and or public safety education, outreach, capacity building for the various organizations in which members will be placed. Training paid for by the grant will include CPR, First Aid certification, SEMS, ICS and C.E.R.T program curriculum. EMT students will receive more in-depth training in emergency response credited toward the educational award.
 5. Citizenship training will be incorporated into the curriculum through a project designed to identify neighborhoods most in need of emergency of preparedness services based on a community survey. All ALERT members will receive high level motivation through participation in meetings, wearing the member uniform and promoting good citizenship in community service activities. AmeriCorps training will include: (1) Developing the analytical, social, and cultural skills to become a more responsible citizen. (2) Fostering positive attitudes toward valuing lifelong learning, citizenship, and service. (3) Increasing the level of member participation within the community. (4) Identifying and improving student attitudes toward diversity issues and community involvement, personal growth, clarification of career choices, ethical development and behavioral changes in terms of civic participation.
 6. ALERT members will participate as team leaders and promote civic engagement by incorporating emergency preparedness into activities for national service days.

4. Past Accomplishments

Riverside Community College District is a three-campus comprehensive community college district. The district provides transfer programs paralleling the first two years of university offerings, pre-professional, career preparation, and occupational and technical programs leading to an associate of arts degree, and associate of sciences and a variety of certificates. Many of the programs were established from federal and state funds such as: Title III, Title V, New Visions, Hi-B Nursing, NSF CSEMS, GEAR-UP, Supporting Actions for Community Engagement (SAFE), and the AmeriCorps Teacher and Reading Development Partnership (TRDP) Grant. The existing RCCD AmeriCorps TRDP program is successful, on track, meeting all benchmarks and objectives, and is finishing the fourth year of operation. Over the past four years, 152 members tutored over 1,520 K-6th grade children for a total of 68,000 hours, members received over 10,000 hours of pre-service training, provided over 100 community presentations, 40 parent training sessions and contributed over 5,000 books to parent lending libraries.

5. Community Involvement

Riverside Community College District has developed successful partnerships with Alford Unified School District, Riverside American Red Cross, Riverside/MoVal EMS and Riverside

Physician Assistant Program to implement the ALERT project. The Alvord Unified School District will provide members with the opportunity to serve in thirteen (13) elementary schools and host workshops for parent training and allow for the distribution and preparation of medical Alert cards. American Red Cross will assist with curriculum development and training in disaster preparedness. The EMS and PA programs will certify members in disaster services, emergency services, mass care, damage assessment, and community first aid and safety and CPR. These partnerships will be consolidated to form a California Local Area Service Partnership (CLASP) for this project. One of the objectives of the RCCD CLASP will be to develop a comprehensive disaster preparedness program that will fully prepare our community with the necessary tools to be proactive in case of disasters. An integral component of the ALERT project will be a lower-division service-learning class that will be articulated with our area universities. This class will provide students with the opportunity to receive service-learning credits. Another objective to the RCCD CLASP will be to provide support and guidance to the ALERT project. In addition, CLASP partners may recommend faculty mentors, provide information to AmeriCorps members on community service opportunities, as well as employment opportunities and provide support in the solicitation of volunteers for the Riverside American Red Cross.

Upon completion of training, AmeriCorps members will educate individuals, families, and faith-and-community-based organizations on disaster/emergency preparedness and safety training. Members will provide Community Education and Health & Safety presentations in under-served communities, with a particular emphasis on elderly, frail, and disabled citizens. These presentations will result in an increase in disaster-related knowledge and change in behavior among 80% of service recipients.

6. Prohibited Services Activities

RCCD AmeriCorps ALERT members will receive a program handbook detailing the rules and policies on prohibited service activities and procedural requirements during pre-service training. A written statement will be provided to all members and site partners to ensure this integrity, signed by both the RCCD director and RCCD ALERT members.

7. (Omitted from Proposal answer is #8)

8. Member Recruitment

It is anticipated that 43 students interested in nursing or public safety, and students interested in participating in this type of project will be recruited and allowed to enroll in the Riverside Community College ALERT project. Members will be recruited from orientation meetings that will begin in July 2004. These orientations will be presented to all community college students and community members who are especially interested in nursing or public safety careers. Information will also be provided to community service programs, and the college counseling and admissions offices of all three campuses.

Applicants to the program will be screened, and interviewed by the AmeriCorps program coordinator, associate dean and the assigned counselor. The K-6, EMS, and PA instructors will assist in the process. Priority for enrollment will be given to students from underserved groups.

A pre-service orientation for students accepted into the program would be held to introduce students to the goals and objectives of the general AmeriCorps program and the ALERT objectives.

9. Member Support

To ensure a student's success in the program, faculty and partner organization mentors will be assigned to students during their first semester in the program. Faculty mentors will be chosen from Riverside Community College public safety programs. All mentors will participate in a mentor training and receive a small stipend for their participation and guidance. Under the supervision of the program coordinator, site visits monitoring the progress for AmeriCorps members will be formally monitored every three weeks and remedial or support services will be provided as needed. All agencies participating as partners with the ALERT project will complete a signed volunteer form that will be on file with the RCC Service-Learning Department.

AmeriCorps members will be required to attend weekly meetings that will include activities and presentations on the ethic of community service and civic responsibility given by professionals in the community. Members will participate in campus student organizations that will support their professional development in education and contribute to their development as members of the community as they become civically engaged. They will also complete at least 54 hours of CPR, First Aid, and disaster preparedness training, along with information seminars and workshops on how to become more civically engaged within the community. In addition, all members will be provided educational guidance, opportunities for hands-on and service-learning experience, and grant and scholarship information. All members will be fingerprinted, and the Student Health Center will provide TB testing for those who need it. All members will be provided workers compensation.

10. Civic Education

Civic responsibility is an important component of curriculum development within the RCCD. The ALERT project will focus on goals set by the Corporation for National and Community Services that include: developing within members positive attitudes through lifelong learning, citizenship, and service for the common good; enhancing the ability of members to discuss and explore their community and the people, processes, and institutions that are most effective in improving community conditions; enhancing the ability of members to plan effective service projects that respond to real community needs; and developing the social, cultural, and analytical skills necessary to effectively participate in American Democracy. Citizenship training will be incorporated into the 54 hour AmeriCorps training and class.

11. Developing Community Resources

RCCD AmeriCorps ALERT project members will utilize the each-one, reach-one approach for recruiting and outreach purposes. Each member will recruit one or more members of the community that will serve along beside them in support of the project. ALERT members will also continuously recruit new organizational partners to participate in the project. These additional partners will also provide supervision, training, educational activities, and community service opportunities designed to develop skills to build productive citizenship activities for

ALERT members while bringing together people from diverse backgrounds. As the project becomes better known, members will increase their service population. The members will be encouraged to become team leader and promote civic engagement by leading efforts to incorporate emergency preparedness into National Service Days.

12. Capacity Building

The RCCD Service-Learning Program will be the conduit for which all ALERT project partner agencies will have the flexibility to mobilize their efforts and expand existing funding by receiving AmeriCorps members as volunteers and receiving members recruited by AmeriCorps members. The combined volunteer strength will allow for capacity building for both the community college and the organizational partners.

13. Sustainability

The RCCD is committed to Service-Learning. The service-learning and community service model is directly addressed in the college accreditation, mission and guiding principles documents. The AmeriCorps Teacher & Reading Development Partnership Program is an integral part of the overall provision of the academic programs on campus. Due to the successful track record of the students, the integration of instructional and student services and continued development of service-learning/community service, RCCD is committed to the program and providing continuous service beyond the funding cycle.

14. Federal Work Study

RCCD financial aid department works closely with the Teacher Preparation Office where this project will be housed. The Teacher Preparation Office will coordinate with the financial aid office to ensure maximum enrollment, informing staff of policies, procedures, eligibility requirements and timelines set forth by federal, state and local policies to assist and meet the ALERT project requirements. RCCD will provide evidence of the FWS 7% community service requirement.

15. Organizational Capacity

The Associate Dean of Teacher Preparation & Educational Programs will oversee and be held accountable for all ALERT Project activities and performance measures. This office will establish and maintain effective communication channels with the budget and finance office to assure that the operation of the project remains congruent with the goals of overall institutional development, supervise the staff, and assist with monitoring activities, authorize project expenditures, and prepare and monitor college and DOE reports. As per our budget, these services are offered in-kind.

16. Budget/Cost Effectiveness

RCCD is committed to the continuation of AmeriCorps projects and will sustain AmeriCorps member activities. This is evident by the current elimination of funding to AmeriCorps projects in 03-04. RCCD has been able to support past AmeriCorps projects on a limited basis due to the commitment and priorities established earlier in its history of community service. We will

continue to explore and pursue additional funding sources. We understand the importance of establishing firm program funding to assist with the submittal of additional grants. All AmeriCorps and Service-Learning Programs are located within the same office, under one supervisor.

Attachment B

District: Riverside Community College District
 College: Riverside Community College
 RFA Specification Number: _____

Foundation for California Community Colleges

APPLICATION ANNUAL WORKPLAN (ONE OBJECTIVE PER PAGE)

Objective	Program Criteria/Activities	Performance Outcomes	Timelines	Responsible Person(s)
<p>Disaster Preparedness Training and Education. Objective 1</p> <p>Forty-three (43) members will improve individual and family disaster preparedness by providing in-class presentations to 125 K-6 children, with 100 of the children/families returning their completed plans, and as measured by a family/guardian sign-off form.</p>	<p>1.1 An individual student disaster preparedness plan will be created with each student based on information provided from the family survey and student information.</p> <p>1.2 AmeriCorps members will work one-on-one and with small groups of children in providing presentations and developing a plan.</p> <p>1.3 Priority will be given to underserved students in the elementary schools identified by school criteria, parent survey or other means</p>	<p>1.1 100% of AmeriCorps members will develop and produce students disaster preparedness plans for at least ten students each.</p> <p>1.2 100% of AmeriCorps members will assist students in planning and developing a disaster plan.</p> <p>1.3 Children identified as underserved will receive priority planning.</p>	<p>1.1 September 2005 and each following semester.</p> <p>1.2 September 2005 to December 2005.</p> <p>1.3 September to December 2005.</p>	<p>1.1 AmeriCorps coordinator, AmeriCorps members, elementary teachers and students.</p> <p>1.2 AmeriCorps members, students and teachers.</p> <p>1.3 Students, parents, AmeriCorps members and teachers.</p>

District: Riverside Community College District
 College: Riverside Community College
 RFA Specification Number: _____

Foundation For California Community Colleges

APPLICATION ANNUAL WORKPLAN (ONE OBJECTIVE PER PAGE)

Objective	Program Criteria/Activities	Performance Outcomes	Timelines	Responsible Person(s)
<p>Community Service 2 2. To enhance safety of residences and residents, 43 members will provide 5 residential, non-structural mitigation workshops and will mitigate 50 residences from underserved populations, with 85% of all workshop participants indicating increased awareness of home mitigation steps that can be taken to make their residence more safe in the event of a disaster, and 50 residents having taken at least one resident mitigation step as measured by workshop evaluations and resident feedback obtained at the time of the resident mitigation service.</p>	<p>2.1 AmeriCorps members presents non-structural mitigation workshops and mitigate residences from underserved populations.</p>	<p>2.1 85% of all workshop participants will indicate increased awareness of home mitigation steps that can be taken to make their residence more safe. Residents having taken at least one mitigation step as measured by workshop evaluations and resident feedback obtained at the time of mitigation service.</p>	<p>2.2 September to December 2005.</p>	<p>2.2 AmeriCorps coordinator, AmeriCorps members, residents and American Red Cross members.</p>

APPLICATION ANNUAL WORKPLAN (ONE OBJECTIVE PER PAGE)

Objective	Program Criteria/Activities	Performance Outcomes	Timelines	Responsible Person(s)
<p>Strengthening Communities</p> <p>4. To enhance community preparedness for disasters and other emergencies 40 members serving 10-12 hours per week will recruit 125 new volunteers from underserved populations for the American Red Cross, with 85% of all recruits (106 people) completing the ARC-provided training, and as measured by the ARC volunteer training attendance sheets.</p>	<p>4.1 AmeriCorps members serving 10-12 hours per week will recruit new volunteers from the underserved populations for the American Red Cross.</p>	<p>4.1 85% of all recruits will complete the training that will be measured by American Red Cross volunteer training attendance sheets.</p>	<p>4.1 September 2003 to December 2004.</p>	<p>4.1 American Red Cross, AmeriCorps members, RCC nursing and public safety staff.</p>

