ORDER OF BUSINESS

Pledge of Allegiance

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

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

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

Recommended Action: To be Determined

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

II. Chancellor’s Reports

A. Communications

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

Information Only

III. Student Report

IV. Consent Items

A. Action

1. Personnel
   - Appointments and assignments of academic and classified employees.
a. Academic Personnel

1. Appointments
   (a) Management (None)
   (b) Contract Faculty (None)
   (c) Long-Term, Temporary Faculty (None)
   (d) Special Assignments
   (e) Overload Assignments
   (f) Part-Time Faculty, Hourly Assignments
   (g) Child Development Center Hourly Employees
   (h) Coordinators, Academic Year 2005-06
   (i) Extra-Curricular Activities, Academic Year 2005-06

2. Salary Placement Adjustments

3. Salary Reclassifications

4. Separation

b. Classified Personnel

1. Appointments
   (a) Management
   (b) Management – Categorically Funded
   (c) Classified/Confidential
   (d) Classified/Confidential – Categorically Funded (None)
   (e) Professional Experts
   (f) Short Term
   (g) Temporary as Needed Student Workers
(h) Community Education Programs – 2005 Summer and Full Semesters

(i) Special Assignment

2. Professional Growth

3. Permanent Increase in Workload

4. Temporary Increase in Workload

5. Request to Adjust Dates

6. Request for Leave with Pay

7. Separations

2. Purchase Order and Warrant Report -- All District Funds
   - Purchase orders and warrant reports issued by the Business Office.

3. Annuities
   - Tax shelter annuities for employees, amendments and terminations.

4. Budget Adjustments

   a. Budget Adjustments
      - Request approval of various budget transfers between major object codes as requested by administrative personnel.

   b. Resolutions to Amend Budget

      1. Resolution to Amend Budget – Resolution No. 4-05/06 AmeriCorps Local Emergency Readiness Teams (ALERT) Project
         - Recommend adopting a resolution to add income and expenditures to the adopted budget.

      2. Resolution to Amend Budget – Resolution No. 7-05/06 2005-2006 CCNCCE Supporting Actions for Engagement (SAFE) Program
         - Recommend adopting a resolution to add income and expenditures to the adopted budget.

5. Bid Awards
a. Award of Bid – Real Time Captioning Services
   - Recommend awarding a bid for captioning services including a provision for four additional one-year terms upon mutual agreement between the District and the vendor, with increases limited by the consumer price index each given year.

6. Donations (None)

7. Out-of-State Travel
   - Recommend approving out-of-state travel requests.

8. Grants, Contracts and Agreements
   a. Riverside Community College District Participation in an Agreement Between the Long Beach City College Foundation, Acting as Fiscal Agent of the Underfunded Caucus Districts and California Strategies, LLC, a Consulting Firm
      - Recommend approving the agreement to allow the District to participate with the coordination effort of the Underfunded Caucus Districts in support of equalization, growth and non-credit funding.

9. Other Items
   a. Surplus Property
      - Recommend declaring listed property as surplus, finding the property does not exceed $5,000, and authorizing the property be consigned to be sold on behalf of the District.

   b. Destruction of Records
      - Recommend approving the destruction of records as listed pursuant to Board Policy.

   c. Notice of Completion – Martin Luther King, Jr., High Tech Teaching/Learning Center Roof Replacement
      - Recommend accepting the Martin Luther King Jr., High Tech Teaching/Learning Center Roof Replacement project as complete, approving the execution of the Notice of Completion and authorizing the signing of the notice.

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

e. Notice of Completion – PE Complex Modular Facilities
- Recommend accepting the PE Complex Modular Facilities project as complete, approving the execution of the Notice of Completion and authorizing the signing of the notice.

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

**Recommended Action:** Request for Approval

B. Information (None)

V. Board Committee Reports

A. Academic Affairs and Student Services

1. Academic Affairs

   a. Pulled

   b. WorkAbility III Agreement
   - Recommend approving the amended WorkAbility III Contract Agreement with the Department of Rehabilitation for additional funding which will provide assistance to students and Department of Rehabilitation clients in securing training and employment.

   c. Agreement with Cobro Consulting, LLC
   - Recommend approving the agreement to provide customized consulting service, implementation and ongoing technical support services for Comprehensive Program Assessment System.

**Recommended Action:** Request for Approval

2. Performing Arts
a. Agreement with Mark Gunderson  
- Recommend approving the agreement to provide services as the clinician for the RCC Concert Band Festival.

b. Agreement with Don Jaramillo  
- Recommend approving the agreement to provide services as the clinician for the RCC Concert Band Festival.

c. Agreement with Bob Feller  
- Recommend approving the agreement to provide services as the clinician for the RCC Concert Band Festival.

d. Agreement with Don Gunderson  
- Recommend approving the agreement to provide services as the clinician for the RCC Concert Band Festival.

e. Agreement with Tom Leslie  
- Recommend approving the agreement to provide services as the clinician for the RCC Concert Band Festival.

f. Agreement with Mitch Fennell  
- Recommend approving the agreement to provide services as the clinician for the RCC Conducting Symposium.

g. Agreement with Mike Haithcock  
- Recommend approving the agreement to provide services as the clinician for the RCC Conducting Symposium.

h. Agreement with Larry Zalkind  
- Recommend approving the agreement to provide services as the guest soloist for the RCC Wind Ensemble.

i. Agreement with Becky Long  
- Recommend approving the agreement to provide services as the principal cellist for the RCC Symphony.

j. Agreement with Mitch Fennell  
- Recommend approving the agreement to provide services as the clinician for the RCC Concert Band Festival.
k. Agreement with Bodie J. Smith  
   - Recommend approving the agreement to provide recording services for the 2005-2006 RCC Dance Concert Season.

l. Agreement with Sue Williams  
   - Recommend approving the agreement to provide costumes for the 2005-2006 RCC Dance Concert Season.

m. Agreement with James Wunderlich  
   - Recommend approving the agreement to provide musical parts for the RCC Marching Band Pit Percussion 2005 Field Show.

n. Agreement with Wayne Downey  
   - Recommend approving the agreement to provide musical parts and musical direction for the RCC Marching Band Pit Percussion 2005 Field Show.

o. Agreement with Gary Lee  
   - Recommend approving the agreement to provide services as the guitar player for the Off Broadway Play Series production of “Godspell.”

p. Agreement with Carlos Rivera  
   - Recommend approving the agreement to provide services as the bass player for the Off Broadway Play Series production of “Godspell.”

q. Agreement with Scott Janssen  
   - Recommend approving the agreement to provide services as the sound designer for the Off Broadway Play Series production of “Godspell.”

r. Agreement with Anthony Loa  
   - Recommend approving the agreement to provide services as the choreographer for the Off Broadway Play Series production of “Godspell.”

**Recommended Action: Request for Approval**

3. Faculty Affairs

a. Agreement with Los Angeles Valley College  
   - Recommend ratifying the renewal agreement to provide the licensing and set up of 4faculty.org.
b. Agreement with OmniPlatform Software Corp.
- Recommend approving the agreement for custom software development of an online content management system.

**Recommended Action: Request for Approval**

4. Early Childhood Studies

a. Contract with First 5 Riverside County Children and Families Commission
- Recommend ratifying the agreement to provide funds for Early Childhood Education community and staff development.

b. Agreement with Don Hackenberg
- Recommend approving the agreement to provide a one-day workshop on “How to get your children to do what you want them to do.”

c. Resolution No. 5-05/06 with California Department of Education
- Recommend ratifying the resolution to provide meals for children enrolled in the Child Development Program.

**Recommended Action: Request for Ratification**

5. Economic Development

a. Pulled

b. Agreement with David Hunt
- Recommend approving an agreement to form an Industry Advisory Council to act as a liaison between area high schools and to develop a manufacturing strategic plan for the District.

c. Agreement with City of Moreno Valley
- Recommend approving an agreement to provide training services related to the Leadership Academy.

d. Agreement with North American Stainless
- Recommend approving an agreement to provide training services to WorkKeys Pre-employment Testing.
e. Certification and Board Resolution with the State of California Employment Training Panel
   - Recommend approving the resolution of certification.

f. Agreement with Charles Lowe
   - Recommend approving an agreement to provide project management assistance of import and export services for the Center for International Trade Development.

g. Agreement with Learning Resource Network
   - Recommend approving an agreement to perform a review and analysis of Community Education and Contract Education programs.

h. Agreement with Fisher Center for Real Estate and Urban Economics, Haas School of Business, University of California, Berkeley
   - Recommend approving an agreement to conduct a study to examine trends and prospects for expansion of services and business opportunities in foreign markets for California firms.

i. Agreement with Crafton Hills College
   - Recommend approving an agreement to serve as a Regional Academy for Cisco Systems and provide continuing education and support for local instructors.

**Recommended Action: Request for Approval**

6. Moreno Valley Campus

a. Memorandum of Understanding with Saint Francis University
   - Recommend approving the Memorandum of Understanding to provide an opportunity for Riverside Community College District Physician Assistant students to receive course credit towards a Master’s degree from Saint Francis University.

b. Agreement with Desert Ambulance Service, Inc.
   - Recommend approving the affiliation agreement that provides field rotations for Emergency Medical Services students.

c. Agreement with The Flyn Corporation
- Recommend approving the affiliation agreement that provides Emergency Medical Services students with field rotations.

d. Memorandum of Understanding with Nuview Union High School District
- Recommend approving the Memorandum of Understanding regarding the planning of Nuview Bridge Early College High School.

e. Affiliation Agreements with Mission Family Medical Group and Moreno Valley Urgent Care
- Recommend approving the affiliation agreements that provide clinical sites for Physician Assistant students.

**Recommended Action: Request for Approval**

7. Workforce Development

a. Agreement with Nicki Bywater
- Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.

b. Agreement with Dan Crain
- Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.

c. Agreement with Jill Johnson
- Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.

d. Agreement with Sheralyn Pope
- Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.

e. Agreement with Michelle Runnels
- Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.

f. Agreement with Keith Hosea
- Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.

g. Agreement with Nathaniel Rodriguez
- Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.

h. Agreement with Rik Rusovik
- Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.

i. Agreement with Lisa White
- Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.

j. Agreement with Diana Esparza
- Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.

k. Agreement with Sonia Vela
- Recommend approving the agreement to facilitate workshops to fulfill the requirements of the Foster and Kinship Care Education Program.

**Recommended Action: Request for Approval**

8. Performance Riverside

a. Agreement with University/Resident Theatre Association, Inc.
- Recommend approving the agreement for payroll services for Steven Young as lighting designer for the Performance Riverside production of Quilters.

b. Agreement with Teri Ralston
- Recommend approving the agreement for assistant to the director services for the Performance Riverside production of Quilters.

c. Agreement with Karen Rymar
- Recommend approving the agreement for assistant to the director services for Performance Riverside production of Quilters.

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

**Recommended Action: Request for Approval**

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

**Recommended Action: Request for Approval**

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

**Recommended Action: Request for Approval**

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

**Recommended Action: Request for Approval**

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

**Recommended Action: Request for Approval**

**B. Planning and Development (None)**

**C. Personnel and Labor Relations**

1. Contract with California Community Colleges Registry Job Fair
- Recommend approving the contract to attend, exhibit, and advertise District faculty and management positions.
   - Recommend approving the recommendation to close the District from December 26, 2005 through January 2, 2006.

**Recommended Action: Request for Approval**

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

D. Finance and Audit

1. Riverside City College Nursing/Sciences Building, Agreements for Professional Services for Architectural, Civil and Geotechnical Engineering
   - Recommend approving proposed agreements to provide architectural, civil and geotechnical engineering services relative to the Nursing/Sciences Building at Riverside City College.