Attachment C

2004-05 AMERICORPS PROGRAM BUDGET SUMMARY FORM				District: Riverside Community College District		
Project Title: ALERT				College: Riverside Community College		
Program Yr 2004-05 (1st Yr)				Funding Cycle 2004-05		
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Funding Category				Corporation Share	Grantee (campus) Share	Total Program Costs
SECTION I: PROGRAM OPERATING COSTS				Column 5	Column 6	Column 7
A. Personnel Staff, fill in total from Budget Narrative				\$ 26,982	\$ 51,500	\$ 78,482
B. Benefits (includes FICA, Worker's Comp, Leave, other Fringe, etc.)				\$ 3,238	\$ 6,180	\$ 9,418
C.1 Staff Travel				\$ 400	\$ 100	\$ 500
C.2 Member Travel				\$ 1,075	\$ -	\$ 1,075
D. Equipment (no greater than 10% of total CNCS budget costs)				\$ -	\$ -	\$ -
E. Supplies (includes Member Service Gear)				\$ 5,759	\$ 2,000	\$ 7,759
F. Contracts & Consultant (Consultant maximum rate of \$443 per day)				\$ 1,772	\$ -	\$ 1,772
G.1 Training, Staff				\$ 1,000	\$ 800	\$ 1,800
G.2 Training, Member				\$ 1,000	\$ -	\$ 1,000
H. Evaluation (Consultant maximum rate of \$443 per day)				\$ -	\$ 500	\$ 500
I. Other (includes CNCS sponsored Meetings)				\$ 34,734	\$ -	\$ 34,734
Program Operating Costs, totals for Section I must be maintained at a minimum Corporation 62%, and Grantee 38%				SECTION I. Subtotal		
				\$ 75,960	\$ 61,080	\$ 137,040
SECTION II: MEMBER COSTS				Column 5	Column 6	Column 7
A. Living Allowance (CSC WILL NOT PAY-NOT APPLICABLE)	Amounts	Number of Members with Living	Number of Members without Living Allowance	Corporation Share	Grantee (campus) Share	Total Program Costs
Quarter Time 450 hours	\$ -	0	0	\$ -	\$ -	\$ -
Half Time 900 hours	\$ -	0	0	\$ -	\$ -	\$ -
Subtotal - Living Allowance/FTE		0	0	\$ -	\$ -	\$ -
B. FICA (7.65% of Total Member Living Allowance)				\$ -	\$ -	\$ -
C. Worker's Compensation (or other Death & Disemberment coverage)				\$ 320	\$ -	\$ 320
D. Health Care (required for FT members, optional for PT; must meet CNCS reqs.)				\$ -	\$ -	\$ -
E. Other Member Costs (CSC WILL NOT PAY - NOT APPLICABLE)				\$ -	\$ -	\$ -
Subtotal, add items A through E above, total must not exceed 85% of CNCS funds and Grantee Funds must be at a minimum of 16% - Grantee must provided Cash Match Only.				SECTION II - Subtotal		
				\$ 320	\$ -	\$ 320
SECTION III. ADMINISTRATIVE COSTS				Column 5	Column 6	Column 7
Funding Category				Corporation Share	Grantee (campus) Share	Total Program Costs
A.1. Grant (campus) Administrative Costs (CNCS provides: Total of CNCS Section I and Section II multiplied by .0526 x .80. Grantee Match: Up to 10% match allowed without approved Indirect Cost Rate.				\$ 3,210	\$ -	\$ 3,210
Section III. Administrative Cost must be maintained at 38% of Corporation funds requested.				SECTION III - Subtotal		
				\$ 3,210	\$ -	\$ 3,210
TOTAL PROGRAM OPERATING BUDGET, sum of Sections I and III.				\$ 79,170	\$ 61,080	\$ 140,250
				max. 62%	min 38%	
				56.45%	43.55%	
Total of Section I, II, and III.				TOTAL BUDGET COSTS		
				\$ 79,490	\$ 61,080	\$ 140,570
TOTAL BUDGET COSTS				GRANT (CAMPUS) AWARD	\$ 79,490	\$ 61,080
Cost per member is based on \$ _____						
Corporation Cost per FTE				#DIV/0!		
Note: GOSERV limits the Cost per FTE to \$ _____						

**2004-05 AMERICORPS PROGRAMS
 Budget Narrative Worksheet**

District Riverside Community College District						
College Riverside Community College						
Program Title AmeriCorps ALERT Project						
Program Yr 2004-05 (1st Yr)		Funding Cycle 2004-05				
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
SECTION I: PROGRAM OPERATING COSTS						
A. Personnel Staff Expenses, list each position and title.	Qty.	Annual Salary	% Time Spent % on Program	Corporation Share	Grantee (campus) Share	Total Program Cost
Project Director	1.00	\$ 103,000	50%	\$ -	\$ 51,500	\$ 51,500
Student Resource Specialist, AmeriCorps, Part-Time	1.00	\$ 17,982	100%	\$ 17,982	\$ -	\$ 17,982
Classified Clerical- Part-Time	1.00	\$ 8,000	100%	\$ 8,000	\$ -	\$ 8,000
Additional Training		\$ 1,000	100%	\$ 1,000	\$ -	\$ 1,000
Subtotal - Personnel				\$ 26,982	\$ 51,500	\$ 78,482
B. Personnel Fringe Benefits (includes FICA, Worker's Comp, Leave and other fringe, etc.)						
Purpose (list purpose)	Calculation			Corporation Share	Grantee Share	Total Program Cost
Worker's Comp and other fringe benefits				\$ 3,238	\$ 6,180	\$ 9,418
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Subtotals - Benefits				\$ 3,238	\$ 6,180	\$ 9,418
C.1. Staff Travel						
Purpose	Calculation			Corporation Share	Grantee Share	Total Program Cost
Staff travel visits to and from worksites				\$ 400	\$ 100	\$ 500
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Subtotals - Staff Travel				\$ 400	\$ 100	\$ 500
C.2. Member Travel						
Purpose	Calculation			Corporation Share	Grantee Share	Total Program Cost
Members travel workshops and seminars	25.00 per member x 43 members=1,075			\$ 1,075	\$ -	\$ 1,075
Subtotal - Member Travel				\$ 1,075	\$ -	\$ 1,075
D. Equipment (not greater than 10% of total Corporation budget costs)						
Item/Purpose	Qty.	Unit Cost		Corporation Share	Grantee Share	Total Program Cost
None				\$ -	\$ -	\$ -
Subtotal - Equipment				\$ -	\$ -	\$ -
E. Supplies (includes Member Service Gear)						
Item	Calculation			Corporation Share	Grantee Share	Total Program Cost
Instructional materials, training videos & AmeriCorps gear				\$ 5,759	\$ 2,000	\$ 7,759
				\$ -	\$ -	\$ -
Subtotal - Supplies				\$ 5,759	\$ 2,000	\$ 7,759
F. Contracts and Consultant Services (Not to Exceed maximum rate of \$443/day)						
Purpose	Calculation			Corporation Share	Grantee Share	Total Program Cost
Orientation training/specialist in the field of disasters	4 days @ 443.00			\$ 1,772	\$ -	\$ 1,772
Subtotal - Contracts and Consultants:				\$ 1,772	\$ -	\$ 1,772
G.1. Staff Training						
Purpose	Calculation		Daily Rate	Corporation Share	Grantee Share	Total Program Cost
Attend required sponsored trainings				\$ 1,000	\$ 800	\$ 1,800
				\$ -	\$ -	\$ -
Subtotal - Staff Training				\$ 1,000	\$ 800	\$ 1,800
G.2. Member Training						

**2004-05 AMERICORPS PROGRAMS
 Budget Narrative Worksheet**

District Riverside Community College District						
College Riverside Community College						
Program Title AmeriCorps ALERT Project						
Program Yr 2004-05 (1st Yr)			Funding Cycle 2004-05			
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Purpose	Calculation	Daily Rate	Corporation Share	Grantee Share	Total Program Cost	
Disaster Preparedness training for members			\$ 1,000	\$ -	\$ 1,000	
			\$ -	\$ -	\$ -	
		Subtotal - Member Training	\$ 1,000	\$ -	\$ 1,000	
H. Evaluation, Consultant Services maximum rate of \$443 per day.						
Purpose	Calculation	Daily Rate	Corporation Share	Grantee Share	Total Program Cost	
			\$ -	\$ 500	\$ 500	
		Subtotal - Evaluation	\$ -	\$ 500	\$ 500	
I. Other Program Operating Costs (includes CNCS Sponsored Meetings)						
Item	Calculation		Corporation Share	Grantee Share	Total Program Cost	
CNCS Sponsored Meetings	3 per year		\$ 3,000	\$ -	\$ 3,000	
AmeriCorps Clearance Check	43 members X \$38.00		\$ 1,634	\$ -	\$ 1,634	
AmeriCorps Member Stipends	\$43 members X \$700.00		\$ 30,100	\$ -	\$ 30,100	
			\$ -	\$ -	\$ -	
		Subtotal - Other Program Operating Costs	\$ 34,734	\$ -	\$ 34,734	
Program Operating Costs total for Section I must be maintained at a minimum Corporation 62% and Grantee 38%			Section I. Subtotal	\$ 75,960	\$ 61,080	\$ 137,040
SECTION II: MEMBER COSTS						
A. Living Allowance						
Item, Number of members with Allowance and the allowance rate.	Amount	No. of Members with Living Allowance	No. of Members without Living Allowance	Corporation Share	Grantee Share	Total Program Cost
Number of members without allowance.						
Quarter Time 450 hours	\$ -	0	0	\$ -	\$ -	\$ -
Half Time 900 hours	\$ -	0	0	\$ -	\$ -	\$ -
Subtotal - Living Allowance/FTE		0.00	0.00	\$ -	\$ -	\$ -
B. FICA (7.65% of Total Living Allowances)						
Item	Calculation		Corporation Share	Grantee Share	Total Program Cost	
			\$ -	\$ -	\$ -	
		Totals:	\$ -	\$ -	\$ -	
C. Worker's Compensation						
Item	Calculation		Corporation Share	Grantee Share	Total Program Cost	
AmeriCorps members worker's comp			\$ 320	\$ -	\$ 320	
		Totals:	\$ 320	\$ -	\$ 320	
D. Health Care (required for FT members, optional for PT; must meet CNCS reqs.)						
Item	Calculation		Corporation Share	Grantee Share	Total Program Cost	
			\$ -	\$ -	\$ -	
		Totals:	\$ -	\$ -	\$ -	
E. Other Member Costs (NOT APPLICABLE CANNOT BE PAID)						
Item	Calculation		Corporation Share	Grantee Share	Total Program Cost	
			\$ -	\$ -	\$ -	
		Totals:	\$ -	\$ -	\$ -	
(Grantee Funds minimum 15% of total Member Costs) Subtotal SECTION II.						

**2004-05 AMERICORPS PROGRAMS
 Budget Narrative Worksheet**

District Riverside Community College District						
College Riverside Community College						
Program Title AmeriCorps ALERT Project						
Program Yr 2004-05 (1st Yr)			Funding Cycle 2004-05			
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Subtotal (add items A through E above, total not to exceed 85% CNCS funds and provide minimum 15% Grantee Funds - Cash Match Only)				\$ 320	\$ -	\$ 320
SECTION III: ADMINISTRATIVE COSTS				Column 3	Column 4	Column 5
A. Corporation Fixed Percentage Method						\$ -
Purpose	Calculation			Corporation Share	Grantee Share	Total Program Cost
A.1. Corporation Fixed Amount (goes to the Grantee)	Total of CNCS Share of Sections I and II * .0526 * 80 for CNCS; 10% of Total Direct Costs for Grantee Share			\$ 3,210	\$ -	\$ 3,210
Totals:				\$ 3,210	\$ -	\$ 3,210
Cost Type	Basis	Calculation	Rate	Rate Claimed	Corporation Share	Grantee Share
Not Applicable					\$ -	\$ -
Totals:				\$ -	\$ -	\$ -
Subtotal SECTION III.				\$ 3,210	\$ -	\$ 3,210
TOTAL PROGRAM OPERATING BUDGET				\$ 79,170	\$ 61,080	\$ 140,250
(Sum of SECTIONS I, II and III)						
				max. 62%	min. 38%	127,693
				Actual Percentage	56.45%	43.55%
TOTAL BUDGET COSTS						
(Sum of SECTIONS I, II and III)				\$ 79,490	\$ 61,080	\$ 140,570
TOTAL BUDGET COSTS				GRANT (CAMPUS) AWARD	\$ 79,490	\$ 61,080
Corporation Cost per FTE				#DIV/0!		
(Note: GO SERV limits the Cost per FTE to \$15,275)						
Must have other sources and types of match contributions listed.						
Source	Amount in Cash		Amount In-Kind		Intended Purpose	
	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -		
Totals:	\$ -	\$ -	\$ -	\$ -		

Attachment D

TERMS AND CONDITIONS

1. Compliance with Rules, Regulations, and Procedures

Activities of District with respect to This Agreement shall be conducted in accordance with pertinent Federal and State rules and regulations, including relevant Office of Management and Budget (OMB) circulars and amendments thereto, and the AmeriCorps Provisions attached as Exhibit F.

The District has full fiscal and programmatic responsibility for managing all aspects of the contract and contract-supported activities, subject to the oversight of the FCCC. The District is accountable to FCCC for its operation of the AmeriCorps program and the use of federal funds. The District shall notify the appropriate FCCC representative immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the grant, or any suspected misconduct or malfeasance related to the contract or District. The District will inform FCCC of any corrective action taken or contemplated while performing the activities under this agreement. The District must notify FCCC and the Office of the Inspector General immediately of losses of federal funds or goods/services supported with federal funds, or when information discovered by someone at the program indicates that there has been waste, fraud or abuse, or any violation of criminal law at the program or at the sub-recipient.

2. Provisions for Federally Funded Contracts

It is mutually understood between the parties that This Agreement may have been written before ascertaining the availability of Congressional appropriation of funds and/or member positions, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if This Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if the United States Government makes sufficient funds and/or AmeriCorps member positions available to the State for the purposes of this program. In addition, This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of This Agreement in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds and/or AmeriCorps member positions and if this reduces the amount of funds and/or AmeriCorps member positions available for this Program, This Agreement shall be amended to reflect such reduction.

The State has the option to void This Agreement under the thirty-day (30) cancellation clause or to amend This Agreement to reflect any reduction of funds and/or AmeriCorps member positions.

3. Property Purchased with State or Federal Funds

District assures that all supplies, materials, equipment, or services purchased with funds provided by This Agreement shall be used solely for the activities allowed under This Agreement. All equipment, materials, supplies or property of any kind purchased from funds advanced, reimbursed or furnished by the FCCC under the terms of This Agreement and not fully consumed in the performance of This Agreement shall be the property of the State and shall be subject to the State's administrative policies regarding disposition of equipment.

District assures that it shall exercise due care in the use, maintenance, protection, and preservation of State owned property in District's possession or any other property purchased by District with State or Federal funds provided hereunder.

District shall obtain prior written approval for the purchase or lease of equipment with either an acquisition cost of \$5,000 or a useful life of one or more years, unless such intent is listed and defined in the "Budget" of This Agreement.