2. Acceptance of Magnolia Avenue Right-of-Way
   - Recommend accepting a right-of-way on the easterly and westerly sides of Magnolia Avenue between Fifteenth Street and Terracina Drive to facilitate the construction of RCCD’s five level parking structure.

3. Change Order No. 1 – PE Complex/Parking Structure
   - Recommend approving a proposed change order relative to the PE Complex/Parking Structure.

4. Riverside Community College District Foundation Major Gifts Campaign – Advance of Funds Proposal
   - Recommend approving an advance of funds to the RCCD Foundation relative to a major gifts campaign to be undertaken by the Foundation.

**Recommended Action: Request for Approval**

5. 2004-2005 CCFS-311 – Annual Financial and Budget Report
   **Information Only**

E. Legislative (None)

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

**Information Only**

VI. **Administrative Reports**

A. Vice Chancellors

B. Provosts

VII. **Academic Senate Report**

VIII. **Business from Board Members**

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

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

**Recommended Action: Appoint Adhoc Committee Members**

IX. **Comments from the Public**

X. **Closed Session**

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

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

**Recommended Action: To be Determined**

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

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

Trustees Absent
Ms. Kathleen Daley
Ms. Grace Slocum

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

Mr. Carbone led in the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Board President Takano called for a minute of silence in honor of Dr. Wilfred Airey, former RCC Trustee, who passed away on Friday, September 9, 2005. MINUTE OF SILENCE HONORING DR. WILFRED AIREY, FORMER RCC TRUSTEE

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

The Board reconvened to open session at 6:22 p.m., announcing that no action would be reported from closed session. RECONVENEMENT TO OPEN SESSION
Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve the minutes of the regular meeting of August 23, 2005. Motion carried. (3 ayes, 2 absent [Daley/Slocum])

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

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

- Approve the listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 8)
- Approve/ratify the Purchase Orders and Purchase Order Additions totaling $5,392,977.89, and District Warrant Claims totaling $1,894,752.90; (Appendix No. 9)
- Approve amendment to employment contracts and terminations as listed; (Appendix No. 10)
- Accept the new and corrected donations as listed; (Appendix No. 11)
- Grant out-of-state travel as listed; (Appendix No. 12)
- Ratify the agreement, from July 1, 2005 through June 30, 2008, for an amount not to exceed $3,700.00 per year, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;
- Approve the agreement and the addendum to the agreement, from September 14, 2005 through September 30, 2005, for a total cost of $15,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;
Declare the property listed to be surplus, find that the property does not exceed the total value of $5,000.00, and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District, by unanimous vote. (Appendix No. 13)

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

Surplus Property

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

Information

Separations

BOARD COMMITTEE REPORTS

Academic Affairs and Student Services

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

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

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

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

Academic Affairs

Agreement with The Set Company

Agreement with University/Resident Theatre Association, Inc.

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

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

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

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

Workforce Preparation

This item was withdrawn from consideration.

Agreement with Kerry Jones

Agreement with Anthony Gagliardi

Agreement with Michael Charles

This item was withdrawn from consideration.

Memorandum of Understanding with ACS/Perris OASIS Youth Opportunity

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

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

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

Agreement with Riverside City and County Public Library

Modification Addendum #1 to Agreement with Riverside County Economic Development Agency
Motion carried. (3 ayes, 2 absent [Daley/Slocum])

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

Agreement with Vincent Tinto

Economic Development

Agreement with State of California Employment Training Panel

Agreement with George Bonnard

Occupational Education

Agreement with Appel Company

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

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

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

Ratify the agreement, from July 1, 2005 through June 30, 2006, for an amount not to exceed $965.00 per year, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;
Ratify the agreement, from July 1, 2005 through June 30, 2006, for an amount not to exceed $900.00 per year, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

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

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

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

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

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

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve entering into an agreement to perform Proposition 39 audit services for FY 2005 through FY 2007, and authorize the Vice Chancellor, Administration and Finance, to
<table>
<thead>
<tr>
<th>Motion</th>
<th>Description</th>
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<tbody>
<tr>
<td>Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve increasing the credit card account credit limit to $15,000.00. Motion carried. (3 ayes, 2 absent [Daley/Slocum])</td>
<td>Permission to Amend Credit Card Account</td>
</tr>
<tr>
<td>Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement to purchase emission credits through Market-Based Solutions from October 1, 2005 through September 30, 2006, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (3 ayes, 2 absent [Daley/Slocum])</td>
<td>Agreement to Purchase Emission Credits through Market-Based Solutions</td>
</tr>
<tr>
<td>Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the RCC Foundation proposal for an advance of funds in support of a major gifts campaign contingent upon approval of said campaign by the RCC Foundation Board, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (3 ayes, 2 absent [Daley/Slocum])</td>
<td>Proposal for a Major Gifts Campaign</td>
</tr>
<tr>
<td>Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreements with: 1) Steinberg Architects to prepare a Final Project proposal, 2) ARUP Corporation to conduct a seismic, life/safety assessment of Wheelock Gym and Wheelock Stadium and 3) Richard Walton, Consultant, for the Physical Education Phase II project, and authorize the use of Measure C bond proceeds to cover the costs of these agreements, with a total cost of $194,546.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements. Motion carried. (3 ayes, 2 absent [Daley/Slocum])</td>
<td>Agreements for Preparing the Final Project Proposal (FPP) Submittal for the Physical Education, Phase II (Wheelock Gym/Stadium) Project, Riverside City Campus</td>
</tr>
<tr>
<td>Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the</td>
<td>Professional Services for the A. G. Paul Quadrangle</td>
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</table>

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

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

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

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

A comment was made by a member of the community.

The Board adjourned the meeting at 7:55 p.m.
Report No.: IV-A-1-a       Date: October 18, 2005

Subject: Academic Personnel

1. Appointments

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

   It is recommended the following appointments be approved:

   a. Management
      (none)

   b. Contract Faculty
      (none)

   c. Long-Term, Temporary Faculty
      (none)

   d. Special Assignments
      Payment as indicated to the individuals specified on the attached list.

   e. Overload Assignments

      **Summer Intersession 2005**

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

      **Fall Semester 2005**

      The individuals specified on the attached list.
Subject: Academic Personnel

1. Appointments – cont.

f. Part-Time Faculty, Hourly Assignments

   Fall Semester 2005
   The individuals specified on the attached list.

g. Child Development Center Hourly Employees

   Fall Semester 2005
   The individuals specified on the attached list.

h. Coordinators, Academic Year 2005-06

<table>
<thead>
<tr>
<th>Activity</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frankie Moore</td>
<td>Student Activities</td>
</tr>
<tr>
<td>Dimitrios Synodinos</td>
<td>Student Activities</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Performing Arts</td>
<td>Jasminka Knecht</td>
</tr>
</tbody>
</table>

2. Salary Placement Adjustments

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>From Column/Step</th>
<th>To Column/Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Longway</td>
<td>C-6</td>
<td>D-6</td>
</tr>
<tr>
<td>Phu Tran</td>
<td>H-1</td>
<td>H-2</td>
</tr>
<tr>
<td>Valarie Zapata</td>
<td>G-2</td>
<td>H-2</td>
</tr>
</tbody>
</table>
3. Salary Reclassifications

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>From Column</th>
<th>To Column</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Gilligan</td>
<td>C</td>
<td>D</td>
</tr>
<tr>
<td>Lisa Howard</td>
<td>F</td>
<td>G</td>
</tr>
<tr>
<td>Diana MacDougall</td>
<td>B</td>
<td>D</td>
</tr>
</tbody>
</table>

4. Separation

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Last Day of Employment</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scott Parks</td>
<td>Associate Professor, Physical Education/ Head Track and Cross Country Coach</td>
<td>09/30/05</td>
<td>Personal</td>
</tr>
</tbody>
</table>
In accordance with Board Policy 1040, the Chancellor recommends approval of the following appointments:

a. Management

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

b. Management – Categorically Funded

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

c. Classified/Confidential

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

1. Appointments - Continued

d. Classified/Confidential – Categorically Funded
   (None)

e. Professional Experts

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Effective Date</th>
<th>Salary</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Barbee</td>
<td>Professional Expert/Athletic Coach</td>
<td>10/19/05</td>
<td>11-1</td>
<td>Appointment</td>
</tr>
<tr>
<td>Alicia Berber</td>
<td>Professional Expert/Athletic Coach</td>
<td>10/19/05</td>
<td>11-1</td>
<td>Appointment</td>
</tr>
</tbody>
</table>

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

g. Temporary as Needed Student Workers
   Short-term appointments to serve on an hourly, as needed basis, as indicated on the attached list.

h. Community Education Programs – 2005 Summer and Full Semesters
   The following Professional Expert Presenters, indicated below, presented a Community Education program:

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

i. Special Assignment
   Payment to be approved for the following individuals in the amount indicated for their participation in a special project:
   Accompainist III – Heritage Music Foundation – College Night – (10/19/05) and
   Fair Housing Council – Convention Center – (10/20/05)
   Jerome Henderson – Total amount not to exceed $200
2. Professional Growth

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Achievement Step Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Isabel Alanis</td>
<td>Educational Advisor (part-time, 47.5%)</td>
<td>1@$35 &amp; 2@$35</td>
</tr>
<tr>
<td>John Moore</td>
<td>Educational Advisor</td>
<td>1@$35</td>
</tr>
<tr>
<td>Stacy Parsons</td>
<td>College Receptionist (part-time, 57.5%)</td>
<td>4@$35</td>
</tr>
</tbody>
</table>

3. Permanent Increase in Workload

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

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

4. Temporary Increase in Workload

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

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

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

6. Request for Leave With Pay

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

7. Separations

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Effective Date</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Linda Fox</td>
<td>Mailroom Coordinator</td>
<td>10/14/05</td>
<td>Retirement</td>
</tr>
<tr>
<td>Rebecca Gramlich</td>
<td>Secretary III</td>
<td>10/11/05</td>
<td>Personal</td>
</tr>
<tr>
<td>Hanalei Hanohano</td>
<td>Assistant Grounds Manager</td>
<td>10/11/05</td>
<td>Personal</td>
</tr>
</tbody>
</table>
Report No.: IV-A-1-b

Date: October 18, 2005

Subject: Classified Personnel

Submitted by: Richard Ramirez
Acting Associate Vice Chancellor, Human Resources

Transmitted to the Board by: Salvatore G. Rotella
Chancellor

Concurred by: Virginia MacDonald
Chief of Staff/Executive Assistant to the Chancellor

Concurred by: Daniel Castro
President, Riverside City College

Ray Maghroori
Vice Chancellor, Academic Affairs

Brenda Davis
Provost, Norco Campus

James L. Buysse
Vice Chancellor, Administration and Finance

Richard Tworek
Provost, Moreno Valley Campus

Linda Lacy
Vice Chancellor, Student Services/Operations
Dance Touring Ensemble (October 20 – 29, 2005)
Choreograph a piece for the Dance Touring Ensemble lecture/demonstration show.
Compensation at Group 1, Step 2 of the Faculty Hourly Salary Schedule.
Kristin Rooney – Total amount to be paid not to exceed $250
Compensation at Group 1, Step 1 of the Faculty Hourly Salary Schedule.
Lori Dismuke – Total amount to be paid not to exceed $250

Off Broadway Production (October 20 – 30, 2005)
Lighting designer for the Off Broadway production of “Godspell.”
Mark Haines – Paid as a lump sum upon completion in the amount of $1,500

Basic Skills ESL Program Development (October 19 – December 17, 2005)
Develop an ESL proposed program for the RCCD Norco Campus and also continue to do outreach. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
Margarita Shirinian – Total amount to be paid not to exceed $3,000.60

Course Innovation Stipend for ESL Program (October 19 – December 17, 2005)
Co-curriculum develop an ESL program with Margarita Shirinian for the academic school year 2006-07. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
Bonnie Pavlis – Paid as a lump sum upon completion in the amount of $600.12

Course Innovation Stipend for Humanities 4 (September 14 – December 17, 2005)
Re-design and update power point presentations for two Humanities courses. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
Bonnie Pavlis – Paid as a lump sum upon completion in the amount of $1,000

Math 35 with Supplemental Instruction (October 19 – December 17, 2005)
Develop the curriculum for math 35 course to be offered with supplemental instruction. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
Richard Ries – Paid as a lump sum upon completion in the amount of $500

Course Innovation Stipend for Architecture/Architecture Related Classes (10/19/05 – 12/17/05)
Continue to develop a reference guide to assist students in all architecture and related classes. Guide to focus on significant architectural sites in Southern California area for visitation and study. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
Judy Jorgensen – Paid as a lump sum upon completion in the amount of $500

Teacher Preparation Title V Grant (October 1 – December 17, 2005)
CBEST Reading comprehension workshop presenter. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
Jacqueline Simon – Total amount to be paid not to exceed $1,050.21

Teacher Preparation Title V Grant (September 1 – December 17, 2005)
Faculty member will enhance curriculum by developing instructional curriculum for science classes. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
Terry Shaw – Total amount to be paid not to exceed $2,950.59
Title V City Campus Curriculum Development (October 19 – November 4, 2005)
In collaboration with other Title V staff, plan and develop the structure and content of the Title V math mobile laboratory project. Duties will include professional development and related work. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
John Pietro – Total amount to be paid not to exceed $2,700.54

Basic Skills Reading Curriculum Development (October 19 – December 17, 2005)
Develop curriculum for a reading course that will be thematically linked to an English course. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
Diane Dieckmeyer – Total amount to be paid not to exceed $3,600.72

Course Innovation Stipend for Math 10 – Chapter 3-6 (10/19/05 – 12/17/05)
Make lectures available to students as a supplement to their class notes, using Scientific Notebook, to write lecture notes and post online for students to download. Encourages technology use by students and faculty. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
Will Clarke – Paid as a lump sum upon completion in the amount of $1,000

Vocal Jazz Ensemble (November 4 – 22, 2005)
Drummer for the Riverside City College Vocal Jazz Ensemble Concert. Compensation at Group 1, Step 1 of the Faculty Hourly Salary Schedule.
Angela Tabor – Paid as a lump sum upon completion in the amount of $500

Vocal Jazz Ensemble (November 4 – 22, 2005)
Arrange the song “Fly” for the Riverside City College Vocal Jazz Ensemble. Compensation at Group 1, Step 1 of the Faculty Hourly Salary Schedule.
Gerhard Guter – Paid as a lump sum upon completion in the amount of $400

National Science Foundation Advanced Technological Education Program (10/18/05 – 12/17/05)
Project manage ABET accreditation effort; develop and obtain curriculum committee approval for Statistics for Technicians course; establish linkage with Cal Poly Pomona Engineering/Engineering Technology program; and perform other grant related work in support of the Principal Investigator. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
Andy Robles – Total amount to be paid not to exceed $2,250.45

National Science Foundation Advanced Technological Education Program (01/03/06 – 02/09/06)
Project manage ABET accreditation effort; develop and obtain curriculum committee approval for Statistics for Technicians course; establish linkage with Cal Poly Pomona Engineering/Engineering Technology program; and perform other grant related work in support of the Principal Investigator. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
Andy Robles – Total amount to be paid not to exceed $2,000.40
National Science Foundation Advanced Technological Education Program (02/13/06 – 06/08/06)  
Project manage ABET accreditation effort; develop and obtain curriculum committee approval for Statistics for Technicians course; establish linkage with Cal Poly Pomona Engineering/Engineering Technology program; and perform other grant related work in support of the Principal Investigator. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.  
Andy Robles – Total amount to be paid not to exceed $4,000.80

National Science Foundation Advanced Technological Education Program (10/18/05 – 12/17/05)  
Collaborate with Brendan O’Neill to develop and obtain curriculum committee approval for Physics for Technicians course. Compensation at Group 1, Step 1 of the Faculty Hourly Salary Schedule.  
Phu Tran – Total amount to be paid not to exceed $1,504

National Science Foundation Advanced Technological Education Program (01/03/06 – 02/09/06)  
Collaborate with Brendan O’Neill to develop and obtain curriculum committee approval for Physics for Technicians course. Compensation at Group 1, Step 1 of the Faculty Hourly Salary Schedule.  
Phu Tran – Total amount to be paid not to exceed $1,337

Kinetic Conversations (October 20 – December 4, 2005)  
Choreography and performance for Fall Faculty Dance Concert. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.  
Summer LeSueur – Paid as a lump sum upon completion in the amount of $675.13  
Kristin Rooney – Paid as a lump sum upon completion in the amount of $621.27

Kinetic Conversations (October 20 – December 4, 2005)  
Music composition.  
Patrick Doran-Sheeran – Paid as a lump sum upon completion in the amount of $300

Latino Educational Program (October 24 – December 17, 2005)  
Coordinate and supervise the Latino Educators Program. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.  
Clarence Romero – Total amount to be paid not to exceed $1,100.22

Latino Educational Program (February 20 – March 29, 2006)  
Coordinate and supervise the Latino Educators Program. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.  
Clarence Romero – Total amount to be paid not to exceed $1,100.22
ESL 55 Shared Final Exam Development (October 1, 2005 – December 20, 2005)
Coordinate the development of the writing portion of the final exam and the grading and evaluation session of the grammar and writing of the Final Exam for ESL 55. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
   Carla Stoabs – Paid as a lump sum upon completion in the amount of $300

ESL 55 Shared Final Exam Grading (October 1, 2005 – December 20, 2005)
Participate in grading and evaluation session of the grammar and writing of the Final Exam for ESL 55 to be held in December after all classes have completed their final exams.
Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
   Linda Abidin – Paid as a lump sum upon completion in the amount of $150
   Doug Bowen – Paid as a lump sum upon completion in the amount of $150
   Olga Dumer – Paid as a lump sum upon completion in the amount of $150
   Robin Hendrickson – Paid as a lump sum upon completion in the amount of $150
   George Jiang – Paid as a lump sum upon completion in the amount of $150
   Miguel Reid – Paid as a lump sum upon completion in the amount of $150
   Margaret Shirinian – Paid as a lump sum upon completion in the amount of $150
   Carla Stoabs – Paid as a lump sum upon completion in the amount of $150
   Margaret Tjandra – Paid as a lump sum upon completion in the amount of $150
   Jennifer Vallely – Paid as a lump sum upon completion in the amount of $150

ESL 55 Shared Final Exam (October 1, 2005 – December 20, 2005)
Participate in developing the writing portion of the Final Exam for ESL 55 which includes the following activities: meeting with the group to decide on format, evaluating the testing options, deciding on percentage distribution, creating a rubric, developing writing prompts which correspond to the stated student learning objectives of the course. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
   Doug Bowen – Paid as a lump sum upon completion in the amount of $200
   George Jiang – Paid as a lump sum upon completion in the amount of $200
   Miguel Reid – Paid as a lump sum upon completion in the amount of $400
   Carla Stoabs – Paid as a lump sum upon completion in the amount of $400
   Margaret Tjandra – Paid as a lump sum upon completion in the amount of $200
   Jennifer Vallely – Paid as a lump sum upon completion in the amount of $400

Screening/Interviewing Committee (Summer 2005)
Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
   Douglas Alexander – Total amount to be paid not to exceed 11.5 hours
   Anna Marie Amezquita – Total amount to be paid not to exceed 14 hours
   Douglas Beckstrom – Total amount to be paid not to exceed 2.25 hours
   Patricia Bufalino – Total amount to be paid not to exceed 4.5 hours
   Janet Leigh Cordery – Total amount to be paid not to exceed 24.5 hours
   Deborah Hall – Total amount to be paid not to exceed 11.5 hours
   Jimmie Hill – Total amount to be paid not to exceed 7.5 hours
   Donna Lesser – Total amount to be paid not to exceed 4 hours
   Rosina Lopez – Total amount to be paid not to exceed 14 hours
High School Liaison (October 19 – December 15, 2005)
Assist Title V with contacting local high school districts and faculty; opening the lines of communication, coordinating articulation presentations and meetings, and working with college and high school faculty on curriculum alignment and articulation. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
Bonavita Quinto-MacCallum – Paid as a lump sum upon completion in the amount of $500

CAT Internship Project (October 18 – December 17, 2005)
Faculty member to obtain training for configuration and implementation of server messaging.
Janet Lehr – Paid as a lump sum upon completion in the amount of $400

CAT Internship Project (October 18 – December 17, 2005)
Design CAT web site and internship program/class web pages.
Janet Lehr – Paid as a lump sum upon completion in the amount of $2,600

Middle College H.S. Surveys (November 1 – December 16, 2005)
Follow up surveys for graduation classes of 2001 and 2005 as required by grant. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
Tom Hale – Paid as a lump sum upon completion in the amount of $1,000.20

SAFE Grant Service Learning (October 19 – December 17, 2005)
Faculty member will enhance curriculum by revising course and syllabi outlines to include Service Learning.
Compensation at Group 1, Step 1 of the Faculty Hourly Salary Schedule.
VirLynn Burton – Paid as a lump sum upon completion in the amount of $333
Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
Sharon Yates – Paid as a lump sum upon completion in the amount of $333

SAFE Grant Service Learning (October 1 – December 17, 2005)
Incorporating Service Learning into curriculum.
Mark Lewis – Paid as a lump sum upon completion in the amount of $333
Jacqueline Simon – Paid as a lump sum upon completion in the amount of $333

Title V City Campus Curriculum Development (October 19 – December 17, 2005)
To create, implement and assist with curriculum development, planning and implementation of Title V activities as they relate to mathematics, English, ESL, and/or reading. The developer will also serve as a liaison between the department/discipline and the Title V program.
Chad Bemis – Paid as a lump sum upon completion in the amount of $1,000
Christine Sandoval – Paid as a lump sum upon completion in the amount of $1,000
Carla Stoabs – Paid as a lump sum upon completion in the amount of $1,000
Linda Stonebreaker – Paid as a lump sum upon completion in the amount of $1,000
Kennedy Middle College Curriculum (October 19 – December 10, 2005)
Combines effort with math and English faculty to identify any content gaps between RCC
curriculum and CNUSD curriculum. Group will develop Senior College Prep classes to address
any gaps. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
- Michael Cluff – Total amount to be paid not to exceed $1,500
- Jason Parks – Total amount to be paid not to exceed $1,500
- Robert Prior – Total amount to be paid not to exceed $1,500
- Andy Robles – Total amount to be paid not to exceed $1,500

Kennedy Middle College Curriculum (October 19 – December 10, 2005)
Align curriculum and develop materials for RCC and high school; attend relevant CNUSD and
RCC meetings. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
- Carlos Garcia – Total amount to be paid not to exceed $300.06
- Dominique Hitchcock – Total amount to be paid not to exceed $300.06
- Jason Parks – Total amount to be paid not to exceed $300.06
- Judy Perhams – Total amount to be paid not to exceed $300.06
- Fernando Salcedo – Total amount to be paid not to exceed $300.06
- Paul Van Hulle – Total amount to be paid not to exceed $300.06

First Annual Articulation Conference (November 1, 2005)
Faculty member will present at the First Annual Articulation Conference sponsored by Title V
Moreno Valley Campus. Presentation includes preparing senior for college level composition,
weaving RCC English curriculum with High School English curriculum, recruitment of students,
placing into RCC English, collaborating between RCC faculty and high school faculty, and
success rates. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
- Christine Sandoval – Paid as a lump sum upon completion in the amount of $200