4. Conflict of Interest

District certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with This Agreement shall have any personal financial interest or benefit which either directly or indirectly arise from This Agreement.

District shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in private gain or gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. Living Allowances and Other In-Service Benefits

The District must ensure that Members receive the following benefits:

i. Living Allowances

Unless otherwise agreed upon, a District must provide a living allowance to full-time Members in accordance with the approved grant application. If a District's approved application provides for a living allowance for part-time Members, the District must provide the living allowance in accordance with the approved grant application.

ii. FICA

Unless exempt, the District must make its share of FICA payments on Member living allowances. If District is exempt, District must submit the appropriate documentation to the FCCC.

iii. Income Taxes

The District must withhold personal income taxes from Member living allowances, requiring each Member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year.

iv. Unemployment Insurance

Under State law, the District is NOT required to pay unemployment insurance taxes for Members.

v. Workers Compensation

The District is required by California State Law to provide workers compensation coverage for all AmeriCorps Members.

vi. Health Care

The District is required to pay for Health Care coverage for members serving in a full time capacity.

6. Rights on Data

The FCCC and the Corporation reserve the right to use and reproduce all reports, data produced and delivered and any other copyrightable material produced pursuant to This Agreement and reserves the right to authorize others to use or reproduce such materials.

7. Media Communications

All AmeriCorps programs are required to identify a press contact person and to email the name and email address of the press contact person to FCCC.

The District's AmeriCorps program is part of a multitude of related, statewide programs that are administered by the California Service Corps and sponsored by the Corporation for National and Community Service.

In order to identify the District's program as part of the AmeriCorps National Service Network and the statewide FCCC effort, all press releases or press interviews must:

- a) Identify any service events as an AmeriCorps Program administered by the California Service Corps and sponsored by the Corporation for National and Community Service.
- b) Include the AmeriCorps and CSC names and logos on all printed materials, including, but not limited to, recruitment brochures, orientation materials, curriculum, signs, banners, press releases, and publications. Both camera-ready logos are provided.
- c) Include the phrase, "Ad by the California Service Corps (CSC) and sponsored by the Corporation for National and Community Service (CNCS)," in all printed materials, spelling out the complete name followed by the acronym in parenthesis on the first usage of the term in all documents. For example, on the introduction of the term write: "the California Service Corps (CSC)." The acronym alone should then be used throughout the rest of the text.

d) Include the following acknowledgment and disclaimer in any external report or publication of material based upon work supported by this Grant:

“This material is based upon work supported by the Corporation for National and Community Service, the California Service Corps and the FCCC. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, the Corporation, CSC, the FCCC, or the AmeriCorps Program.”

8. Emergency Planning and Preparedness Requirements

Every AmeriCorps program is required to develop a Continuity of Operations (COOP) Plan to ensure that there is minimum disruption to their program in the event of a major disaster or emergency in their program’s service delivery area.

ATTACHMENT E

**REIMBURSEMENT RATES/ CONDITIONS
REQUIREMENTS/ RESOURCES**

Reimbursement shall not be made for expenses incurred within 50 miles of home or headquarters.

MEALS/INCIDENTALS- IN-STATE/OUT OF STATE TRAVEL

FOR EACH FULL 24 HOUR PERIOD OF TRAVEL

Breakfast — actual expense up to \$ 6.00

Lunch — actual expense up to \$10.00

Dinner — actual expense up to \$18.00

Incidentals — actual expense up to \$ 6.00

TIME FRAME REQUIREMENTS FOR CLAIMING MEALS WHILE ON TRAVEL STATUS

FIRST DAY OF TRAVEL, TRIP OF 24 HOURS OR MORE:

Trip begins at or before 6 am: breakfast may be claimed
Trip begins at or before 11 am: lunch may be claimed
Trip begins at or before 5 pm: dinner may be claimed

CONTINUING AFTER A TRIP OF 24 HOURS

Trip ends at or after 8 am: breakfast may be claimed
Trip ends at or after 2 pm: lunch may be claimed
Trip ends at or after 7 pm: dinner may be claimed

FRACTIONAL DAYS OF TRAVEL -TRIP OF LESS THAN 24 HOURS*

Trip begins at or before 6 am AND ends at or after 9 am: breakfast may be claimed
Trip begins at or before 4 pm AND ends at or after 7 pm: dinner may be claimed

*No lunch or incidentals on one day trips. Meals claimed on trips of less than 24 hours when there is no overnight stay are taxable.

Meals provided by the State or included in hotel expenses or conference fees, or in transportation costs such as airline tickets, or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts, such as rolls, juice, and coffee, are not considered to be meals.

No meal expense may be claimed or reimbursed more than once in any given 24-hour period.

LODGING REIMBURSEMENT

SHORT TERM TRAVEL- When overnight lodging expenses are incurred at a commercial lodging establishment catering to the short term traveler, such as hotel, motel, bed and breakfast, public campground etc. The following short term travel lodging rates are effective March 17, 2003.

ALL EMPLOYEES

Actual lodging expenses supported by a receipt, to a maximum of \$84 per night plus tax, **EXCEPT AS NOTED BELOW**. Receipts include those for public campgrounds. (no receipt – no lodging reimbursement.)

In Los Angeles (Central and Western Los Angeles only*) and San Diego counties, actual lodging supported by a receipt to a maximum of \$110 plus tax.

In Alameda, San Francisco, Santa Clara and San Mateo Counties, actual lodging supported by a receipt to a maximum of \$140 plus tax.

*Central and Western Los Angeles is a designated geographical area within the boundaries of Sunset Boulevard on the North, the Pacific Ocean on the West, Imperial Blvd./Freeway 105 on the South, and Freeways 110, 10, and 101 on the East. This area includes downtown L.A., Inglewood, L.A. International Airport, Playa del Rey, Venice, Santa Monica, Brentwood, West L.A., Westwood Village, Culver City, Beverly Hills, Century City, West Hollywood and Hollywood.

STATE SPONSORED CONFERENCE, ETC.: Receipted lodging up to \$110 when attending a state sponsored conference when the lodging is contracted by the State sponsor for the event, and the State has granted prior approval for attendance and lodging at the contracted rate and establishment.

NON-STATE SPONSORED CONFERENCE, ETC.: Receipted at the lodging while attending a non-state sponsored conference when the lodging is contracted by the sponsor for the event, and the State has granted prior approval for attendance and lodging at the contracted rate and establishment.

ATTACHMENT F

COST PER FTE POLICY

Policy Statement regarding California AmeriCorps Program MAXIMUM FUNDING PER AMERICORPS MEMBER FTE

California Service Corps
July 1, 2004

Purpose

This policy refines the way that the California Service Corps and its local program grantees make contract budget adjustments at the beginning of a grant year and during the course of a program year in response to substantial variances, defined as 20% or greater, between the number of approved and the number of actual AmeriCorps member positions filled. (An AmeriCorps full-time position is defined as one that provides a minimum of 1,700 of direct service hours in one year or a combination of part-time members per the conversion factors outlined in this policy.)

Existing \$ 15,275 Policy

This policy recognizes the maximum funding level established by the California Service Corps which is currently \$15,275 per AmeriCorp member FTE. For the purposes of this policy it should be noted that no budget adjustment will be made that increases the actual amount of funding to over \$15,275 per actual AmeriCorps member FTE.

Background

A distinguishing feature of AmeriCorps program management philosophy and practice has been the level of insistence upon clear, meaningful, demonstrable goals and objectives measured by performance measures. Contracts between the California Service Corps and its AmeriCorps program grantees reflect this commitment to results-based programming through the requirement of performance measures for community service, community strengthening, and member development as a condition of funding support.

Another performance-based provision of each contract between the California Service Corps and local program grantee is what has been called "*cost per member*". "*Cost per member*" can be more accurately defined as the maximum permissible amount of national service funding AmeriCorps member full-time equivalent (FTE) where an AmeriCorps member FTE is the equivalent of one full-time AmeriCorps member serving a minimum of 1,700 hours in one year. Other member positions and their FTE conversions are as follows:

Term of Service	Minimum Number of Hours	FTE Conversions
Full-time	1,700	1.0 FTE
Half-time	900	0.5 FTE
Reduced half-time	675	0.375 FTE
Quarter-time	450	0.25 FTE
Minimum-time	300	0.2 FTE

The California Service Corps has in place well developed processes for establishing clear expectations between the California Service Corps and each local program grantee regarding funding per FTE. These expectations are established prior to start-up of each program year and are clearly stated in grant contracts between the California Service Corps and each local program grantee.

The actual number of AmeriCorps members fielded by a program may vary from the number originally proposed for a number of reasons including, attrition as well as inadequate recruitment and enrollment. This policy applies to variance situations where the actual number of AmeriCorps members is lower than the contracted number of AmeriCorps members by at least 20%.

Circumstances may arise within a program that necessitates changing the type of unfilled AmeriCorps member positions awarded to a grantee. Grantees may change the type of slots awarded to their program, with prior approval from the California Service Corps, if the change does not increase the total number of slots or increase the total FTE authorized in the contract. For example, one full-time position may be changed to one half-time or one quarter-time position. This one-to-one conversion rate clearly has impact on the program budget.

This policy intends to clarify budget adjustments to be made between the California Service Corps and local program grantees during the course of a program year in a way that:

- ◆ honors the agreement between the California Service Corps and local program grantee;
- ◆ continues to provide a level of support needed for each AmeriCorps program to achieve its program objectives through execution of its program design;
- ◆ maximizes the amount of time available to programs to make adjustments during the program year; and,
- ◆ strikes a balance between the setting of clear practical limits while maintaining a degree of flexibility to accommodate special circumstances that may be encountered by an AmeriCorps program.

This policy applies in different ways, at different times of the year to programs that are experiencing variances of:

- (a) 0% upto 30%;
- (b) 30% up to 50%; and,
- (c) 50% and greater.

The policy consists of three stages for determination of budget adjustments:

- I. Mid-year evaluation after the program's cutoff dates to bring on new members (years 1, 2, and 3).**
- II. Beginning of the program year (years 2 and 3)**
- III. End of year final evaluation and budget adjustment (years 1, 2, and 3)**

IV. Mid-year evaluation - after the program's cutoff dates to bring on new members (years 1, 2, and 3)

The first adjustment will be made after the last day the program can bring on an AmeriCorps member. This cutoff day is set by each program, is a function of the program's design, and is stipulated in its contract with the California Service Corps. The purpose of this first adjustment is to provide the program with an opportunity early in the program year to address variances in AmeriCorps member enrollment. The program may request a modification of its program design to restructure their budget and other program elements around the reduced number of AmeriCorps members.

The calculation of the budget reduction after the last cutoff date will be based on the estimated or projected number of unfilled member FTEs.

Programs that experience a variance between 0% and up to 30%:

Budgets for these programs will be reduced only for "member support costs" (Section II). The program's budget will not be reduced for Section I or III.

Programs that experience a variance between 30% and up to 50%:

Budgets for these programs will be adjusted by reducing the amounts in Sections I, II, and III. In addition to these budget adjustments, the program's budget will be reduced by an amount equal to the program's approved cost per FTE for all vacant AmeriCorps positions over the first 30% with the exception of the following items:

- Funds for Internal Evaluation (in Section I) will not be reduced.
- Funds for other "up-front" or "fixed cost" items approved by the California Service Corps will not be reduced. Fixed cost items include those items not tied to the number of members enrolled in the program. Funds for up-front costs, such as costs for initial orientation and training, are those that were expended prior to an AmeriCorps position becoming vacant through attrition.

The budget may be adjusted further if the resulting cost per FTE exceeds \$15,275.

Programs that experience a variance of 50% or greater:

In addition to the policy described for programs experiencing variances greater than 30%, programs experiencing or at-risk of experiencing a variance of 50% or are in jeopardy for continued funding. Negotiations between the program and THE CALIFORNIA SERVICE CORPS program officer will, at a minimum, require the program to develop and implement a corrective action plan.

V. Beginning of the program year (years 2 and 3)

This evaluation will take place before a program's contract is issued for years 2 and 3. This will typically happen in June or July.

Programs that experience a variance of 20% or greater:

For the following program year, programs will not be approved for a number of AmeriCorps positions that is greater than the actual number of AmeriCorps positions fielded in the prior year, unless the program develops and the California Service Corps approves a corrective plan. The plan should address specifically how under-enrollment and/or high member attrition will be prevented. If the program does not submit a corrective plan, or the plan is not approved by the California Service Corps, the program's budget will be adjusted to reflect the reduced number of AmeriCorps members in Sections I, II, and III. The adjusted budget's cost per FTE shall not exceed the cost per FTE originally approved by the California Service Corps, in the program's application.

VI. End of year final evaluation and budget adjustment (years 1, 2, and 3)

The final adjustment is made at the end of the program year. This adjustment is based on the maximum amount of funding the California Service Corps will provide to the program based on the provisions of this policy.

Calculation of the budget reduction at the end of the program year will be based on the actual number of unfilled member FTEs. The same calculations used above for the midyear evaluation will be used to determine the program's final budget allocation.

*NOTE: The program should be regularly monitoring their FTEs and their budget to assure they do not exceed the final maximum amount allowable according to the final number of FTEs at the end of the program. If at the End of the Year Evaluation the program's cost per FTE exceeds \$15,275, the program must further reduce its budget to reflect a cost per FTE which does not exceed \$15,275. Because the California Service Corps will not reimburse a program for any costs which exceed a cost per FTE of \$15,275, programs must constantly evaluate their budget to assure that at the end of the program year, the program has not spent over \$15,275 per FTE.

Applicability

This policy applies to all California the California Service Corps AmeriCorps program sub-grantees except AmeriCorps Education Award programs and AmeriCorps Fellows that are funded through a separate "fixed price" method.

Effective Date

This policy was approved by the California Service Corps' Commissioners on April 15, 1999 and took effect at the beginning of the 1999-2000 program year. It has only been amended to reflect changes in the maximum cost per FTE and budget sections, but these changes do not reflect a change in the actual cost per FTE policy.

Calculation Examples for Budget Adjustments begin on the following page.

ATTACHMENT G

Certification - Debarment, Suspension, and Other Responsibility Matters

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, *Participants' responsibilities*.

- A. As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:
 1. Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
 2. Has, within a three-year period preceding this application, been convicted of, or had an adverse civil judgment entered in connection with, fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 4. Has not, within a three-year period preceding this application, had one or more public transactions (federal, state or local) terminated for cause or default;
- B. If you are unable to certify to any of the statements in this certification, you must attach an explanation to this application.

Certification - Drug-Free Workplace

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F. The regulations require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension, or termination of grants, or government-wide suspension or debarment (see 34 CFR Part 85, Section 85.615 and 85.620).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief that the grantee will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about-

- the dangers of drug abuse in the workplace,
 - the grantee's policy of maintaining a drug-free workplace.
 - any available drug counseling, rehabilitation, and employee assistance programs, and
 - the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A);
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
- abide by the terms of the statement, and
 - notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying us within ten days after receiving notice under subparagraph (D) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D), with respect to any employee who is so convicted-
- Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency,
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (F).

Certification - Lobbying Activities

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or

cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

Certification- Grant Review Process (State Commissions Only)

I certify that in conducting our review process, we have ensured compliance with the National and Community Service Act of 1990 as amended, the Corporation's peer review requirements, and all state laws and conflict of interest rules.

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief; that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable timeframe after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for merit System of Personnel Administration (5 CFR 900, Subpart F).
- Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686). which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6 101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the

basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 USC 1501-1508 and 324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a and 276a-77), the Copeland Act (40U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national, wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-1 et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 Ct seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations.
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No: V-A-11-a

Date: April 19, 2005

Subject: Agreement with Kristen Autry

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Kristen Autry to provide services as the violin player for the production of "*The Last Five Years*". These services will be used by the Off Broadway Play Series to mount a production for 8 performances. The term of the agreement is April 1, 2005 through April 10, 2005 for a fee of \$1,000.00. Funding source: General Fund

The vendor identified in this contract does not make or participate in the making of decisions that may foreseeably have 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, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement between Riverside Community College District and Kristen Autry from April 1, 2005 through April 10, 2005, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Jodi Julian
Assistant Professor, Theatre Arts

AGREEMENT BETWEEN KRISTEN AUTRY
AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into on this 19th day of April, 2005 by and between Kristen Autry, 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. Violin Player for District's Off Broadway Play Series production of "The Last Five Years", with scheduled performances on April 1-10, 2005.
 - b. Provide all necessary musical responsibilities to facilitate the performance of "The Last Five Years".
2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section a and b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from April 1-April 10, 2005.
5. Payment in consideration of this agreement shall not exceed \$1000.00, payable on April 10, 2005.
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.

Kristen Autry

Riverside Community College District

Consultant Signature

James L. Buisse
Vice Chancellor,
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No: V-A-11-b

Date: April 19, 2005

Subject: Agreement with Sean McGowan

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Sean McGowan to provide services as the guitar player for the production of "*The Last Five Years*". These services will be used by the Off Broadway Play Series to mount a production for 8 performances. The term of the agreement is April 1, 2005 through April 10, 2005 for a fee of \$1,000.00. Funding source: General Fund

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

Recommended Action: It is recommended that the Board of Trustees ratify the agreement between Riverside Community College District and Sean McGowan, from April 1, 2005 through April 10, 2005, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Jodi Julian
Asst. Professor, Theatre Arts

AGREEMENT BETWEEN SEAN MCGOWAN
AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into on this 19TH of April, 2005 by and between Sean McGowan, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
 - a. Guitar Player for District's Off Broadway Play Series production of "The Last Five Years", with scheduled performances on April 1-10, 2005.
 - b. Provide all necessary musical responsibilities to facilitate the performance of "The Last Five Years".
2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section a and b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from April 1-April 10, 2005.
5. Payment in consideration of this agreement shall not exceed \$1000.00, payable on April 10th.
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.

Sean McGowan

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor,
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No: V-A-11-c

Date: April 19, 2005

Subject: Agreement with Ginger Murphy

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Ginger Murphy to provide services as the cello player for the production of "*The Last Five Years*". These services will be used by the Off Broadway Play Series to mount a production for 8 performances. The term of the agreement is April 1, 2005 through April 10, 2005 for a fee of \$1,000.00. Funding source: General Fund

The vendor identified in this contract does not make or participate in the making of decisions that may foreseeably have 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, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement between Riverside Community College District and Ginger Murphy, from April 1, 2005 through April 10, 2005, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Jodi Julian
Asst. Professor, Theatre Arts

AGREEMENT BETWEEN GINGER MURPHY
AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into on this 19TH day of April, 2005 by and between Ginger Murphy, 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. Cello 1 Player for District's Off Broadway Play Series production of "The Last Five Years", with scheduled performances on April 1-10, 2005.
 - b. Provide all necessary *musical responsibilities* to facilitate the performance of "The Last Five Years".
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 April 1-April 10, 2005.
5. Payment in consideration of this agreement shall not exceed \$1000.00, payable on April 10th.
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.

Ginger Murphy

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor,
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No: V-A-11-d

Date: April 19, 2005

Subject: Agreement with Carlos Rivera

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Carlos Rivera to provide services as the Bass Player for the production of "*The Last Five Years*". These services will be used by the Off Broadway Play Series to mount a production for 8 performances. The term of the agreement is April 1, 2005 through April 10, 2005 for a fee of \$1,000.00. Funding source: General Fund

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

Recommended Action: It is recommended that the Board of Trustees ratify the agreement between Riverside Community College District and Carlos Rivera, from April 1, 2005 through April 10, 2005, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Jodi Julian
Asst. Professor, Theatre Arts

AGREEMENT BETWEEN CARLOS RIVERA
AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into on the 19th day of April, 2005 by and between Carlos Rivera, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
 - a. Bass Player for District's Off-Broadway Play Series production of "The Last Five Years", with scheduled performances on April 1-10, 2005.
 - b. Provide all necessary musical responsibilities to facilitate the performance of "The Last Five Years".
2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section a and b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from April 1-April 10, 2005.
5. Payment in consideration of this agreement shall not exceed \$1000.00 payable on April 10th.
6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Carlos Rivera

Riverside Community College District

Consultant Signature

James L. Buisse
Vice Chancellor,
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No: V-A-11-e

Date: April 19, 2005

Subject: Agreement with Matt Sanchez

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Matt Sanchez to provide services as a guest artist for the production of "*The Last Five Years*". These services will be used by the Off Broadway Play Series to mount a production for 8 performances. The term of the agreement is April 1, 2005 through April 10, 2005 for a fee of \$600.00. Funding source: General Fund

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

Recommended Action: It is recommended that the Board of Trustees ratify the agreement between Riverside Community College District and Matt Sanchez from April 1, 2005 through April 10, 2005, for an amount not to exceed \$600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Jodi Julian
Asst. Professor, Theatre Arts

AGREEMENT BETWEEN MATT SANCHEZ
AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into on this 19th day of April, 2005 by and between Matt Sanchez, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
 - a. Guest Artist for District's Off Broadway Play Series production of "The Last Five Years", with scheduled performances on April 1-10, 2005.
 - b. Provide all necessary musical responsibilities to facilitate the performance of "The Last Five Years".
2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from April 1-April 10, 2005.
5. Payment in consideration of this agreement shall not exceed \$600.00, payable on April 10, 2005.
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.

Matt Sanchez

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor,
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No: V-A-11-f

Date: April 19, 2005

Subject: Agreement with Jane Trieweiler

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Jane Trieweiler to provide services as the cello player for the production of "*The Last Five Years*". These services will be used by the Off Broadway Play Series to mount a production for 8 performances. The term of the agreement is April 1, 2005 through April 10, 2005 for a fee of \$1,000.00. Funding source: General Fund

The vendor identified in this contract does not make or participate in the making of decisions that may foreseeably have 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, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement between Riverside Community College District and Jane Trieweiler, from April 1, 2005 through April 10, 2005, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Jodi Julian
Asst. Professor, Theatre Arts

AGREEMENT BETWEEN JANE TRIEWEILER
AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into on this 19TH day of April, 2005 by and between Jane Trieweiler, 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. Cello 2 Player for District's Off Broadway Play Series production of "The Last Five Years", with scheduled performances on April 1-10, 2005.
 - b. Provide all necessary musical responsibilities to facilitate the performance of "The Last Five Years".
2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section a and b.
3. The services rendered by the Consultant are subject to review and supervision by the District's President and other designated representatives of the District.
4. The term of this agreement shall be from April 1-April 10, 2005.
5. Payment in consideration of this agreement shall not exceed \$1000.00, payable on April 10th.
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.

Jane Trieweiler

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor,
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-12

Date: April 19, 2005

Subject: Contract between City of Riverside and Riverside Community College
District Safety and Police

Background: In order to meet quarterly training requirements, Riverside Community College District Safety and Police sworn personnel are required to qualify on a supervised firearms training facility pistol range. Riverside City/Riverside Police Department agrees to allow Riverside Community College District Safety and Police use of the range at 8181 Lincoln Avenue in the City of Riverside, California. Cost is \$10.00 per employee per day; amount is not to exceed \$1,500.00 per fiscal year. This agreement shall be of an indefinite duration, commencing April 22, 2005, and subject to cancellation without cause by either party upon thirty (30) days written notice to the other party.

The contract has been reviewed by Ed Godwin, Director of Administrative Services and approved by Linda Lacy, Vice Chancellor of Student Services and Operations. It should be noted that this is the best contract that can be negotiated, that the terms and conditions of the contract are customary for this activity and there are no other sources available for this service.

Recommended Action: It is recommended that the Board of Trustees approve the attached contract with the City of Riverside/Riverside Police Department for use of its firearms training facility pistol range for \$10.00 per employee per day, amount not to exceed \$1,500.00 per fiscal year and authorize the Vice Chancellor, Administration and Finance, to sign the contract.

Salvatore G. Rotella
Chancellor

Prepared by: Lee Wagner
Chief of College Police

FIREARMS TRAINING FACILITY AGREEMENT

1
2 THIS AGREEMENT is made and entered into this twenty-second day of April, 2005, by
3 and between the CITY OF RIVERSIDE, a municipal corporation, hereinafter referred to as A
4 City@ and Riverside Community College District, hereinafter referred to as A User.@
5

WITNESSETH:

6 WHEREAS, City has constructed and operates a police training facility and pistol range
7 located on its property at 8181 Lincoln Avenue in the City of Riverside, California; and
8

9 WHEREAS, City has a full-time employee as a Firearms Training Coordinator
10 responsible for such facility and range; and

11 WHEREAS, City has promulgated certain rules and regulations concerning safety, hours
12 of operation, and general use of the facilities; and

13 WHEREAS, User seeks to use the training facility and pistol range at such times
14 specified, including times when said facility would otherwise be closed and not in use; and

15 WHEREAS, it is the desire of User to provide its own training supervisor, but it is in the
16 intent of both parties that the City's Firearms Training Coordinator shall have paramount
17 authority over the supervision of the training facility and pistol range.

18 NOW, THEREFORE, the parties hereto agree as follows:

19 1. City agrees to allow those officers, employees or agents of User listed upon an
20 authorization sheet supplied by User to use all equipment and facilities at this pistol range during
21 the hours specified herein.

22 2. User agrees to provide City with a list of all persons authorized to use the
23 facilities as an officer, employee, or agent of User. Additions or deletions from the authorization
24 list shall be provided to City on a monthly basis. User shall take any and all reasonable
25 measures to assure that only persons specified on the authorization list shall be permitted to use
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1 the training facilities and pistol range. The lists are provided to City for informational purposes
2 only, and City shall have no obligation to screen or to otherwise evaluate the qualifications of the
3 listed persons to use the training facility or pistol range. Such screening procedures shall be the
4 sole responsibility of User.

5 3. All officers, employees, and agents of User shall strictly comply with all
6 published rules and regulations of City and with any order or directive of City's Firearms
7 Training Coordinator.

8 4. The City's Firearms Training Coordinator shall have full authority to close the
9 facility and range at any time for any purpose. The City's Firearms Training Coordinator shall
10 have full authority to exclude any person from use of the facility for violation of any rules or
11 regulations relating to safety.

12 5. User may utilize the training facility and pistol range as needed during such time
13 as the facility would otherwise not be in use by City personnel or other contracting agencies.
14 City reserves the exclusive right to determine the hours of operation of the training facility and
15 pistol range.

16 6. This Agreement shall be of an indefinite duration, subject to cancellation without
17 cause by either party upon providing thirty (30) days written notice to the other party.

18 7. Special events proposed to be conducted by User requiring the exclusive uses of
19 the facilities shall be authorized upon submittal of a request to the City's Firearms Training
20 Coordinator and approval thereof by City's Firearms Training Coordinator.

21 8. City agrees to remain solely responsible for the normal maintenance and repair of
22 the facilities. User agrees to pay City any and all reasonable costs resulting from the destruction
23 or partial destruction of the training facility and pistol range which is caused as the result of the
24 use of User of the said facility.

25 9. In consideration for the use of this pistol range, User agrees to pay City as follows:

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27

1 ***Ten dollars (\$10) per User's employee per day for a maximum of one thousand and five***
2 ***hundred dollars (\$1,500) per fiscal year.***

3 10. User also agrees to provide all items for training including, but not limited to,
4 ammunition, targets, weapons, etc.

5 11. User must provide a certified range master or certified training supervisor to
6 conduct such training. Such person must be present throughout the use of the pistol range by
7 User. Such person also must be approved by the City's Firearms Training Coordinator prior to
8 the conduct of User's training.