First Annual Articulation Conference (November 1, 2005)
Faculty member will attend and participate in the Articulation Conference. This conference will
focus on opening discipline dialogues with high school faculty. Curriculum, standards and skill
sets will be some of the topics discussed. Compensation at Group 1, Step 3 of the Faculty
Hourly Salary Schedule.
- Anna Marie Amezquita – Paid as a lump sum upon completion in the amount of $150
- Patricia Bufalino – Paid as a lump sum upon completion in the amount of $150
- Sean Brake – Paid as a lump sum upon completion in the amount of $150
- Olga Dumer – Paid as a lump sum upon completion in the amount of $150
- Jose Duran – Paid as a lump sum upon completion in the amount of $150
- Fen Johnson – Paid as a lump sum upon completion in the amount of $150
- Bonavita Quinto-MacCallum – Paid as a lump sum upon completion in the amount of $150
- Rolando Regino – Paid as a lump sum upon completion in the amount of $150
- Joe Reynolds – Paid as a lump sum upon completion in the amount of $150
- Kathleen Saxon – Paid as a lump sum upon completion in the amount of $150
- Katie Smith – Paid as a lump sum upon completion in the amount of $150
- Carlos Tovares – Paid as a lump sum upon completion in the amount of $150
- Edd Williams – Paid as a lump sum upon completion in the amount of $150
<table>
<thead>
<tr>
<th>Name</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avila, Patricia</td>
<td>Counseling</td>
</tr>
<tr>
<td>Aycock, Gregory</td>
<td>Counseling</td>
</tr>
<tr>
<td>Bajaj, Pankaj</td>
<td>Computer Information Systems</td>
</tr>
<tr>
<td>Baker, Sandra</td>
<td>Nursing</td>
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## SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
### EMPLOYED AS NEEDED

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<td>Cheryl Burke</td>
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<td>Ruth Ann Milam</td>
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<td>Aya Saito</td>
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<td>Cindi Washam</td>
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<td>Mark Adame</td>
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<tr>
<td>Matthew Hutcheson</td>
<td>Sr. Toolroom Attendant, Sub.</td>
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## SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
### BOARD POLICY 4035

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<td>07/01/05-06/30/06</td>
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<td>Mehret Isaac</td>
<td>Budget/Accounting Specialist</td>
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<td>Jeannine Deloye</td>
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## EMPLOYED AS NEEDED

### SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES

**BOARD POLICY 4035 – CONT.**

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# BOARD RESOLUTION 10-97/98

## VOLUNTEERS

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VOLUNTEERS
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### VOLUNTEERS

**BOARD RESOLUTION 10-97/98 – CONT.**

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RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-2 Date: October 18, 2005

Subject: Purchase Order and Warrant Report – All District Funds

Background: The attached Purchase Order and Warrant Report – All District Funds is submitted to comply with Education Code Sections §81656 and §85231. The Purchase Orders and Purchase Order Additions, totaling $3,141,154.14 requested by District staff and issued by the Business Office, have been reviewed to verify that budgeted funds are available in the appropriate categories of expenditure.

District Warrant Claims (numbers 61985 – 63441) totaling $5,194,201.42 have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. The Riverside County Office of Education’s audit program also has reviewed these claims.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling $3,141,154.14 and District Warrant Claims totaling $5,194,201.42.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager
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<td>P62213</td>
<td>32</td>
<td>Food Service</td>
<td>Jim Jones Maintenance</td>
<td>Repairs - Parts</td>
<td>1,304.26</td>
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<tr>
<td>P62356</td>
<td>11</td>
<td>IS Network Systems</td>
<td>CDW-G</td>
<td>Computer Software Maint/License</td>
<td>1,675.30</td>
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<tr>
<td>P62531</td>
<td>41</td>
<td>Riv Campus - Relocatable Swing Space</td>
<td>Elrod Fence Co., Inc.</td>
<td>Fixtures &amp; Fixed Equipment</td>
<td>1,665.00</td>
</tr>
<tr>
<td>P62619</td>
<td>41</td>
<td>Mo Val, Norco, Riv Campus - Bridge Project</td>
<td>Global CTI Group, Inc.</td>
<td>Comp Equip Additional $5000 &gt;</td>
<td>2,794.85</td>
</tr>
</tbody>
</table>

Subtotal (Pages 1-6) 2,736,148.65  
Subtotal (Page 7-8) 244,707.21  

Purchase Orders $1,000 and Over 2,980,855.86  
Purchase Orders Under $1,000 160,298.28  

Grand Total 3,141,154.14
Subject: Annuities

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Ed Godwin
Director, Administrative Services
Subject: Budget Adjustments

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

<table>
<thead>
<tr>
<th>Program</th>
<th>Account</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Transfer to reallocate the Riverside Title V Program budget. (Fund 12, Resource 1190)</td>
<td>Classified FT Admin</td>
<td>$30,379</td>
</tr>
<tr>
<td></td>
<td>Classified FT</td>
<td>$27,621</td>
</tr>
<tr>
<td>From: Title V</td>
<td>To:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supplies</td>
<td>$20,000</td>
</tr>
<tr>
<td></td>
<td>Equipment</td>
<td>$38,000</td>
</tr>
</tbody>
</table>

|                                  | 2. Transfer to purchase equipment and provide for Academic Special Projects. (Fund 12, Resource 1190) |
| From: Middle College High School, MV | Classified Special Project | $4,000 |
|                                  | Instructional Supplies   | $500    |
| To: Middle College High School, MV | Academic Special Project  | $4,000 |
|                                  | Equipment                | $500    |

|                                  | 3. Transfer to purchase equipment. |
| From: Dean of Education          | Supplies                  | $600    |
|                                  | Postage                   | 40      |
|                                  | Mileage                   | 100     |
|                                  | Conferences               | 825     |
|                                  | Cellular Telephone        | 100     |
|                                  | Other Services            | 66      |
| To: Dean of Education            | Equipment                 | $1,731  |
Report No: IV-A-4-a  Date: October 18, 2005

Subject: Budget Adjustments (continued)

<table>
<thead>
<tr>
<th>Program</th>
<th>Account</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Transfer to provide food for the weekly Emancipation Grant life skills workshops. (Fund 12, Resource 1190)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>From: Emancipation Services Grant</td>
<td>Other Services</td>
<td>$ 14,000</td>
</tr>
<tr>
<td>To: Emancipation Services Grant</td>
<td>Food</td>
<td>$ 14,000</td>
</tr>
</tbody>
</table>

5. Transfer to provide for architect’s fees related to the Landis Art Gallery project.

From: Facilities  All Other Contracts $ 11,921
To: Facilities  Architect’s Fees $ 11,921

6. Transfer to purchase equipment.

From: Information Services  Supplies $ 2,000
To: Information Services  Equipment Replacement $ 2,000

7. Transfer to purchase equipment. (Fund 11, Resource 1090)

From: Performance Riverside  Theater Supplies $ 1,368
To: Performance Riverside  Equipment $ 1,368

8. Transfer to purchase tests.

From: Communications, Norco  Memberships $ 200
To: Communications, Norco  Tests $ 200
Report No: IV-A-4-a                      Date: October 18, 2005

Subject: Budget Adjustments (continued)

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

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

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Ola Jackson
Associate Dean, Teacher Preparation
RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

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

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

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

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

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

____________________________
Clerk or Authorized Agent
### AmeriCorps Local Emergency Readiness Teams (ALERT) Project

<table>
<thead>
<tr>
<th>Year</th>
<th>County</th>
<th>District</th>
<th>Date</th>
<th>Fund</th>
</tr>
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<tbody>
<tr>
<td>06</td>
<td>33</td>
<td>07</td>
<td>10/18/2005</td>
<td>12</td>
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#### INCOME & EXPENDITURES - BUDGET AMENDMENT

**Resolution No. 4-05/06**

<table>
<thead>
<tr>
<th>Fund</th>
<th>SCHOOL</th>
<th>RESOURCE</th>
<th>PY</th>
<th>GOAL</th>
<th>FUNC</th>
<th>OBJECT</th>
<th>AMOUNT</th>
<th>Object Code Description</th>
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</thead>
<tbody>
<tr>
<td>12</td>
<td>0</td>
<td>1190</td>
<td>0</td>
<td>0000</td>
<td>9174</td>
<td>8190</td>
<td>20,800</td>
<td>REVENUE</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>0</td>
<td>6017</td>
<td>9174</td>
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<tr>
<td>12</td>
<td>AJF</td>
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<td>AJF</td>
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<td>6017</td>
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<td>AJF</td>
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<td>0</td>
<td>6017</td>
<td>9174</td>
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<td>9174</td>
<td>5850</td>
<td>166</td>
<td>Fingerprints</td>
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<td>12</td>
<td>AJF</td>
<td>1190</td>
<td>0</td>
<td>6017</td>
<td>9174</td>
<td>5890</td>
<td>9,946</td>
<td>Other Services</td>
</tr>
<tr>
<td>12</td>
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<td>0</td>
<td>6017</td>
<td>9174</td>
<td>5910</td>
<td>901</td>
<td>Indirect Charges</td>
</tr>
</tbody>
</table>

**TOTAL INCOME**

| AMOUNT | 20,800 |

**TOTAL EXPENDITURES**

| AMOUNT | 20,800 |
BACKGROUND: The Riverside Community College District has received continuing funding for the 2005-2006 CCNCCE Supporting Actions for Engagement (SAFE) Program in the amount of $15,000 from the Corporation for National and Community Service through the Community College National Center for Community Engagement (CCNCCE). The funds will be used to support a service learning program that benefits the community and the participants enrolled in the program.

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

Salvatore G. Rotella
Chancellor

Prepared by: Ola M. Jackson
Associate Dean of Teacher Preparation
RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 7-05/06

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

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

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

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

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

____________________________
Clerk or Authorized Agent
### RIVERSIDE COMMUNITY COLLEGE DISTRICT
### INCOME & EXPENDITURES - BUDGET AMENDMENT

**Resolution No. 7-05/06**

**Date:** October 18, 2005

#### 2005-2006 CCNCCE Supporting Actions For Engagement (SAFE) Program

<table>
<thead>
<tr>
<th>Year</th>
<th>County</th>
<th>District</th>
<th>Date</th>
<th>Fund</th>
</tr>
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<tbody>
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<td>05</td>
<td>33</td>
<td>07</td>
<td>10/18/2005</td>
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</table>

<table>
<thead>
<tr>
<th>FUND</th>
<th>SCHOOL</th>
<th>RESOURCE</th>
<th>PY</th>
<th>GOAL</th>
<th>FUNC</th>
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<tbody>
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<td>6017</td>
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<td>8190</td>
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<td>EXPENDITURES</td>
</tr>
<tr>
<td>12</td>
<td>AJF</td>
<td>1190</td>
<td>0</td>
<td>6017</td>
<td>9171</td>
<td>1490</td>
<td>4,000</td>
<td>Special Assignments &amp; Special Projects</td>
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<td>0</td>
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<td>Classified Salary, Overtime</td>
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<td>6017</td>
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<td>9171</td>
<td>4590</td>
<td>3,659</td>
<td>Other Supplies</td>
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<td>AJF</td>
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<td>6017</td>
<td>9171</td>
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<table>
<thead>
<tr>
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<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>15,000</td>
<td>TOTAL INCOME</td>
</tr>
<tr>
<td>15,000</td>
<td>TOTAL EXPENDITURES</td>
</tr>
</tbody>
</table>
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-5-a  Date: October 18, 2005

Subject: Award of Bid – Real Time Captioning Services

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

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

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quick Captioning</td>
<td>$40.00 an hour</td>
</tr>
<tr>
<td>E-Z Captioning</td>
<td>$33.00 an hour</td>
</tr>
</tbody>
</table>

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR’S OFFICE  

Report No.: IV-A-7  
Date: October 18, 2005  

Subject: Out-of-State Travel  

Board Policy 7011 establishes procedures for reimbursement for out-of-state travel expenses; and the Board of Trustees must formally approve out-of-state travel beyond 500 miles; It is recommended that out-of-state travel be granted to:

Retroactive:

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

Current:

1) Mr. Greg Aycock, outcomes and assessment specialist, Title V, Norco Campus, to travel to Indianapolis, Indiana, October 23-25, 2005, to attend the 2005 Assessment Institute. Estimated cost: $1,319.25. Funding source: Title V grant funds.