9 12. City shall not be liable for any loss, damage or injury of any kind whatsoever to
10 User or its property, or to any of User's officers, employees, and agents, guests or invitee, or any
11 other person whomsoever, caused by any use of the training facility or pistol range, or by any
12 defect in any building, structure or any other improvement constructed thereon, or arising from
13 any accident on the said premises or any fire or other casualty thereon, or occasioned by the
14 failure on the part of User to maintain, use, supervise, or regulate the premises in a safe manner,
15 or by any act or omission of User or of any of User's officers, employees, and agents, guests, or
16 invitee, or arising from any other cause whatsoever, and User hereby waives on its behalf all
17 claims and demands against City, its officers and employees for any such loss, damage or injury
18 of User. User hereby agrees to indemnify and save, defend and hold City, its officers and
19 employees free and harmless from any liability for any loss, damage or injury to persons, or
20 property, and from all costs, expenses and other charges arising from User's use of the facility in
21 connection with this Agreement.

22 13. User agrees that any and all of its officers, employees, agents or other personnel
23 that may utilize the facility are in no way employees of the City of Riverside. Should any
24 officer, employee, agent, or other personnel of User submit a claim for any cumulative trauma,
25 including, but not limited to hearing loss arising out of his/her employment relationship with

26
27

1 User relating to the use of City's facility, that User will agree to indemnify, defend and hold
2 City, its officers and employees harmless from all such claims, whether made by way of civil
3 litigation, arbitration or through the worker's compensation forum.

4 User relating to the use of City's facility, that User will agree to indemnify, defend and
5 hold City, its officers and employees harmless from all such claims, whether made by way of
6 civil litigation, arbitration or through the workers compensation forum.

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

9
10 CITY OF RIVERSIDE, a municipal corporation USER, Riverside Community College District

11
12 By: _____ By: _____
13 Tom Evans, Interim City Manager James Buysee, Vice Chancellor of Finance

14
15 Attest: _____
16 Colleen J. Nicol, City Clerk

17
18 APPROVED AS TO FORM:
19
20 By: _____
21 James E. Brown
22 Supervising Deputy City Attorney
23
24
25
26
27

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND DEVELOPMENT

Report No.: V-B-1

Date: April 19, 2005

Subject: District Five-Year Construction Summary

Background: Staff is asking the Board of Trustees to review the attached 2007-2011 Five-Year Construction Summary and attached Load Ratios for the Moreno Valley, Norco and Riverside campuses. The Load Ratios are what allow submittal of construction projects for the District.

This summary is a precondition to the 2007-2011 Five-Year Capital Construction Plan that will be submitted to the California Community Colleges Chancellor's Office following the Board of Trustees approval. This plan will be presented for action at the May 2005 Board of Trustees meeting.

Recommendation Action: It is recommended that the Board of Trustees receive this summary for information only.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FIVE YEAR PLAN
 State Vote for 06/07 Bond June or November**

NO	PROJECT/CAMPUS	CATEGORY	4-YEAR BOND				NEW 4-YEAR BOND				NEW 4-YEAR BOND			
			2004/05	2005/06	2006/07	2007/08	2008/09	2009/2010	2010/2011	2011/2012	2012/2013			
	Main Luther King High-Tech Center (IPR/IFPP) RCC, Total: \$8,157,000 - State Occupancy	C	E=\$4,264,000	Occupancy										
	Physical Education Complex, Ph I (IPR/IFPP) RCC, Total: \$5,025,600 - State & Non-State		C=\$4,300,330	E=\$300,000										
	Multi-Tier Parking Structure RCC, Total: \$22,850,363 - Non-State		CE=\$21,463,734											
	Lovelin Complex Swing Space RCC, Total: \$4,308,844		PW = \$276,272	CE=\$4,032,672										
	Quad Building Reconstruction (IPR/IFPP) RCC, Total: \$13,147,000 - State	C		C=\$12,175,000	E=\$972,000	Occupancy								
	Center for Primary Education (IPR/IFPP) RCC Share, Total: \$6,019,419 - State & Non-State	B		APVW=\$1,426,514	C=\$4,356,586	Occupancy								
	School for Performing Arts - Phase I (IPR/IFPP) RCC, Total: \$37,426,620 - State & Non-State	B			PW=\$3,138,041	Occupancy								
	Lovelin Complex Swing Space REMODEL RCC, Total: \$TBD													
	Natural/Biological/Phy./Health Science Ctr. (IPR/IFPP) RCC, Total: \$34,869,028 - State	B				PW=\$2,557,734	C=\$30,100,590	Occupancy		E=\$2,310,705	Occupancy			
	Student Services Center (IPR) RCC, Total: \$7 - State													
	Physical Education Complex, Ph II (IPR/IFPP) RCC, Total: \$9,627,000 - State	D-1				PWC=\$9,497,000								
	Lovelin Complex Swing Space REMODEL RCC, Total: \$TBD													
	Physical Education Complex, Ph III (IPR/IFPP) RCC, Total: \$18,640,000 (\$5,355,000 N/State)	D-1												
	ADA Transition II													
	Utility Master Plan													
	Landis Modernization													
	Traffic Master Plan													
	Early Childhood Education Center (IPR/IFPP) Norco, Total: \$2,395,000 - State BOG Approved	D-1	E=\$156,000											
	Phase III Norco/Industrial Tech (IPR/IFPP) Norco, Total: \$17,470,275 - State	B		PW=\$1,165,801	C=\$13,505,267	Occupancy								
	Norco Center Site Development Norco - \$4,880,000 - N/CUSD	E												
	Norco Student Center Norco, Total: \$14,537,000 - State													
	Early Childhood Education Ctr. (IPR/IFPP) MoVal, Total: \$2,239,000 - State BOG Approved	D-1	E=\$153,000											
	Ph III-Student Academic Services Facility (IPR/IFPP) MoVal, Total: \$10,625,851 - State	B												
	Moreno Valley Center Site Development MoVal, Total: \$5,880,000 - Non-State													
	TOTAL FUNDING PER YEAR		\$30,840,336	\$19,099,987	\$21,983,894	\$50,110,205	\$62,971,241	\$34,367,539	\$14,047,000	\$2,997,000				

LEGEND:
 A = Acquisition P = Preliminary Plans W = Working Drawings C = Construction E = Equipment/Occupancy
 R = Riverside/City Campus M = Moreno Valley Campus Norco Campus - Alternate Funding

Note: Revisit Riverside, Norco, Moreno Valley Master Plan

**MORENO VALLEY CAMPUS
 BUILDING PROJECTS
 Option 1**

Project	Year of Completion	Available ASF and Load Ratios on Completion of Projects							Total Building ASF
		Lecture	Lab	Office	Lib	AVTV	Other		
Current Load Ratios	2004/05	62%	117%	71%	73%	69%			
Early Childhood Education Load Ratios	2004/05	68%	117%	75%	75%	69%			
ASF		1,200	0	927	0	0	4,073 asf (Demo, Observation and other space)	6,200	
Secondary Effects of Early Childhood Education	2004/05	68%	117%	80%	76%	84%			
ASF		0	0	840	100	550	273 asf (Meeting room or other space)	1,763	
Phase III - Student Center Load Ratios	2009/10	91%	100%	80%	103%	100%			
ASF		7,200	0	4,750	3,300	1,300	6,900 asf (Student Services, Meeting Rooms and other space)	23,450	
Remaining Available ASF	2009/10	99%	100%	99%	103%	100%			
ASF		1,600	0	4,400	0	0		6,000	

**NORCO CAMPUS
 BUILDING PROJECTS**

Project	Year of Completion	Available ASF and Load Ratios on Completion of Projects							Total Building ASF
		Lecture	Lab	Office	Lib	AVTV	Other		
Current Load Ratios	2004/05	56%	66%	72%	72%	46%			
Early Childhood Education Load Ratios	2004/05	61%	66%	79%	72%	46%			
ASF		1,200	0	900	0	0	4,073 asf (Demo, Observation and other space)	0	6,200
Phase III-Norco/Industrial Tech	2007/08	90%	93%	78%	66%	68%			
ASF		8,550	17,100	2,490	0	1,050		3,367	32,557
Norco Student Center	2012/13	78%	54%	67%	59%	66%			
ASF		0	0	1,000	0	0		39,500	40,000
Remaining Available ASF	2012/13	99%	99%	99%	99%	99%			
ASF		5,900	10,500	9,800	6,100	1,550			

RIVERSIDE CAMPUS BUILDING PROJECTS - VER 3B Reduce RSA Lab from 26,417 asf to 24,417 asf										Actual Building ASF	
Project	Year of Completion	Available ASF and Load Ratios on Completion of Projects								Other	Actual Building ASF
		Lecture	Lab	Office	Lib	AVTV	Other	AVTV	Other		
Current Load Ratios	2004/05	66%	59%	83%	66%	12%					
Martin Luther King High-Tech Center	2005/06	64%	82%	83%	67%	16%					
ASF		0	24,759	1,259	902	320				3,952	31,192
Quad Modernization	2007/08	65%	76%	77%	63%	15%					
Net ASF		4,022	-84	-1,262	-90	0				-2,150	45,110
Center for Primary Education	2008/09	78%	77%	62%	62%	15%					
(Lab ASF increased this year to obtain more Eligibility Points)		0	6,768	959	0	0				5,922 ASF (Childcare Demonstration and Observation Space)	13,649
School for Performing and Media Arts	2008/09	66%	92%	83%	69%	75%					
ASF		2,513	24,417	4,892	5,011	9,185				13,249	59,267
Natural/Biological/Phy./Health Science Center	2009/10	87%	99%	90%	68%	81%				Meeting rooms, assembly, data processing, etc.	
ASF		26,361	34,683	9,620	0	950				7,040	80,000
Student Services Center	2010/11	85%	96%	98%	70%	80%					
12,648 Office ASF (4,448 ASF from Administration Bldg demo + 8,200 ASF in growth)		0	0	12,648	2,500	0				22,590	37,738
Physical Education Complex Phase II (Wheelock Gym Mod.)	2010/11	69%	96%	98%	67%	80%				(Total of 24,962 Other asf: PE/Athletic space)	
Net ASF Gain/Loss		3,531	0	-616	0	0				Net growth of 730	28,751
Physical Education Complex Phase III (Huntley Gym Mod.)	2010/11	89%	96%	99%	67%	80%					
Net ASF Gain/Loss		0	0	1,591	0	0					18,711
Remaining Available ASF on Riverside Campus	2012/13	99%	99%	99%	99%	99%					
ASF		8,100	5,100	3,900	23,000	2,000					42,100

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PERSONNEL AND LABOR RELATIONS

Report No.: V-C-1

Date: April 19, 2005

Subject: Summer Workweek

Background: The District has observed Summer Workweek (four, ten-hour days) in the past several years. Consistent with this practice, the District offices, with the exception of the Administration and Finance unit, Cosmetology department, Facilities and Planning department and Ben Clark Training Center, plan to be closed on Fridays effective June 13, 2005 and ending Friday, August 19, 2005.

The Friday closure will result in savings to the District and enhance morale for the classified employees.

Recommended Action: It is recommended the Board of Trustees approve the closure on Fridays, with the exception of the Administration and Finance unit, Cosmetology department, Facilities and Planning department and Ben Clark Training Center, and the four, ten-hour day workweek from June 13 through August 19, 2005.

Salvatore G. Rotella
Chancellor

Prepared by: Rosella Marilao
Associate Vice Chancellor, Human Resources

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No. V-D-1

Date: April 19, 2005

Subject: Adoption of Resolution No. 34-04/05 Authorizing the Issuance of 2005 General Obligation Refunding Bonds

Background: On March 2, 2004, voters of the District authorized the District to issue \$350 million of general obligation bonds to finance the acquisition, construction and modernization of certain District property and facilities. In August of 2004, the District issued its Series 2004A and Series 2004B Bonds in the amount of \$65 million and began implementing the District's capital improvement plan. The District has \$285 million of remaining bond authorization, which it expects to issue in the future.

Due to lower interest rates and an increase in the total assessed valuation of property in Riverside County, the District currently has an opportunity to refinance its Series 2004A Bonds to accomplish three objectives: (1) reduce the number of years that taxpayers will be required to pay for the Series 2004A Bonds; (2) reduce total debt service on the Series 2004A Bonds; and (3) provide additional funds to pay for vital projects. These three objectives can be accomplished without exceeding the tax rate shared with voters during the election. The extent to which the refinancing will accomplish these goals will depend on market interest rates at the time the financing is implemented. The likelihood of interest rate increases gives a sense of urgency to this matter.

The attached resolution authorizes the District to issue general obligation refunding bonds and authorizes District staff to carry out actions necessary or advisable to implement the refinancing.

Recommended Action: It is recommended that the Board of Trustees adopt Resolution No. 34-04/05 authorizing the issuance and sale of 2005 General Obligation Refunding Bonds and the refunding of the District's Series 2004A General Obligation Bonds.

Salvatore G. Rotella
Chancellor

Prepared by: James L. Buysse
Vice Chancellor
Administration and Finance

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 34-04/05**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE RIVERSIDE COMMUNITY COLLEGE DISTRICT AUTHORIZING THE ISSUANCE OF RIVERSIDE COMMUNITY COLLEGE DISTRICT (RIVERSIDE COUNTY, CALIFORNIA) 2005 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, a duly called election was held in the Riverside Community College District, Riverside County, State of California (hereinafter referred to as the "District"), on March 2, 2004 (the "Authorization") and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$350,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District;

WHEREAS, pursuant to the Authorization, the Board of Supervisors of Riverside County (the "County") has issued on behalf of the District an aggregate principal amount of \$55,205,000 of Riverside Community College District (Riverside County, California) General Obligation Bonds, Election of 2004, Series 2004A (the "Prior Bonds");

WHEREAS, pursuant to Section 53550 of the Government Code, the District is authorized to issue refunding bonds (the "Refunding Bonds") to refund all or a portion of the Prior Bonds (the "Refunded Bonds");

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation refunding bonds of the District, and the indebtedness of the District, including this proposed issue of Refunding Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE RIVERSIDE COMMUNITY COLLEGE DISTRICT, RIVERSIDE COUNTY, CALIFORNIA, AS FOLLOWS:

SECTION 1. Purpose. That to refund all or a portion of the aggregate principal amount of the Refunded Bonds, to provide funds for authorized projects, and to pay all necessary legal, financial, and contingent costs in connection therewith, the District authorizes the issuance of the Refunding Bonds, to be styled as the Riverside Community College District (Riverside County, California) 2005 General Obligation Refunding Bonds, in one or more series in an aggregate principal amount not to exceed \$60,000,000. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Section 53550(e) and (f) and Section 53587 of the Government Code.