4) Mr. George Gage, assistant professor, community interpretation in Spanish, Moreno Valley Campus, to travel to Seattle, Washington, November 9-12, 2005, to attend the American Translators Association Annual Conference. Estimated cost: $1,398.55. Funding source: $898.55 from the general fund, and $500.00 from faculty staff development funds.

5) Mr. Henry Jackson, associate professor, applied technology, to travel to Chicago, Illinois, November 14-17, 2005, to attend the FabTech International and American Welding Society Show. Estimated cost: $1,925.00. Funding source: Vocational Industrial Clubs for America grant funds.
RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR’S OFFICE

Report No.: IV-A-7 Date: October 18, 2005

Subject: Out-of-State Travel (continued)


7) Mr. Stephen Kennedy, instructor, applied technology, to travel to Tampa, Florida, November 13-16, 2005, to attend the International Association of General Motors Automotive Service Educational Program. Estimated cost: $1,548.50. Funding source: the general fund.

8) Ms. Anita G. Kinser, assistant professor, nursing education, to travel to Indianapolis, Indiana, November 12-16, 2005, to be a presenter at the Sigma Theta Tau 38th Biennial Convention. Estimated cost: $1,485.39. Funding sources: $200.00 from the general fund, and $1,285.39 to be paid by the employee.

9) Ms. Wilma LaCava, associate professor, nursing education, to travel to Louisville, Kentucky, November 9-13, 2005, to accompany 15 to 20 students attending the National Student Nurses’ Association Mid-Year Conference. Estimated cost: $1,184.19. Funding source: Vocational Technical Education Act grant funds.

10) Ms. Cynthia Lendzion, grant specialist, grants and contract services, to travel to Cranberry, Pennsylvania, November 15-18, 2005, to attend a Compression Planning Workshop by McNellis and Associates. Estimated cost: $3,060.29. (Conference fee is $1,995.00) Funding source: the general fund.

11) Mr. Gary Locke, associate professor, music, and Mrs. Sheila Locke, music specialist, performing arts, to travel to Indianapolis, Indiana, November 10-13, 2005, to accompany the RCC Marching Tigers performing at the Bands of America Grand Nationals. There is no cost to the District.

12) Ms. Jill Marks, director, Gateway to College, to travel to Denver, Colorado, November 3-4, 2005, to attend a Benchmark Meeting by Portland Community College. Estimated cost: $744.50. Funding sources: $575.00 to be paid by Portland Community College grant funding, and $169.50 to be paid by Gateway to College Early College High School Charter School funds.

13) Mr. Jose Medina, Member, Board of Trustees, to travel to Washington, D.C., February 5-8, 2006, to attend the Association of Community College Trustees 2006 Community College National Legislative Summit. Estimated cost: $2,248.10. Funding source: the general fund.
Subject: Out-of-State Travel (continued)

14) Dr. Christopher Nollette, director, emergency medical services/paramedic program, to travel to Dallas, Texas, October 24-28, 2005, to attend the American Heart Association Fall 2005 Education Committee meeting. There is no cost to the District.

15) Dr. Chris Nollette, director, emergency medical services instructor, paramedic program director, to travel to Waltham, Massachusetts, November 3-5, 2005, to attend the National Association of Emergency Medical Services Educators Instructor Course. There is no cost to the District.

16) Dr. Bonavita Quinto-MacCallum, instructor, Spanish, to travel to Miami, Florida, October 22-26, 2005, to attend the National Association for citizens Oversight of Law Enforcement Conference. There is no cost to the District.

17) Chancellor Salvatore Rotella to travel to Florence, Italy, October 27-November 7, 2005, to participate in the Study Abroad Program. Estimated cost: $2,450.00. Funding source: the general fund. (The District will be reimbursed $1,200.00 by the Centers for Academic Programs Abroad.)

18) Ms. Kathleen Rowley, grants writer, grants and contract services, to travel to Cranberry, Pennsylvania, November 15-18, 2005, to attend the Compression Planning Workshop by McNellis and Associates. Estimated cost: $3,175.27. (Conference fee is $1,995.00) Funding source: the general fund.


21) Mr. Gary Storar, telephone systems account clerk, information services, to travel to Irving, Texas, November 27-December 2, 2005, to attend NEC/OpenworX Applications training. Estimated cost: $2,704.35. Funding source: the general fund.
22) Mr. Jeffrey Williamson, statewide director, centers for international trade development, to travel to Beijing, Shanghai, and Hong Kong, China, November 12-19, 2005, with Governor Schwarzenegger’s Trade Mission to China. Estimated cost: $3,129.80. Funding source: Centers for International Trade Development Statewide grant funds.
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT COMMITTEE

Date: October 18, 2005

Report No.: IV-A-8-a

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

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

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

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

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

Salvatore G. Rotella  
President

Prepared by: Dr. Lyn Greene  
Associate Dean, Governmental Relations
Dr. Virginia Baxter  
Executive Director  
Long Beach City College Foundation  
4901 E. Carson Street  
Long Beach, Ca 90808

Dear Virginia;

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

Scope of Services

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

2. To design strategy to develop and expand bi-partisan legislative support for Community College equalization.

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

Compensation:

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

1. The Foundation shall pay the Consultant a retainer fee of US $25,000 for services provided from October 1, 2005 to December 1, 2005.

2. The Foundation shall pay the Consultant a retainer fee of US $25,000 for services provided from December 1 – January 1, 2006.

3. The Consultant will submit two invoices to the Foundation. The invoices should be addressed to the Virginia Baxter, Executive Director, Long Beach City College Foundation 4901 E. Carson Street Long Beach, CA 90808.
4. The invoices shall be paid within 30 days of receipt.

**Duration:**

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

**Conditions:**

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

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

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

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

Best regards,

BOB WHITE
Chairman

ACCEPTED & AGREED:
Long Beach City College Foundation

By: _____________________________
Virginia Baxter

California Strategies, LLC

By: ______________________________________
Bob White, Chairman
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-9-a Date: October 18, 2005

Subject: Surplus Property

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Rick Storti
District Controller
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RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-9-b          Date: October 18, 2005

Subject: Destruction of Records

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

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager
## Destruction of Archived Records

Dated Prior to September 30, 2005

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Dated Prior to September 30, 2005

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## Destruction of Archived Records

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

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

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager
NOTICE OF COMPLETION
Civil Code § 3093 - Public Works

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

Project title or description of work: Martin Luther King Jr., High Tech Teaching/Learning Center Roof Replacement

Date of completion: October 18, 2005

Nature of owner: Public School

Interest or estate of owner: Fee Simple

Address of owner: 4800 Magnolia Avenue, Riverside, CA 92506

Name of contractor: Cabral Roofing

Street address or legal description of site: 4800 Magnolia Avenue, Riverside, CA 92506

Dated: October 18, 2005

Owner: Riverside Community College District

(Name of public entity)

By: _________________________________

President, Board of Trustees

STATE OF CALIFORNIA )
) ss
COUNTY OF RIVERSIDE )

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

Executed at Riverside, CA on October 18, 2005.

__________________________________________

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

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

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager
NOTICE OF COMPLETION

Civil Code § 3093 - Public Works

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

Project title or description of work: Early Childhood Playground Equipment, Norco Campus

Date of completion: October 18, 2005

Nature of owner: Public School

Interest or estate of owner: Fee Simple

Address of owner: 4800 Magnolia Avenue, Riverside, CA 92506

Name of contractor: Gotham Playgrounds and Surfacing

Street address or legal description of site: 2001 Third Street Norco, CA 92860

Dated: October 18, 2005

Owner: Riverside Community College District

(Name of public entity)

By: _________________________________

President, Board of Trustees

STATE OF CALIFORNIA )

) ss

COUNTY OF RIVERSIDE )

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

Executed at Riverside, CA on October 18, 2005.

President, Board of Trustees

County Counsel Form 1 (Rev. 5-71)
Subject: Notice of Completion – PE Complex Modular Facilities

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

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager
NOTICE OF COMPLETION

Civil Code § 3093 - Public Works

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

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

Dated: October 18, 2005
Owner: Riverside Community College District
(Name of public entity)

By: _________________________________
President, Board of Trustees

STATE OF CALIFORNIA )
) ss
COUNTY OF RIVERSIDE )

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

Executed at Riverside, CA on October 18, 2005.

President, Board of Trustees
Subject: Notice of Completion – 48 Modtech Modular Buildings – Relocatable Swing Space

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

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager
NOTICE OF COMPLETION
Civil Code § 3093 - Public Works

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

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

Dated: October 18, 2005
Owner: Riverside Community College District
(Name of public entity)

By: _________________________________
President, Board of Trustees

STATE OF CALIFORNIA )
) ss
COUNTY OF RIVERSIDE )

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

Executed at Riverside, CA on October 18, 2005.

________________________________________
President, Board of Trustees
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.:   V-A-1-b                                      Date:  October 18, 2005

Subject:    WorkAbility III Agreement

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

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

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

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

Salvatore G. Rotella
Chancellor

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

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

CONTRACTOR

CONTRACTOR'S NAME

Riverside Community College District

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

3. The maximum amount of this Agreement is: $228,569.00 (CFDA #84,126A)

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

   Exhibit A – Scope of Work 5 pages
   Exhibit B – Budget Detail and Payment Provisions 2 pages
   Attachment 1, Program Budget and Narrative 11 pages

   Check mark one item below as Exhibit D:
   ☑ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 3 pages
   ☐ Exhibit - D* Special Terms and Conditions
   Exhibit E – Additional Provisions 3 pages

STATE OF CALIFORNIA

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

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Riverside Community College District

PRINTED NAME AND TITLE OF PERSON SIGNING

James L. Buysse, Vice-President Administration and Finance

ADDRESS

4800 Magnolia Avenue, Riverside, CA 92506-1299

STATE OF CALIFORNIA

AGENCY NAME

Department of Rehabilitation

PRINTED NAME AND TITLE OF PERSON SIGNING

Douglas J. Sale, Chief, Contracts and Procurement Section

ADDRESS

2000 Evergreen Street, Sacramento, CA 95815

California Department of General Services Use Only

Agreement Number: 26038
Registration Number: 5160060580781
EXHIBIT A

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

SCOPE OF WORK

I. Introduction

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

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

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

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

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

II. Services To Be Provided

A. Employment Preparation
Guidance 47 (Career Exploration) Course:

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

Guidance 48 (College Success Strategies) Course:
This course is designed to increase the DOR student/client's success in college by assisting the DOR student/client in obtaining skills necessary to reach their educational and career goals. Topics include time management, test taking, study techniques, and listening and questioning skills. It is the intent of this course to empower the DOR student/client with the information to develop tentative educational and career plans. This course will be taught by the WorkAbility III Counselor.

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

Individualized Plan for Employment Implementation (IPE) Support:
DOR student/clients participating in the Workability III/DOR Program at Riverside Community College will receive guidance and support from WorkAbility III staff throughout the course of their individual vocational program.