SECTION 2. Paying Agent. The Board does hereby authorize the appointment of U.S. Bank National Association as the authenticating agent, bond registrar, transfer agent and paying agent (collectively, the “Bond Registrar”) for the Refunding Bonds on behalf of the District.

SECTION 3. Terms and Conditions of Sale. The Refunding Bonds shall be sold at one or more negotiated sales upon the direction of the President/Superintendent of the District (the “President”). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4. Approval of Purchase Contract. The form of Purchase Contract (the “Purchase Contract”) by and between the District and UBS Financial Services Inc. (the “Underwriter”), for the purchase and sale of the Refunding Bonds, substantially in the form on file with the Secretary of the Board, is hereby approved and the President, the Vice President, Administration and Finance of the District (the “Vice President”), each alone, or a designated deputy thereof, is hereby authorized to execute and deliver the Purchase Contract, but with such changes therein, deletions therefrom and modifications thereto as the President, Vice President or designated deputy thereof, each alone, may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rates of the Refunding Bonds shall not exceed the maximum rate permitted by law, and the discount, excluding original issue discount thereon shall not exceed 1.0% of the aggregate principal amount of the Refunding Bonds. The President, the Vice President or any designated deputy thereof, each alone, is further authorized to determine the principal amount of the Refunding Bonds to be specified in the Purchase Contract for sale by the District up to \$60,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

- (a) “**Act**” means Sections 53550 *et seq.* of the California Government Code.
- (b) “**Accreted Interest**” means, with respect to the Capital Appreciation Bonds, the Accreted Value thereof minus the Denominational Amount thereof as of the date of calculation.
- (c) “**Accreted Value**” means with respect to the Capital Appreciation Bonds, as of the date of calculation, the Denominational Amount thereof, plus Accreted Interest thereon to such date of calculation, compounded semiannually on each February 1 and August 1 (commencing on August 1, 2005 (unless otherwise provided in the Purchase Contract)) at the stated Accretion Rate to maturity thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of twelve 30-day months.
- (d) “**Accretion Rate**” means, unless otherwise provided by the Purchase Contract, that rate which, when applied to the Denominational Amount of any Capital Appreciation Bond and compounded semiannually on each February 1 and August 1 (commencing August 1, 2005), produces the Maturity Value on the maturity date.
- (e) “**Authorization**” means the authorization received by the District to issue the Prior Bonds at an election held on March 2, 2004.

(f) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of principal and Maturity Value of and interest on the Refunding Bonds.

(g) **“Bond Payment Date”** means (unless otherwise provided by the Purchase Contract) February 1 and August 1 of each year commencing August 1, 2005 with respect to the interest on the Current Interest Bonds, August 1 of each year commencing August 1, 2005 with respect to the principal payments on the Current Interest Bonds and, with respect to the Capital Appreciation Bonds, the stated maturity dates thereof, as applicable, which dates may be changed as set forth in the Purchase Contract.

(h) **“Bond Registrar”** means U.S. Bank National Association or any successor thereto.

(i) **“Capital Appreciation Bonds”** means the Refunding Bonds the interest component of which is compounded semiannually on each Bond Payment Date to maturity as shown in the table of Accreted Value for such Refunding Bonds in the Official Statement.

(j) **“Current Interest Bonds”** means the Refunding Bonds the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(k) **“Denominational Amount”** means, with respect to the Capital Appreciation Bonds, the initial principal amount thereof, and, with respect to the Current Interest Bonds, the principal amount thereof.

(l) **“Depository”** means the securities depository acting as Depository pursuant to Section 6(c) hereof.

(m) **“DTC”** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as securities depository for the Refunding Bonds.

(n) **“Escrow Agreement”** means the Escrow Agreement relating to the Refunded Bonds, dated as of May 1, 2005 (or other date specified in the Official Statement), by and between the District and U.S. Bank National Association, or any other successor thereto, as escrow agent.

(o) **“Federal Securities”** means direct or indirect noncallable obligations of, or noncallable, nonprepayable obligations unconditionally guaranteed as to full and timely payment of principal and interest by, the United States of America, but excluding investments in mutual funds or unit investment trusts.

(p) **“Information Services”** means Financial Information, Inc.’s “Daily Called Bond Service; Standard and Poor’s J.J. Kenny Information Services’ Called Bond Service; Moody’s Municipal and Government.

(q) **“Maturity Value”** means the Accreted Value of any Capital Appreciation Bond on its maturity date.

(r) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(s) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(t) **“Principal” or “Principal Amount”** means, with respect to any Current Interest Bond, the principal or principal amount thereof and, with respect to any Capital Appreciation Bond, the Denominational Amount.

(u) **“Record Date”** means the fifteenth (15th) day of the month preceding each Bond Payment Date.

(v) **“Securities Depositories”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320 with Cede & Co. as its nominee.

(w) **“Term Bonds”** means those Refunding Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(x) **“Transfer Amount”** means, with respect to any Outstanding Current Interest Bond, the Principal Amount and, with respect to any Capital Appreciation Bond, the Maturity Value.

SECTION 6. Terms of the Refunding Bonds.

(a) **Denomination, Interest, Dated Dates.** The Refunding Bonds shall be issued as bonds registered as to both principal and interest, in the denominations of, with respect to the Current Interest Bonds, \$5,000 Denominational Amount or any integral multiple thereof (except for one odd denomination), and with respect to the Capital Appreciation Bonds, \$5,000 Maturity Value or any integral multiple thereof (except for one odd denomination). The Refunding Bonds will be initially registered to “Cede & Co.,” the nominee of the Depository Trust Company, New York, New York.

Each Capital Appreciation Bond shall be dated, and shall accrete interest from, its date of initial issuance. Capital Appreciation Bonds will not bear interest on a current basis.

Each Current Interest Bond shall be dated the date of delivery or such other date as shall appear in the Purchase Contract or the Official Statement (the “Date of Delivery”), and shall bear interest at the rates set forth in the Purchase Contract from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 15th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2005 or such other date set forth in the Official Statement, in which event it shall bear interest from the Date of Delivery. Interest with respect to the Current Interest Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

The Capital Appreciation Bonds shall mature in the years and shall be issued in the aggregate Denominational Amount set forth in the Purchase Contract or the Official Statement and shall compound interest at the Accretion Rates and shall have Denominational Amounts per each five

thousand dollars (\$5,000) in Maturity Value as shown in the Accreted Value Table attached to the Official Statement; provided, that in the event that the amount shown in such Accreted Value Table and the Accreted Value calculated by the District and approved by the Bond Insurer by application of the definition of Accreted Value set forth in Section 5 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Bond.

The Refunding Bonds shall bear or accrete interest at a rate or rates such that the average interest rates and maximum interest yields of the Refunding Bonds shall not exceed the maximum rate permitted by law. Interest shall be payable on the respective Bond Payment Dates.

No Refunding Bond of any series shall mature later than the final maturity date of the Refunded Bonds to be refunded by such Refunding Bonds.

(b) Redemption.

(i) Optional Redemption. The Refunding Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Mandatory Redemption. Any Refunding Bonds sold as Term Bonds shall be subject to mandatory sinking fund redemption as provided in the Purchase Contract or Official Statement.

(iii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the redemption of Refunding Bonds and less than all Outstanding Refunding Bonds are to be redeemed, the Bond Registrar, upon written instruction from the District, shall select Refunding Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Bond Registrar shall select Refunding Bonds for redemption by lot. Redemption by lot shall be in such manner as the Bond Registrar shall determine; provided, however, that the portion of any Current Interest Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof and the portion of any Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Maturity Value thereof.

(iv) Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b)(i) hereof, the Bond Registrar, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Bond Registrar, the redemption price, the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed, the Refunding Bond numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the Principal Amount of such Refunding Bond to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed at the redemption price thereof, together

with the interest accrued or accreted to the redemption date thereon, and that from and after such date, interest with respect thereto shall cease to accrue or accrete.

The Bond Registrar shall take the following actions with respect to such Redemption Notice:

(A) At least 30 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Refunding Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(B) At least 30 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service to each of the Securities Depositories.

(C) At least 30 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service to one of the Information Services.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds. Each check issued or other transfer of funds made by the Bond Registrar for the purpose of redeeming Refunding Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer.

(v) Partial Redemption of Refunding Bonds. Upon the surrender of any Refunding Bond redeemed in part only, the Bond Registrar shall execute and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued or accreted to the applicable date of redemption) having been set aside in the District's Debt Service Fund, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 6(b)(i) hereof, together with interest accrued or accreted to such redemption date, shall be held by the Bond Registrar so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Refunding Bonds to be redeemed shall cease to accrue or accrete and become payable. All money held by or on behalf of the Bond Registrar for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Bond Registrar.

(vii) Refunding Bonds No Longer Outstanding. When any Refunding Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Bond Registrar, in form satisfactory to it, and sufficient moneys shall be held by the Bond Registrar irrevocably in trust for the payment of the redemption price of such Refunding Bonds or portions thereof, and, in the case of Current Interest Bonds, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Bond Registrar for cancellation.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Refunding Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Refunding Bonds in an authorized denomination. The ownership of each such Bond shall be registered in the Bond Register (as defined below) in the name of the Nominee, as nominee of the Depository and ownership of the Refunding Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

The District and the Bond Registrar shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such the Refunding Bonds. Without limiting the immediately preceding sentence, the District and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Refunding Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to the Refunding Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in the Refunding Bonds to be prepaid in the event the District redeems the Refunding Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Accreted Value, Principal, premium, if any, or interest on the Refunding Bonds. The District and the Bond Registrar may treat and consider the person in whose name each the Refunding Bond is registered in the Bond Register as the absolute owner (the "Registered Owner" or "Owner") of such the Refunding Bond for the purpose of payment of Accreted Value or Principal of and premium and interest on and to such Refunding Bond, for the purpose of giving notices of redemption and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all Accreted Value or Principal of and premium, if any, and interest on the Refunding Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to

payment of Accreted Value or Principal of, and premium, if any, and interest on the Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Accreted Value or Principal of, and premium, if any, and interest on the Refunding Bonds. Upon delivery by the Depository to the Owner and the Bond Registrar, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word "Nominee" in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the Refunding Bonds for the Depository's book-entry system, the District and the Bond Registrar shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Bond Registrar any obligation whatsoever with respect to persons having interests in the Refunding Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Bond Registrar shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Bond Registrar shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Refunding Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for the Refunding Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Refunding Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such the Refunding Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Refunding Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Refunding Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all outstanding Refunding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or the Bond Registrar with respect to Accreted Value or Principal of and premium, if any, or interest on the Refunding Bonds and all notices with respect to such Refunding Bonds shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Bond Registrar notwithstanding any inconsistent provisions herein.

4. Transfer of Refunding Bonds to Substitute Depository.

(A) The Refunding Bonds shall be initially issued as described in the Official Statement. Registered ownership of such Refunding Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its Nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) (“Substitute Depository”); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all outstanding Refunding Bonds by the Bond Registrar, together with a written request of the District to the Bond Registrar designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Refunding Bonds then outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all outstanding Refunding Bonds by the Bond Registrar, together with a written request of the District to the Bond Registrar, new Refunding Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Bond Registrar shall not be required to deliver such new Refunding Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption of any Refunding Bonds evidencing a portion of the Maturity Value or Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in Maturity Value or Principal, in form acceptable to the Bond Registrar, all in accordance with the Letter of Representations. The Bond Registrar shall not be liable for such Depository’s failure to make such notations or errors in making such notations.

(D) The District and the Bond Registrar shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution

and any applicable laws, notwithstanding any notice to the contrary received by the Bond Registrar or the District; and the District and the Bond Registrar shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Refunding Bonds. Neither the District nor the Bond Registrar shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Refunding Bonds, and the Bond Registrar may rely conclusively on its records as to the identity of the Owners of the Refunding Bonds.

SECTION 7. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the President of the Board, by manual or facsimile signature and countersigned by the manual or facsimile signature of and the seal or facsimile seal of the District affixed thereto by the Secretary of the Board, all in their official capacities. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution. There shall be attached to each Refunding Bond, the legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, and, immediately preceding such legal opinion, a certificate executed with the facsimile signature of the Secretary of the Board of Trustees, said certificate to be in substantially the following form:

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)

Secretary, Board of Trustees

SECTION 8. Bond Registrar; Transfer and Exchange. The Board does hereby appoint U.S. Bank National Association to act as the authenticating agent, bond registrar, transfer agent and paying agent (collectively, the "Bond Registrar") for the Refunding Bonds.

So long as any of the Refunding Bonds remain outstanding, the District will cause the Bond Registrar to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Refunding Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Refunding Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the Principal or Accreted Value of and premium, if any, and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

Any Refunding Bond may be exchanged for Refunding Bonds of like tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Bond Registrar, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Refunding Bond may be transferred on the Bond Register only upon presentation and surrender of the Refunding Bond at the principal office of the Bond Registrar together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer, the Bond Registrar shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Refunding Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date. Capital Appreciation Bonds and Current Interest Bonds may not be exchanged for one another.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Bond Registrar shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Bond Registrar shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding Bond surrendered to the Bond Registrar for payment, retirement, exchange, replacement or transfer shall be cancelled by the Bond Registrar. The District may at any time deliver to the Bond Registrar for cancellation any previously authenticated and delivered Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly cancelled by the Bond Registrar. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Bond Registrar on or before February 1 and August 1 of each year. The cancelled Refunding Bonds shall be retained for six years, then returned to the District or destroyed by the Bond Registrar as directed by the District.