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

This component consists of interviews with the DOR student/client, discussion and review of their work and medical history, and coordination with the Department of Rehabilitation Counselor in order to provide individualized employment preparation services which will facilitate employment in the vocational objective stated on the DOR
student/client's Individualized Plan for Employment (IPE). Individualized and group instruction via Guidance 47 class will provide the DOR student/client with resume development, completing employment applications, cover letters, thank you letters, and employment interviewing techniques including mock interviews. This instruction may also be offered through RCC’s Career Center which also provides workshops covering job search, interviewing skills, telephone techniques, resume writing, dressing for success and completing employment applications. WorkAbility III staff will refer client-students to these services as appropriate during all phases of the employment services component.

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

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

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

Job Development and Placement:
In addition to DOR student/clients' job seeking efforts, the WA III Career Development Specialist, Support Services Specialist and WA III Adjunct Counselor will collaborate with Job Placement Services to facilitate the transition from school to work of DOR student/clients. Job Placement Services is conveniently located on all three campuses and assists students in finding employment in their occupational field with related
competencies that students have acquired within their particular major. Education and advocacy for DOR student/clients with prospective employers will be an integral component of the WA III program through collaboration with Job Placement Services staff. WA III staff shall continue to work closely with Job Placement Services to provide information on the abilities of individuals with physical and/or mental impairments and the general ease of providing accommodations in the workplace.

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

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

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

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

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

Department of Rehabilitation Contract Administrator:
Uzenzile Poindexter
3130 Chicago Avenue
Riverside, CA 92507
(951) 782-6662
(951) 320-6342 (FAX)
E-mail: upoindex@dor.ca.gov

Riverside Community College District Contract Administrator/Program Coordinator:
Paula McCroskey
4800 Magnolia Avenue
Riverside, CA 92506
(951) 222-8508
(951) 222-8059
E-mail: Paula.McCroskey@rcc.edu

IV. Linkages to Other Community Agencies

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

V. In-Service Training

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

Budget Detail And Payment Provisions

1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

2. This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this contract for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

4. There are no oral understandings or agreements that are not incorporated in this contract.

5. Either party has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

6. The Contractor may make changes to existing line items within an approved budget category as long as such change is necessary for the provision of services to DR consumers and consistent with the budget narrative. The budget categories are (1) Personnel, (2) Operating Expenses, and (3) Indirect/Administrative Overhead. The Contractor will submit an explanation of the need for such change with the claim for payment. The change cannot result in the deletion of any line item. The State reserves the right to deny payment for any change that is determined by the State to be inappropriate. To make changes between budget categories requires a contract budget revision. Changes in line item amounts may not result in an increase of the total contract amount. Other than changes within categories, any alterations or variations to the contract must be contained in a written contract budget revision approved by State's Contract Office and/or written contract amendment, approved by the Department of General Services.

7. Staff Percentage of Time/Number of Hours. The staff position percentages of time/number of hours stated in the budget narrative(s) are considered to be annualized percentages of time/number of hours. Over the term of the contract, the average of each staff position's actual percentage of time/number of hours claimed for the contract period cannot exceed the percentage of time/number of hours stated in the budget narrative for that position. Any changes to the budgeted percentage of time/number of hours of a staff position require a contract revision. The Contractor is responsible for monitoring the
Exhibit B (continued)

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

8. Prompt Payment. The State of California is obligated to promptly pay all invoices; however, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the State is required to pay vendors a late payment if a correct invoice for services/goods is not paid within 45 calendar days. The vendor does not have to request the late payment. The State will determine and send any late payment to the vendor.

By signing this contract, Contractor certifies under penalty of perjury that the Service Budget (DR 801A) does not contain line items that are, or will be, during the period covered by this contract, reimbursed/paid by another source of funding.

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

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

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

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

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

Attachment 1

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

TOTALS

DOR PROGRAM COSTS
(From DOR Program Budget) $103,189

TOTAL PAYMENT BY DOR TO CA
(From Service Budget) $228,569

TOTAL COOPERATIVE AGENCY EXPENDITURES
(From Cooperative Agency Certified Expenditure Budget) $113,538

TOTAL PROGRAM COST $445,296

Cooperative Agency Share 25.50% $113,538
(Certified Expenditure)

Total DOR Share 74.50% $331,758

TOTAL BUDGET $445,296

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

**DOR Program Budget**  
Fiscal Year 2005/06  
July 1, 2005 - June 30, 2006

0.50 FTE Counselor Units

#### DEPARTMENT OF REHABILITATION SERVICES

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Case Services

(Individual Client Expenses)

$52,500

**SUBTOTAL**

$103,189

Case Service Contract/s to:

- $0
- $0
- $0
- $0
- $0
- $0

**TOTAL DOR PROGRAM COST**

$103,189
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Indirect costs are allowable costs incurred by an organization, which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.
SERVICE BUDGET NARRATIVE

Personnel

WorkAbility III Adjunct Counselor – (800 hours)

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

WorkAbility III Office Assistant I – 832 hours

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

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

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

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

WorkAbility III Career Development Specialist – Overload Hours

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

Operating Expenses

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

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

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

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

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

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

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

**Contractor Name and Address**  
Riverside Community College  
4800 Magnolia Avenue  
Riverside, CA 92506-1299  

Cooperative agency agrees that it will make the following expenditures during the fiscal year ending June 30, 2005 in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE**: No portion of the below expenditures shall come from Federal Funds.

<table>
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<tr>
<th>Item Expenditure</th>
<th>FTE</th>
<th>Total Expenditure Dollars</th>
<th>Percent of Expenditure Devoted to Program</th>
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<td>5%</td>
<td>$3,356.00</td>
</tr>
<tr>
<td>WAII Specialist</td>
<td>1</td>
<td>$65,516.00</td>
<td>5%</td>
<td>$3,275.80</td>
</tr>
<tr>
<td>WAII Counselor</td>
<td>1</td>
<td>$105,720.00</td>
<td>20%</td>
<td>$21,144.00</td>
</tr>
<tr>
<td>WAII Counselor - Overload Hours</td>
<td>1</td>
<td>$8,400.00</td>
<td>20%</td>
<td>$1,680.00</td>
</tr>
<tr>
<td>WAII Counselor/LD</td>
<td>1</td>
<td>$123,666.00</td>
<td>5%</td>
<td>$6,183.30</td>
</tr>
<tr>
<td>WAII Counselor/LD - Overload Hours</td>
<td>1</td>
<td>$8,400.00</td>
<td>5%</td>
<td>$420.00</td>
</tr>
<tr>
<td>WAII Counselor/LD - Overload Hours</td>
<td>1</td>
<td>$105,287.00</td>
<td>5%</td>
<td>$5,264.35</td>
</tr>
<tr>
<td>WAII Counselor/LD - Overload Hours</td>
<td>1</td>
<td>$8,400.00</td>
<td>5%</td>
<td>$420.00</td>
</tr>
<tr>
<td>WAII Counselor/LD</td>
<td>1</td>
<td>$101,431.00</td>
<td>5%</td>
<td>$5,071.55</td>
</tr>
<tr>
<td>WAII Counselor/LD - Overload Hours</td>
<td>1</td>
<td>$8,400.00</td>
<td>5%</td>
<td>$420.00</td>
</tr>
<tr>
<td>WAII Adaptive Technology Specialist</td>
<td>1</td>
<td>$71,051.00</td>
<td>10%</td>
<td>$7,105.10</td>
</tr>
<tr>
<td>WAII Support Services Specialist</td>
<td>1</td>
<td>$65,193.00</td>
<td>5%</td>
<td>$3,259.65</td>
</tr>
<tr>
<td>WAII Support Services Specialist</td>
<td>1</td>
<td>$65,933.00</td>
<td>5%</td>
<td>$3,296.65</td>
</tr>
<tr>
<td>WAII Support Services Specialist</td>
<td>1</td>
<td>$64,149.00</td>
<td>5%</td>
<td>$3,207.45</td>
</tr>
<tr>
<td>WAII Secretary to Coordinator</td>
<td>1</td>
<td>$61,680.00</td>
<td>10%</td>
<td>$6,168.00</td>
</tr>
<tr>
<td>WAII Alternate Media Specialist</td>
<td>1</td>
<td>$104,114.00</td>
<td>5%</td>
<td>$5,205.70</td>
</tr>
<tr>
<td>WAII Interpreter Specialist</td>
<td>1</td>
<td>$76,794.00</td>
<td>5%</td>
<td>$3,839.70</td>
</tr>
<tr>
<td>WAII Senior Interpreter</td>
<td>1</td>
<td>$63,978.00</td>
<td>5%</td>
<td>$3,199.90</td>
</tr>
<tr>
<td>WAII Senior Interpreter</td>
<td>1</td>
<td>$51,540.00</td>
<td>5%</td>
<td>$2,577.30</td>
</tr>
</tbody>
</table>

| NOT APPLICABLE |   |

| Indirect Cost/Administrative Overhead | 8.008% | $8,410.22 |

**TOTAL EXPENDITURES “CERTIFIED” BY COOPERATIVE AGENCY** (Rounded to the Nearest Dollar): **$113,538**
COOPERATIVE AGENCY CERTIFIED EXPENDITURE BUDGET NARRATIVE

Personnel:

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

<table>
<thead>
<tr>
<th>Former/Concurrent Cooperative Agency Functions</th>
<th>Cooperative Program Functions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coordinator, Disabled Student Services (90% of 1 FTE where 1 FTE = 30 hours per week)</td>
<td>WorkAbility III Coordinator (10% of 1 FTE = 3.0 hours per week)</td>
</tr>
<tr>
<td>Responsible for overall coordination of counseling and support services with students who have disabilities, staff supervision, budget development, and maintenance of records; responsible for compliance with legal mandates.</td>
<td>Provide overall supervision of WorkAbility III staff and activities; responsible for program planning, development of job shadowing and work experience sites, and maintenance of records; liaison with Department of Rehabilitation, attend WorkAbility related meetings and training; and work in all phases of employment services.</td>
</tr>
<tr>
<td>Specialist, Disabled Student Services (95% of 4 FTEs where 1 FTE = 40 hours per week)</td>
<td>WorkAbility III Specialist 5% of 4 FTE s (2 hours a week each)</td>
</tr>
<tr>
<td>Assist in overall coordination of support services with students who have disabilities; maintain records; responsible for compliance with legal mandates.</td>
<td>Assist in overall supervision of WorkAbility III staff and activities; assist in program planning, and maintenance of records.</td>
</tr>
</tbody>
</table>
Counselor, Disabled Student Services (80% of 1 FTE where 1 FTE = 30 hours per week)

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

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

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

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

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

Former/Concurrent Cooperative Agency Functions

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

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

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

Cooperative Program Functions

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

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

Overload Hours
Line item represent hours that the positions need to work during the periods of time when positions are normally scheduled to recess. This is necessary in order to maintain contact with clients and consistency in service delivery.
**Adaptive Technology Specialist, Disabled Student Services** (90% of 1 FTE where 1 FTE = 40 hours per week)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acts as consultant with WorkAbility III staff, DOR Counselors and client/students on adaptive computer needs and adaptive technology for vocational success and accommodations needed
needs for student academic and vocational success, access, accommodation, and issues concerning disabilities.

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

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

Interpreting for academic Coursework for hearing impaired Students.

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

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

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

Interpreting for academic Coursework for hearing impaired Students.

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

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

**Overload hours for all positions**

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

**Indirect:**

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

SPECIAL TERMS AND CONDITIONS

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

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

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

4. Rehabilitation Act
By signing this contract, Contractor certifies that it shall comply with all provisions of the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.) and applicable federal and state regulations. Notwithstanding provisions to the contrary, State shall supervise provision of vocational rehabilitation services authorized by the Rehabilitation Act of 1973, as amended, and the State Plan for Vocational Rehabilitation Services. Client eligibility and scope of services to be provided under the terms of this contract shall be determined by State in accordance with all applicable laws and regulations. Program expenditures and staff providing services under the cooperative arrangement are under the administrative supervision of State.

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

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

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

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

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

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

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

State shall have the right to conduct inspections and/or audits of Contractor to determine whether expenditures by Contractor were made in compliance with this contract, the Department of Rehabilitation's Contract Manual for the fiscal year(s) covered under this contract and other applicable federal or state statutes and regulations. Contractor agrees that Department of Rehabilitation, State Controller's Office, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review, obtain, and copy all records pertaining to performance of the contract or relevant to determining whether expenditures by Contractor were made in accordance with the contract and applicable laws and regulations. Contractor agrees to provide such auditors with any relevant information requested and shall permit the auditors access to its premises during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other
material that may be relevant to the audit or investigation. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract or until completion of the action and resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the three (3) year period, whichever is later.

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

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

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

OMB Circular A-21: Cost Principles for Educational Institutions (Colleges and Universities - CSU/UC)

OMB Circular A-87: Cost Principles for State, Local, and Indian Tribal Governments (Counties, Cities, Special Education Local Plan Areas, School Districts, Regional Occupation Programs, and other State and Local government agencies; generally applicable to Community College Districts)

OMB Circular A-122: Cost Principles for Non-Profit Organizations

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

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

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

10. Pattern of Service

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

11. Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

I. Contract Monitoring and Reporting

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

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

II. Transportation of DOR Student/Clients

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

III. Insurance

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

The Certificate of Insurance must include:

A. Commercial General Liability, the certificate of insurance shall state a limit of liability of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined.

B. Automobile Liability must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the contract for a minimum of $1,000,000 combined single limit.

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

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

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

1) The insurer will not cancel the insured’s coverage without 30 days prior written notice to the State; and

2) The State of California, its officers, agents, employees, and servants as additional insured, but only with respect to work performed for the State of California under this agreement.

EXHIBIT E ADDITIONAL PROVISIONS

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

- Maintain contract documentation on the performance of the contract services. (Cooperative and Case Service Agreements)

- Monitor the contract to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the contract. (Cooperative and Case Service Agreements)

- Review and approve invoices for payment to substantiate expenditures for the work performed and that the invoices are current, correct and timely. (Cooperative and Case Service Agreements)

- Ensure there are sufficient funds to pay for all services rendered as required by the contract. (Cooperative and Case Service Agreements)

- Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this contract. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Agreements only)
• Identify low usage levels and consider partial disencumbrance and reassignment of funds. (Cooperative and Case Service Agreements)

• Verify costs that are invoiced for the provision of services to DOR clients during the contract period are based on actual costs. (Cooperative and Case Service Agreements)

• Verify that the contract staff provide services only to authorized DOR clients. (Case Service Agreements only)

• Verify that the contractor has fulfilled all requirements of the contract before approving the final invoice. (Cooperative and Case Service Agreements)

• Periodically review personnel activity reports for staff funded by the contract. (Cooperative and Case Service Agreements)

• Verify that personnel duty statements or a copy of the Contract Budget Narrative/Contract Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the contract. (Cooperative and Case Service Agreements)

• Verify that all contracted staff are providing services according to their duty statements within the contract. (Cooperative and Case Service Agreements)

• Verify that job duties, as described, match contract duty statements and service descriptions. (Cooperative and Case Service Agreements)

• Verify that personnel activity reports are accurate, reflect an after-the-fact distribution of actual activity, account for the total time for which the employee is compensated, are prepared at least monthly and coincide with one or more pay periods, and are signed by the employee. (Cooperative and Case Service Agreements)

• Ensure that a semi-annual certification of time is completed for public agency full time contract staff. (Cooperative Agreements)

• Ensure that contractor has provided monthly client progress reports to the appropriate DOR counselor. (Case Service Contracts only)

• Each Contract Administrator will maintain relevant documentation on contracts for which they are responsible. (Cooperative and Case Service Agreements)
CERTIFICATION

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

<table>
<thead>
<tr>
<th>Contractor/Bidder Firm Name (Printed)</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riverside Community College District</td>
<td>33-0831357</td>
</tr>
</tbody>
</table>

By (Authorized Signature)

<table>
<thead>
<tr>
<th>Printed Name and Title of Person Signing</th>
</tr>
</thead>
<tbody>
<tr>
<td>James L. Buysse, Vice Chancellor, Administration and Finance</td>
</tr>
</tbody>
</table>

Date Executed | Executed in the County of |
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Riverside, California</td>
</tr>
</tbody>
</table>

CONTRACTOR CERTIFICATION CLAUSES

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

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   
a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

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

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

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

   1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

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

7. SWEATFREE CODE OF CONDUCT:

   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor,
forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (PCC 10410):

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

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

Former State Employees (PCC 10411):

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

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by
that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air
Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.
STATE OF CALIFORNIA
BOARD RESOLUTION
DR 324 (New 01/94) Computer Generated

FULL Name of Corporation or Public Agency
Riverside Community College District

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

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

<table>
<thead>
<tr>
<th>Name of Person Authorized to Sign Agreement</th>
<th>Title of Person Authorized to Sign Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>James L. Buysse</td>
<td>Vice Chancellor, Administration &amp; Finance</td>
</tr>
</tbody>
</table>

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute said agreement and all amendments there to, except to increase the financial liability of said corporation or public agency.

CERTIFICATION

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

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

Address Where Board Meeting Held
Moreno Valley Campus 16130 Lasselle Street, Moreno Valley, CA 92551-2045

Date of Board Meeting | Signature of Recording Secretary | Date Signed
October 18, 2005 | | |

STATE OF CALIFORNIA DEPARTMENT OF REHABILITATION
GRANT/CONTRACT SIGNATURE AUTHORIZATION
DR 325 (Rev. 12/98) Computer Generated

<table>
<thead>
<tr>
<th>GRANTEE/CONTRACTOR:</th>
<th>SUBGRANTEE/CONTRACTEE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>STATE OF CALIFORNIA</td>
<td>(Legal Corporation/Public Agency Name &amp; Address)</td>
</tr>
<tr>
<td>Department of Rehabilitation</td>
<td>Riverside Community College District</td>
</tr>
<tr>
<td>2000 Evergreen Street</td>
<td>4800 Magnolia Avenue</td>
</tr>
<tr>
<td>Sacramento, California 95815-3832</td>
<td>Riverside, CA 92506-1299</td>
</tr>
</tbody>
</table>

The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name (Please Type or Print)</th>
<th>Title (Please Type or Print)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Paula McCroskey</td>
<td>District Dean, DSPS</td>
</tr>
<tr>
<td>Signature</td>
<td>James L. Buysse</td>
<td>Title (Please Type or Print)</td>
</tr>
<tr>
<td>Signature</td>
<td>Aaron Brown</td>
<td>Title (Please Type or Print)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Authorized Signature per Board Resolution</th>
<th>Name (Please Type or Print)</th>
<th>Date Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mark Takano</td>
<td></td>
</tr>
</tbody>
</table>
Subject: Agreement with Cobro Consulting, LLC

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

The vendor in this Agreement is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on the financial interests of the District. As such, the vendor is not subject to Section II, 8 of the Regulation for Board Policy 1080, Conflict of Interest Code. This Agreement has been reviewed by Ed Godwin, Director, Administrative Services, who recommends approval as a low risk activity, and Linda Lacy, Vice Chancellor of Student Services and Operations.

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

Salvatore G. Rotella
Chancellor

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

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

Funding Source/Client: Riverside Community College District

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

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

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

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

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

Description of Services to be Performed by CoBro Consulting:

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

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

Fees will be negotiated for additionally requested services.

Obligations of Consultant: CoBro Consulting, LLC is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. CoBro Consulting, LLC is consultant considered a vendor to provide services and as such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. CoBro Consulting, LLC will hold Riverside Community College District free and harmless from any obligations, claim costs, judgments, attorneys’ fees and/or
attachment arising from, growing out of, or in any way connected with the services rendered pursuant to the terms of the Agreement. CoBro Consulting, LTC agrees to hold the District harmless and indemnify the District for any claims arising from the operation of the Agreement.

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

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

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

CoBro Consulting, LLC                      Riverside Community College District
By _____________________________         By __________________________
    Darlene Cole                          James Buysse
    Cofounder, Director of Research        Vice Chancellor, Administration/Finance
Date ___________                          Date __________
Terms of Mutual Agreement
Between CoBro Consulting, LLC and Riverside Community College District

YEAR 1 Payment Schedule

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

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

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

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

CoBro Consulting, LLC
By _____________________________
Darlene Cole
Cofounder/Director of Research
Date ___________

Riverside Community College District
By _____________________________
Jame Buysse
Vice Chancellor, Administration and Finance
Date ___________
Subject: Agreement with Mark Gunderson

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

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Glenn Hunt
Dean of Instruction
Kevin A. Mayse
Associate Professor, Music
THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between MARK GUNDERSON hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
   a. Guest Clinician for District's Department of Performing Arts Concert Band Festival March 14, 2006.

2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.

3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.

4. Payment in consideration of this agreement shall not exceed $350.00.

5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

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

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

Mark Gunderson

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor, Administration and Finance
Subject: Agreement with Don Jaramillo

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

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Glenn Hunt
Dean of Instruction
Kevin A. Mayse
Associate Professor, Music
AGREEMENT BETWEEN DON JARAMILLO
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between DON JARAMILLO hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
   a. Guest Clinician for District's Department of Performing Arts Concert Band Festival March 14, 2006.

2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.

3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.

4. Payment in consideration of this agreement shall not exceed $350.00.

5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

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

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

Don Jaramillo
Riverside Community College District

______________________ ____________________________________
Consultant Signature James L. Buysse
Vice Chancellor, Administration and Finance
Subject: Agreement with Bob Feller

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

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Glenn Hunt
Dean of Instruction
Kevin A. Mayse
Associate Professor, Music
AGREEMENT BETWEEN BOB FELLER  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT  

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between BOB FELLER hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
   a. Guest Clinician for District's Department of Performing Arts Concert Band Festival March 15, 2006.

2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.

3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.

4. Payment in consideration of this agreement shall not exceed $350.00.

5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

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

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

Bob Feller
Riverside Community College District

Consultant Signature

James L. Buysse  
Vice Chancellor, Administration and Finance
Report No.: V-A-2-d                      Date: October 18, 2005

Subject: Agreement with Don Gunderson

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

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Glenn Hunt
Dean of Instruction
Kevin A. Mayse
Associate Professor, Music
AGREEMENT BETWEEN DON GUNDERSON  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT  

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between DON GUNDERSON hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
   a. Guest Clinician for District's Department of Performing Arts Concert Band Festival March 15, 2006.

2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.

3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.

4. Payment in consideration of this agreement shall not exceed $350.00.

5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

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

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

Don Gunderson                                    Riverside Community College District

__________________________________________  _____________________________________
Consultant Signature                           James L. Buysse
                                               Vice Chancellor, Administration and Finance
Report No.: V-A-2-e  Date: October 18, 2005

Subject: Agreement with Tom Leslie

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

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Glenn Hunt
Dean of Instruction
Kevin A. Mayse
Associate Professor, Music
AGREEMENT BETWEEN TOM LESLIE
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between
TOM LESLIE hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY
COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
   a. Guest Clinician for District's Department of Performing Arts Concert Band Festival
      for March 14 and March 15, 2006.

2. The services outlined in Paragraph 1, section b will be provided at Riverside Community
   College. The District shall provide the Consultant adequate working conditions and
   support as appropriate to conduct the services outlined in Paragraph 1 section b.

3. The services rendered by the Consultant are subject to review and supervision by the
   District's Chancellor and other designated representatives of the District.