Neither the District nor the Bond Registrar will be required (a) to issue or transfer any Refunding Bonds during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Current Interest Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Bond Registrar as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Bond Registrar for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount or Maturity Value of \$1,000,000 or more may request in writing to the Bond Registrar that

such Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date. The principal, and redemption price, if any, payable on the Current Interest Bonds and the Accreted Value and redemption price, if any, on the Capital Appreciation Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Bond Registrar. The interest, Accreted Value, Principal and premiums, if any, on the Refunding Bonds shall be payable in lawful money of the United States of America. The Bond Registrar is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof. The Refunding Bonds are general obligations of the District, payable without limit as to rate or amount from the levy of *ad valorem* property taxes upon all property subject to taxation within the District.

SECTION 10. Form of Refunding Bonds. The Refunding Bonds shall be in substantially the following form, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution, the Purchase Contract and the Official Statement.

(Form of Current Interest Bond)

**REGISTERED
NO.**

**REGISTERED
\$**

RIVERSIDE COMMUNITY COLLEGE DISTRICT
(RIVERSIDE COUNTY, CALIFORNIA)
2005 General Obligation Refunding Bond

INTEREST RATE: **MATURITY DATE:** **DATED AS OF:** **CUSIP**
____% per annum August 1, _____ _____, 2005

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Riverside Community College District (the "District") in Riverside County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 2005. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 15th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2005, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Bond Registrar, initially U.S. Bank National Association. Principal is payable upon presentation and surrender of this bond at the principal office of the Bond Registrar in Los Angeles, California. Interest is payable by check or draft mailed by the Bond Registrar on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Current Interest Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Bond Registrar that the Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been

made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution (described below) until the Certificate of Authentication below has been signed.

This bond is one of an authorization of bonds issued by the District pursuant to Government Code Section 53550 *et seq.* (the "Act") for the purpose of refunding certain of the outstanding bonds of the District's General Obligation Bonds, Election of 2004, Series 2004A, and to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Trustees of the District adopted on April 19, 2005 (the "Bond Resolution"). This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The bonds of this issue are general obligations of the District.

The bonds of this issue are comprised of \$_____ principal amount of Current Interest Bonds, of which this bond is a part (a "Current Interest Bond") and Capital Appreciation Bonds of which \$_____ represents the Denominational Amount and \$_____ represents the Maturity Value.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Bond Registrar in Los Angeles, California, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Bond Registrar, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Bond Registrar may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

Neither the District nor the Bond Registrar will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Current Interest Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Current Interest Bonds maturing on or after August 1, 20__ are subject to redemption on or after August 1, 20__ or on any date thereafter at the option of the District as a whole or in part at a Redemption Price equal to the Principal Amount of

the Current Interest Bonds called for redemption, plus interest accrued thereon to the date fixed for redemption.

The Current Interest Bonds maturing on August 1, 20__ are subject to mandatory redemption from moneys in the Debt Service Fund prior to their stated maturity date, at the Principal Amount thereof without premium on each August 1, on and after August 1, 20__, in the Principal Amounts as set forth in the following table:

<u>Redemption Dates</u>	<u>Principal Amounts</u>
TOTAL	\$

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Bond Registrar and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

IN WITNESS WHEREOF, the Riverside Community College District, Riverside County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Trustees, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Trustees, and has caused the seal of the District to be affixed hereto, all as of the date stated above.

**RIVERSIDE COMMUNITY COLLEGE
DISTRICT**

By: _____ (Facsimile Signature)
President, Board of Trustees

COUNTERSIGNED:

(Facsimile Signature)
Secretary, Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2005.

U.S. BANK NATIONAL ASSOCIATION

Registrar

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)

Secretary, Board of Trustees

(Form of Legal Opinion)

(Form of Capital Appreciation Bond)

**REGISTERED
NO.**

**REGISTERED
\$**

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RIVERSIDE COUNTY, CALIFORNIA
2005 General Obligation Refunding Bond

ACCRETION RATE: **MATURITY DATE:** **DATED AS OF:** **CUSIP**
____ % per annum August 1, ____ Date of Delivery

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT:

MATURITY VALUE:

The Riverside Community College District (the "District") in Riverside County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Maturity Value on the Maturity Date, each as stated above, such Maturity Value being comprised of the Denominational Amount and interest accreted thereon. This bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing August 1, 2005, at the Accretion Rate specified above to the Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denomination Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months. Accreted Value and redemption premium, if any, are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Bond Registrar, initially U.S. Bank National Association. Accreted Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the principal office of the Bond Registrar.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution (described below) until the Certificate of Authentication below has been signed.

This bond is one of an authorization of bonds issued by the District pursuant to Government Code Section 53550 *et seq.* (the "Act") for the purpose of refunding certain of the outstanding bonds of the District's General Obligation Bonds, Election of 2004, Series 2004A, and to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Trustees of the District adopted on April 19, 2005 (the "Bond Resolution"). This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The bonds of this issue are general obligations of the District.

The bonds of this issue are comprised of \$_____ principal amount of Current Interest Bonds (each a "Current Interest Bond") and Capital Appreciation Bonds, of which this bond is a part, in the Denominational Amount of \$_____ and the Maturity Value of \$_____.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Bond Registrar, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Bond Registrar, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Bond Registrar may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

Neither the District nor the Bond Registrar will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Capital Appreciation Bonds are not subject to redemption prior to maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Capital Appreciation Bonds of this series, the rights, duties and obligations of the District, the Bond Registrar and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

IN WITNESS WHEREOF, the Riverside Community College District, Riverside County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Trustees and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Trustees, and has caused the seal of the District to be affixed hereto, all as of the date stated above.

**RIVERSIDE COMMUNITY COLLEGE
DISTRICT,**

By: _____ (Facsimile Signature)
President, Board of Trustees

COUNTERSIGNED:

(Facsimile Signature)
Secretary, Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2005.

U.S. BANK NATIONAL ASSOCIATION

Registrar

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and ZIP code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or by any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
Secretary, Board of Trustees

(Form of Legal Opinion)

SECTION 11. Delivery of Refunding Bonds. The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Refunding Bonds, to the original purchaser upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Refunding Bonds; Escrow Agreement. An amount of the net proceeds from the sale of the Refunding Bonds necessary to purchase the Federal Securities sufficient to refund the Refunded Bonds shall be transferred to the Escrow Agent for deposit in the Escrow Fund established under the Escrow Agreement, which amount shall be sufficient to purchase the Federal Securities and hold uninvested an amount or amounts of cash needed to refund the Refunded Bonds all as set forth in a certificate of an Authorized District Official. Proceeds of the sale of the Refunding Bonds desired to pay all or a portion of the costs of issuing the Refunding Bonds may be deposited in the fund of the District held by the Bond Registrar and known as the "Riverside Community College District 2005 General Obligation Refunding Bonds Cost of Issuance Fund" (the "Cost of Issuance Fund") and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds.

Any accrued interest received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "Riverside Community College District 2005 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund") for the Refunding Bonds and used only for payments of principal and interest on the Refunding Bonds. The Debt Service Fund may, at the discretion of the District, be held by the County. Money on deposit in the debt service fund established for the Refunded Bonds collected to make the August 1, 2005 payments on the Refunded Bonds may either be used to pay the principal and interest due on August 1, 2005 on the Refunded Bonds, may be transferred to the Escrow Fund and applied as set forth in the Escrow Agreement or may be used to pay principal and interest due, if any, on the Refunding Bonds. Any premium received by the District from the sale of the Refunding Bonds shall be deposited in the Building Fund for the Prior Bonds and expended solely for the purposes set forth in the Authorization. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the principal and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District. Notwithstanding any of the foregoing, the provisions of this Section 12 as they relate to the application of any premium received by the District from the sale of the Refunding Bonds may be amended by the Purchase Contract or the Official Statement so long as the transactions contemplated by such amendment are in compliance with the provisions of the Act.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal and Maturity Value of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Tax Collector-Treasurer of Riverside County, if the Debt Service Fund is held by the County, to the Bond Registrar which, in turn, shall pay such moneys to DTC to pay the principal and Maturity Value of and interest on the Refunding Bonds. DTC will thereupon make payments of Principal and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of Principal and interest to the beneficial owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been

paid, or provision for such payment has been made, shall be transferred to the general fund of the District.

Except as required below to satisfy the requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay principal and interest on the Refunding Bonds when due.

SECTION 13. Rebate Fund.

(a) General. If necessary, there shall be created and established a special fund designated the "Riverside Community College District 2005 General Obligation Refunding Bonds Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Internal Revenue Code of 1986 (the "Code"), as the same may be amended from time to time, and the Treasury Regulations promulgated thereunder (the "Rebate Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and Section 14 of this Resolution and by the Tax Certificate concerning certain matters pertaining to the use and investment of proceeds of the Refunding Bonds, executed and delivered to the District on the date of issuance of the Refunding Bonds, including any and all exhibits attached thereto (the "Tax Certificate").

(b) Deposits.

(i) Within forty-five (45) days of the end of each fifth year initially beginning on the Date of Delivery and ending August 1 of the subsequent calendar year and thereafter beginning and ending on each successive August 1 (each, a "Bond Year") (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Rebate Regulations, using as the "computation date" for this purpose the end of such five Bond Years, and (2) the District shall deposit to the Rebate Fund from deposits from the District or from amounts available therefor on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the "rebate amount" and the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Refunding Bonds (including amounts treated as the proceeds of the Refunding Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148 (f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations or the small issuer exception of

Section 148(f)(4)(D) of the Code, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, or (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Withdrawal Following Payment of Refunding Bonds. Any funds remaining in the Rebate Fund after redemption of all the Refunding Bonds and any amounts described in paragraph (ii) of subsection (d) of this Section, including accrued interest, shall be transferred to the General Fund of the District.

(d) Withdrawal for Payment of Rebate. Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) not later than sixty (60) days after the end of (a) the fifth (5th) Bond Year, and (b) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Rebate Regulations; and

(ii) not later than sixty (60) days after the payment of all Refunding Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) Rebate Payments. Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by or on behalf of the District.

(f) Deficiencies in the Rebate Fund. In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(g) Withdrawals of Excess Amount. In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, upon written instructions from the District, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) Record Retention. The District shall retain records of all determinations made hereunder until six years after the retirement of the Refunding Bonds.

(i) Survival of Defeasance. Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Refunding Bonds.

SECTION 14. Security for the Refunding Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Refunding Bonds are outstanding in an amount sufficient to pay the principal and Maturity Value of and interest on the Refunding Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is irrevocably pledged for the payment of the Principal and Maturity Value of and interest on the Refunding Bonds when and as the same fall due. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with this Section 14 and Section 53559 of the Act.

SECTION 15. Arbitrage Covenant. The District will restrict the use of the proceeds of the Refunding Bonds in such manner and to such extent, if any, as may be necessary, so that the Refunding Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section.

SECTION 16. Legislative Determinations. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit of the District are pledged for the timely payment of the principal and Maturity Value of and interest on the Refunding Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds. Furthermore, the Board finds and determines pursuant to Section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District.

SECTION 17. Official Statement. An Official Statement relating to the Refunding Bonds to be used in connection with the offering and sale of the Refunding Bonds is authorized to be prepared by Stradling Yocca Carlson & Rauth, a Professional Corporation. The District and the Underwriter are hereby authorized to distribute copies of the Preliminary Official Statement and the Official Statement to persons who may be interested in the purchase of the Refunding Bonds and are directed to deliver copies of any final Official Statement to the purchasers of the Refunding Bonds described therein, in such time and manner as to conform with the requirements of Rule 15c2-12 of the Securities and Exchange Commission. Execution of the Official Statement shall conclusively evidence the District's approval of such Official Statement. The President or Vice President, each alone, are authorized to execute the Official Statement and to deem "final" pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934 the Preliminary Official Statement prior to its distribution.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Refunding Bonds, and to the extent that the Bond Insurer makes payment of the Principal, interest or

Accreted Value of the Refunding Bonds, it shall become the Owner of such Refunding Bonds with the right to payment of Principal, interest or Accreted Interest on the Refunding Bonds, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Bond Registrar shall note the Bond Insurer's rights as subrogee on the registration books for the Refunding Bonds maintained by the Bond Registrar upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due Principal or Accreted Value, the Bond Registrar shall note the Bond Insurer as subrogee on the registration books for the Refunding Bonds maintained by the Bond Registrar upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund is sufficient to pay all Refunding Bonds outstanding and designated for defeasance, including all Principal and interest and premium, if any; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations, together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Refunding Bonds outstanding and designated for defeasance (including all Principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Refunding Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated outstanding Refunding Bonds shall cease and terminate, except only the obligation of the Bond Registrar or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Refunding Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service or Standard & Poor's. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the

underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed "AAA" by Standard & Poor's or "Aaa" by Moody's Investors Service.

SECTION 20. Other Actions, Determinations and Approvals.

(a) Officers of the Board, District Officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby finds and determines that the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds will be less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds.

(c) The Board anticipates that (i) the Refunded Bonds will be redeemed on or about August 1, 2014.

(d) The Board hereby appoints U.S. Bank National Association as escrow agent (the "Escrow Agent") for the Refunding Bonds and approves the form of Escrow Agreement, dated as of May 1, 2005, by and between the District and the Escrow Agent on file with the Secretary of the Board. The President and Vice President, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by either individual's execution and delivery thereof.

(e) The Board hereby appoints UBS Financial Services Inc., as the underwriter, and Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as bond counsel, with respect to the issuance of the Refunding Bonds.

(f) The provisions of this Resolution as they relate to the terms of the Refunding Bonds, may be amended by the Purchase Contract and the Official Statement; if the Purchase Contract so provides, the Refunding Bonds may be issued as crossover refunding bonds pursuant to Section 53558(b) of the Government Code.

SECTION 21. Resolution to Tax Collector-Treasurer. The Secretary of this Board is hereby directed to provide a certified copy of this Resolution to the Tax Collector-Treasurer of Riverside County immediately following its adoption.

SECTION 22. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Refunding Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking

mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Refunding Bonds.

SECTION 23. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

SECTION 24. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 19th day of April, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

President, Board of Trustees
Riverside Community College District

Attest:

Secretary, Board of Trustees
Riverside Community College District

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Trustees of the Riverside Community College District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on April 19, 2005, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: April 19, 2005

Secretary

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: V-D-2

Date: April 19, 2005

Subject: District Telephone System (PBX) Upgrade

Background: The District is utilizing a NEC PBX for its telephone system. The current system has reached the manufacture end of life and needs to be upgraded. NEC offers a solution that allows the District to preserve its investment in the current system infrastructure while at the same time enabling Voice over Internet Protocol (VoIP) for future installations. For a complete description of the proposed system, please refer to the attached page. The cost of this upgrade is \$350,000.00, and staff recommends that the upgrade be funded by Measure C funds.

This proposal has been reviewed by the Riverside, Norco and Moreno Valley Strategic Committees and the District Systems Cabinet.

Recommended Action: It is recommended that the Board of Trustees approve the purchase of the NEC system upgrade in the amount of \$350,000.00, with the financing thereof to be derived from Measure C funds.

Salvatore G. Rotella
President

Prepared by: Steve Gilson
Associate Vice Chancellor
Information Services

PBX UPGRADE PROPOSAL

The NEC 2400 telephone system, originally installed in 1995 with a planned service life of ten years, has reached the end of manufacture support. As a result, no further hardware components will be manufactured, and all system enhancements have ceased as of April 2005. Although the system will continue to be supported by NEC, it is with the understanding that parts will become increasingly difficult to find.

Technology for telephony platforms has changed significantly since the 1995 NEC installation. The current system offerings lean heavily toward a digital network architecture or Voice over IP (VoIP). Briefly, VoIP is voice service delivered using the Internet Protocol over digital data networks. Although this technology has been available for several years, it was considered, until recently, in its infancy stages. Strategically, it is beneficial for the District to begin the migration towards VoIP, as it will gradually become the standard for both commercial and residential telephone service in the future. Given this desired strategy, combined with the end of life of the current system, the District has the following alternatives:

- Retain the current system – While this option requires no immediate monetary investment on the part of the District, it leaves the District vulnerable to outages and lack of repair components.
- Install a pure VoIP system now – This option would require an immediate investment of over \$1,000,000 and would not take advantage of the Districts' investment in the current infrastructure.
- NEC upgrade – This option allows the continued use of the existing infrastructure (wiring and telephone sets) and the concurrent use of VoIP in new, as well as modernized buildings, within the District. It results in a gradual, planned migration to a pure VoIP environment while utilizing the existing infrastructure until such time as buildings are either replaced or modernized. The cost of this option is \$350,000.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: V-D-3

Date: April 19, 2005

Subject: Physical Education Complex (Track and Field - Football Portion Only)

Background: The Physical Education Complex project is well underway. However, 22 working days have been lost due to the substantial rainy season. The excessive rains have adversely impacted the compaction of existing soils of the football field. We have tried several solutions including tilling, aerating and flip-flopping the soils to try and dry the material to a workable moisture level, all without success. The remaining solution to get this project back on track is to remove the uppermost portion of the soil, install a geo grid fabric beneath a finish layer of base material. This will allow us to meet the soil compaction criteria and move forward. At the moment we do not feel that additional funds are required, although we will need to reallocate funds within the project budget to cover the cost of this effort which is estimated at \$84,000.

Recommended Action: It is recommended that the Board of Trustees approve this change to the Track and Field Project and ratify the installation of a geo grid fabric and base material.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No: V-D-4-a

Date: April 19, 2005

Subject: Award of Bid, 12-Passenger Vans

Background: Assembly Bill No. 626 states "SECTION 1. (a) The Legislature finds and declares that the National Transportation Safety Board has recently issued findings that 15-passenger vans, because of their design, are involved in a greater number of single-vehicle accidents that result in rollover crashes than other passenger vehicles. (b) It is the intent of the Legislature that all school districts, private schools, California Community Colleges, and all campuses of the California State University that own a 15-passenger van should require that those vehicles may only be driven by a person holding a commercial driver's license." This law went into effect on January 1, 2005.

All of the Riverside Community College District's vans are 15-passenger vehicles. Since these vans have been deemed unsafe due to rollover accidents by the California Legislature and as it would be difficult for the District to comply with the new requirements regarding driver qualifications, District staff recommends that we purchase 12-passenger vans to replace high mileage vans in the current fleet. By purchasing these vans, the District will be able to provide transportation for students' educational field trips, athletics, and performance group activities as well as other transportation needs while concurrently ensuring compliance with AB626.

On March 2, 2005, bids were received from five vendors in response to the Invitation to Bid for six 12-passenger vans. The results were:

Carmenita Ford Truck Sales	Santa Fe Springs	133,818.00
Ramsey Street Ford	Banning	139,036.29
Fairview Ford	San Bernardino	140,239.56
Raceway Ford	Riverside	141,008.88
Fritts Ford	Riverside	138,983.58

Based upon our review, District staff recommends awarding the total bid amount of \$ 133,818.00 to Carmenita Ford Truck Sales. References for the low bidder were checked and found to be satisfactory. Four vans will be purchased by the District (Resource 1000), and two vans will be purchased by ASRCC.

Recommended Action: It is recommended that the Board of Trustees award the bid for the six (6) Passenger Vans to Carmenita Ford Truck Sales in the amount of \$ 133,818.00 and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No: V-D-4-b

Date: April 19, 2005

Subject: Parking Structure – Riverside City Campus, Resolution No. 33-04/05

Background: On June 16, 2004, the Board approved the construction of a parking structure on the Riverside City Campus using Measure C funds. On October 19, 2004, the Board approved the California Environmental Quality Act study on the parking structure project and authorized the filing of a Negative Declaration and a De Minimis Impact Finding with the Riverside County Clerk's Office. On November 16, 2004, the Board approved the use of \$1,481,912 in Measure C funds to create the pad and retaining wall for the parking structure. On January 25, 2005, the Board approved the parking structure budget of \$19,638,093 with an estimated construction budget of \$16,498,239.

In an attempt to reduce costs and to expedite the completion of this project, District staff reviewed the option of using the Design-Build (DB) procurement process for the parking structure project. The DB procurement process is different from the traditional Design – Bid – Build (DBB) procurement process normally used by public agencies. The DB procurement process was authorized by AB 1000 in 2002 and is governed by the California Community College's District Design-Build Guidelines and Education Code 81700 – 81708.

Education Code Section 81702 requires the following for a community college DB project:

1. A written finding that the design-build procurement process on a specific project will accomplish one of the following objectives:
 - a. Reduce project costs,
 - b. expedite the project's completion, or
 - c. provide features not achievable through the traditional design-bid-build process.
2. The governing board shall review the guidelines developed pursuant to Section 81706 and shall adopt a resolution approving the use of a design-build contract prior to entering into a design-build contract.

The District solicited DB procurement proposals from pre-qualified and experienced contractors and developers to both design and construct the parking structure. Five companies responded and met the criteria to be qualified. The five companies received the project manual and specifications to develop and submit a technical proposal that would produce the best overall project for the intended purpose at the lowest cost.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No: V-D-4-b

Date: April 19, 2005

Subject: Parking Structure – Riverside City Campus, Resolution No. 33-04/05 (continued)

On January 12, 2005, bids were received from 3 vendors in response to the invitation to bid for a parking structure. The results were as follows:

<u>Contractor</u>	<u>ARB</u>	<u>barnhart</u>	<u>Bomel</u>
<u>Base Bid</u>	\$14,975,500	\$18,227,874	\$13,141,000
Alternate 1	415,000	372,131	182,000
Alternate 2	223,600	1,740,985	269,000
Alternate 3	<u>76,000</u>	<u>162,072</u>	<u>80,000</u>
Total	\$15,690,710	\$20,503,062	\$13,672,000

The low bid is \$2,826,239 less than the approved construction budget. In addition, the staff has estimated that the DB procurement process will deliver this project nearly 3 years sooner than through the traditional design-bid-build process.

The DB procurement process used by the District was reviewed by the California Community College's Chancellor's Office and its consultant. The consultant recommended that the RCCD's project be approved by the Chancellor's Office, and the Chancellor's Office has so approved (please see Exhibit A).

Since the low bid meets the requirements for approval of a DB procurement project, the staff recommends that the Board make a finding that the project meets the requirements of Education Code 81702, adopt a resolution approving the use of the design-build procurement contract for this project and award the project to the low bidder, Bomel Construction.

Recommended Action: It is recommended that the Riverside Community College District Board of Trustees adopt Resolution No. 33-04/05 approving the use of the design-bid procurement process for the parking structure, award the contract for the construction of said parking structure to Bomel Construction of Anaheim Hills, California and authorize the Vice Chancellor, Administration and Finance to sign the construction contract.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan, Associate Vice Chancellor, Facilities
Doretta Sowell, Purchasing Manager
Edward Godwin, Director, Administrative Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 33-04/05

**Resolution of the Board of Trustees of the Riverside Community College District
Approving the Use of the Design-Bid Procurement Process for the Construction of the
Parking Structure on the Riverside City Campus**

WHEREAS, Title 3, Part 49, Chapter 3.5 (Section 81700 et seq) of the Education Code of the State of California authorizes a community college governing board to make a written finding and adopt a resolution approving the use of the design-build procurement process for certain construction projects,

WHEREAS, the Board of Trustees of the Riverside Community College District has found that the use of the design-build procurement process for the construction of the parking structure on the Riverside City Campus will result in significant savings to the District and expedite the completion of the project,

WHEREAS, the design-build procurement process used by the Riverside Community College District has been reviewed by the Office of the Chancellor of the California Community Colleges and has been found to comply with the Design-Build Guidelines issued by the Chancellor's Office.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Trustees of the Riverside Community College District as follows:

Section 1: The Board of Trustees of the Riverside Community College District hereby finds that the use of the design-build procurement process will reduce project costs for the construction of the parking structure on the Riverside City Campus as well as expedite project completion.

Section 2: The Board of Trustees of the Riverside Community College District hereby authorizes use of the design-build procurement process for the District's parking structure project.

ADOPTED this 19th day of April, 2005

BOARD OF TRUSTEES OF THE RIVERSIDE
COMMUNITY COLLEGE DISTRICT

EXHIBIT A

STATE OF CALIFORNIA

MARSHALL DRUMMOND, CHANCELLOR

CALIFORNIA COMMUNITY COLLEGES
SYSTEM OFFICE

1102 Q STREET
SACRAMENTO, CA 95814-6511
(916) 445-8752
HTTP://WWW.CCCCO.EDU



March 29, 2005

Aan Tan, Associate Vice Chancellor Facilities & Planning
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506-1299

Dear Aan:

On March 18, 2005, Shelley Petavini and Walt Reno of my staff met with you, your design team and Jeff Gee, Vice President, Education Group, Swinerton Management & Consulting, to review the Riverside Community College District's (RCCD) request to build a parking structure using the design-build delivery method in accordance with Education Code 81700 (AB 1000, Simitian). The district requested approval of the parking structure project at the Riverside City campus as one of the five additional projects authorized for approval by the California Community Colleges System Office.

It was determined that the process RCCD utilized to develop the parking structure design-build project is sound and in alignment with the California Community Colleges Design-Build Guidelines. The professional team advising the district is strong and assures us that they will continue to provide oversight on the project.

I am pleased to approve the Riverside Community College District's request to use design-build for the parking structure project in accordance with Education Code 81700.

If you have any questions, please contact me at (916) 324-9508, or Shelley Petavini, Facility Specialist for the Riverside Community College District at (916) 327-5363.

Sincerely,

A handwritten signature in black ink that reads "Frederick E. Harris".

FREDERICK E. HARRIS, Assistant Vice Chancellor
College Finance and Facilities Planning

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: V-D-5

Date: April 19, 2005

Subject: Storage Area Network for the Norco and Moreno Valley Campuses

Background: The District is implementing a strategy of consolidating computer servers and disk storage to better manage and maintain the Districts' computing needs. Integral components of this strategy are cluster servers and storage area networks (SANs), the hardware that enables such consolidation. Currently, the Riverside City Campus has both cluster servers and SANs; Norco and Moreno Valley have recently purchased cluster servers. In order to bring this project to fruition Districtwide, a SAN needs to be purchased for each of these two campuses. To this end, we are seeking Board permission to proceed with the issuance of a Request for Proposal for these SANs.

A SAN consists of three major components, namely the disks, fiber channel switches, and a SAN controller. It is estimated that each SAN will cost approximately \$130,000.00 allocated in this manner: \$36,000 for the disk (3 terabytes), \$41,000 for the fiber channel switches and \$53,000 for the SAN controller. Staff recommends that the purchase be funded by Measure C and Title 5 funds, using Title 5 funds for the disk and fiber channel switches (approximately \$77,000.00) and Measure C funds for the SAN controller (approximately \$53,000.00). This hardware is consistent with the SANs purchased for the Riverside City Campus and the MLK Teaching and Learning Center.

This proposal has been reviewed and approved by the Norco and Moreno Valley Strategic Planning Technical Committees.

Recommended Action: It is recommended that the Board of Trustees approve the issuance of a Request for Proposal for the SANs for the Norco and Moreno Valley Campuses, with the financing thereof to be derived from Measure C and Title V funds as described above.

Salvatore G. Rotella
President

Prepared by: Steve Gilson
Associate Vice Chancellor
Information Services