4. Payment in consideration of this agreement shall not exceed $800.00.

5. Consultant shall hold harmless, indemnify and defend the District against any liability
   including reasonable attorney fees arising out of negligent acts, errors or omissions of the
   Consultant. The District shall hold harmless, indemnify and defend the Consultant
   against any liability, including reasonable attorney fees, arising out of negligent acts,
   errors or omissions of the District, its employees, or agents.

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

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

Tom Leslie                                      Riverside Community College District

____________________________________________  __________________________________
Consultant Signature                           James L. Buysse
                                          Vice Chancellor, Administration and Finance
Report No: V-A-2-f    Date: October 18, 2005

Subject: Agreement with Mitch Fennell

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

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Glenn Hunt
Dean of Instruction
Kevin A. Mayse
Associate Professor, Music
AGREEMENT BETWEEN MITCH FENNELL 
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between MITCH FENNELL hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:

2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.

3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.

4. Payment in consideration of this agreement shall not exceed $1,500.00.

5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

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

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

Mitch Fennell                                  Riverside Community College District

__________________________________________  ______________________________________
Consultant Signature                         James L. Buysse
                                            Vice Chancellor, Administration and Finance
Subject: Agreement with Mike Haithcock

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

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Glenn Hunt
Dean of Instruction
Kevin A. Mayse
Associate Professor, Music
AGREEMENT BETWEEN MIKE HAITHCOCK AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between MIKE HAITHCOCK hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:

2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.

3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.

4. Payment in consideration of this agreement shall not exceed $1,500.00.

5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

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

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

Mike Haithcock
Riverside Community College District

______________________ ____________________________________
Consultant Signature James L. Buysse
Vice Chancellor, Administration and Finance
Subject: Agreement with Larry Zalkind

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

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Glenn Hunt
Dean of Instruction
Kevin A. Mayse
Associate Professor, Music
AGREEMENT BETWEEN LARRY ZALKIND
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between LARRY ZALKIND hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:

2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.

3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.

4. Payment in consideration of this agreement shall not exceed $1,500.00.

5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

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

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

Larry Zalkind  Riverside Community College District

________________________________________  ______________________________________
Consultant Signature  James L. Buysse
Vice Chancellor, Administration and Finance
Subject: Agreement with Becky Long

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

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Glenn Hunt
Dean of Instruction
Kevin A. Mayse
Associate Professor, Music
THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between BECKY LONG hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
   
   a. Principal Cellist for District's Department of Performing Arts Symphony November 1-December 1, 2005.

2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.

3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.

4. Payment in consideration of this agreement shall not exceed $1,500.00.

5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

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

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

Becky Long          Riverside Community College District

______________________ ____________________________________
Consultant Signature  James L. Buysse
Vice Chancellor, Administration and Finance
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-j       Date: October 18, 2005

Subject: Agreement with Mitch Fennell

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

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

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

Salvatore G. Rotella  
Chancellor

Prepared by: Kevin A. Mayse  
Associate Professor, Music
AGREEMENT BETWEEN MITCH FENNElL
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between MITCH FENNElL hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
   a. Guest Clinician for District's Department of Performing Arts Concert Band Festival March 14, 2006.

2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.

3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.

4. Payment in consideration of this agreement shall not exceed $350.00.

5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

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

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

Mitch Fennell                      Riverside Community College District
__________________________________________ ________________________________
Consultant Signature                   James L. Buysse
                                          Vice Chancellor, Administration and Finance
Subject: Agreement with Bodie J. Smith

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

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Glenn Hunt
Dean of Instruction
Rita Chenoweth
Associate Professor, Dance
AGREEMENT BETWEEN BODIE J. SMITH
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between BODIE J. SMITH hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
   a. Record all dances presented in the following concerts with two cameras: “Kinetic Conversations” on Friday, December 2, 2005, “Celebrate Dance” on Friday, May 19, 2006.
   b. Record all dances presented in the following concerts with one camera: “Kinetic Conversations” on Saturday, December 3, 2005, “Collaborations” on Saturday, January 21, 2006, and “Celebrate Dance” on Saturday, May 20, 2006.
   c. Provide RCC dance with any original and edited footage of above performances.

2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.

3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.

4. The term of this agreement shall be from December 1, 2005 through June 1, 2006.

5. Payment in consideration of this agreement shall not exceed $2850.00 payable in the following installments:
   a. One payment of $1200.00 upon receipt of the original and edited footage of “Kinetic Conversations.”
   b. One payment of $450.00 upon receipt of the original and edited footage of “Collaborations.”
   c. One payment of $1200.00 upon receipt of the original and edited footage of “Celebrate Dance.”

6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant...
against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

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

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

Bodie J. Smith  
Riverside Community College District

Consultant Signature  
James L. Buysse  
Vice Chancellor, Administration and Finance
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES  

Report No: V-A-2-l                  Date: October 18, 2005  

Subject: Agreement with Sue Williams  

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

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

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

Salvatore G. Rotella  
Chancellor  

Prepared by: Glenn Hunt  
Dean of Instruction  
Rita Chenoweth  
Associate Professor, Dance
AGREEMENT BETWEEN SUE WILLIAMS
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between Sue Williams hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
   a. Meet with all choreographers to design costumes for “Kinetic Conversations” and “Celebrate Dance.”
   b. Labor to construct costumes for all dancers in both aforementioned concerts and provide any necessary alterations and repairs as necessary.

2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.

3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.

4. The term of this agreement shall be from October 20, 2005 through June 1, 2006.

5. Payment in consideration of this agreement shall not exceed $4000.00 payable on
   1. December 15, 2005
   2. June 15, 2006

6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Sue Williams  
Riverside Community College District

Consultant Signature  
James L. Buysse  
Vice Chancellor, Administration and Finance
Report No: V-A-2-m Date: October 18, 2005

Subject: Agreement with James Wunderlich

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

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Glenn Hunt
Dean of Instruction
Gary Locke
Associate Professor, Music
AGREEMENT BETWEEN JAMES WUNDERLICH
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between James Wunderlich hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
   b. Provide the RCC Marching Band with written musical parts of the above arrangements.

2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.

3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.

4. The term of this agreement shall be from October 20, 2005 through November 30, 2005.

5. Payment in consideration of this agreement shall not exceed $1500.00 payable on November 30, 2005.
   (Check is set up for payment on this date and mailed within two business days, per District regulations.)

6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.
James Wunderlich  
Riverside Community College District

Consultant Signature  
James L. Buysse  
Vice Chancellor, Administration and Finance
Report No: V-A-2-n       Date: October 18, 2005

Subject: Agreement with Wayne Downey

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

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Glenn Hunt
Dean of Instruction
Gary Locke
Associate Professor, Music
THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between Wayne Downey hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
   a. Arrange the following music for the RCC Marching Band 2005 Field Show: “We Will Rock You-Intro,” “Bohemian Rhapsody,” and “We Will Rock You-Reprise.”
   b. Provide the RCC Marching Band with written musical parts of the above arrangements.
   c. Provide musical direction utilizing the above arrangements at a rehearsal of the RCC Marching Band.

2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.

3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.

4. The term of this agreement shall be from October 20, 2005 through November 30, 2005.

5. Payment in consideration of this agreement shall not exceed $2500.00 payable on November 30, 2005.
   (Check is set up for payment on this date and mailed within two business days, per District regulations.)

6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Wayne Downey                        Riverside Community College District

_________________________________  ____________________________________
Consultant Signature               James L. Buysse
                                      Vice Chancellor, Administration and Finance
Subject: Agreement with Gary Lee

Background: Attached for the Board’s review and consideration is a proposed agreement between Riverside Community College District and Gary Lee to provide services as the guitar player for five performances of the Off Broadway Play Series production of “Godspell.” The term of the agreement is October 24, 2005 through October 30, 2005 for a fee of $800.00. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 24, 2005 through October 30, 2005, for $800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Glenn Hunt
Dean of Instruction
Jodi Julian
Assistant Professor, Theatre Arts
AGREEMENT BETWEEN GARY LEE
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between Gary Lee, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
   b. Provide all necessary musical responsibilities to facilitate the performances of "Godspell".

2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section a and b.

3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.

4. The term of this agreement shall be from October 24, 2005 through October 30, 2005.

5. Payment in consideration of this agreement shall not exceed $800.00.

6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.
Gary Lee  
Riverside Community College District  

Consultant Signature  

James L. Buysse  
Vice Chancellor,  
Administration and Finance
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT AFFAIRS  

Report No.: V-A-2-p  
Subject: Agreement with Carlos Rivera  
Date: October 18, 2005  

Background: Attached for the Board’s review and consideration is a proposed agreement between Riverside Community College District and Carlos Rivera to provide services as the bass player for five performances of the Off Broadway Play Series production of “Godspell.” The term of the agreement is October 24, 2005 through October 30, 2005 for a fee of $800.00. Funding source: General Fund. 

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 24, 2005 through October 30, 2005, for $800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. 

Salvatore G. Rotella  
Chancellor  

Prepared by: Glenn Hunt  
Dean of Instruction  
Jodi Julian  
Assistant Professor, Theatre Arts
AGREEMENT BETWEEN CARLOS RIVERA
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between Carlos Rivera, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
   b. Provide all necessary musical responsibilities to facilitate the performances of "Godspell".

2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section a and b.

3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.

4. The term of this agreement shall be from October 24, 2005 through October 30, 2005.

5. Payment in consideration of this agreement shall not exceed $800.00.

6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.
Carlos Rivera          Riverside Community College District

______________________ ________________________________
Consultant Signature   James L. Buysse
Vice Chancellor,
Administration and Finance
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No.: V-A-2-q  Date: October 18, 2005

Subject: Agreement with Scott Janssen

Background: Attached for the Board’s review and consideration is a proposed agreement between Riverside Community College District and Scott Janssen to provide services as the sound designer for five performances of the Off Broadway Play Series production of “Godspell.” The term of the agreement is October 22, 2005 through October 30, 2005 for a fee of $2,000.00. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 22, 2005 through October 30, 2005, for $2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Glenn Hunt
Dean of Instruction
Jodi Julian
Assistant Professor, Theatre Arts
AGREEMENT BETWEEN SCOTT JANSEN
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between Scott Janssen, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District."

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
   b. Provide all necessary sound responsibilities to facilitate the performances of "Godspell".

2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section a and b.

3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.

4. The term of this agreement shall be from October 22, 2005 through October 30, 2005.

5. Payment in consideration of this agreement shall not exceed $2000.00.

6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.
Scott Janssen  
Riverside Community College District 

______________________  ________________________________
Consultant Signature  James L. Buysse
Vice Chancellor,
Administration and Finance
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No.: V-A-2-r  Date: October 18, 2005

Subject: Agreement with Anthony Loa

Background: Attached for the Board’s review and consideration is a proposed agreement between Riverside Community College District and Anthony Loa to provide services as the choreographer for five performances of the Off Broadway Play Series production of “Godspell.” The term of the agreement is October 20, 2005 through October 30, 2005 for a fee of $1,500.00. Funding source: General Fund.

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Glenn Hunt
Dean of Instruction
Jodi Julian
Assistant Professor, Theatre Arts
AGREEMENT BETWEEN SCOTT JANSSEN
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of October 2005 by and between Anthony Loa, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
   b. Provide all necessary choreography responsibilities to facilitate the performances of "Godspell".

2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section a and b.

3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.

4. The term of this agreement shall be from October 20, 2005 through October 30, 2005.

5. Payment in consideration of this agreement shall not exceed $1500.00.

6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.
Anthony Loa  Riverside Community College District

Consultant Signature  James L. Buysse
Vice Chancellor,
Administration and Finance
Report No.: V-A-3-a

Subject: Agreement with Los Angeles Valley College

Background: Presented for the Board’s review and consideration is the renewal of an agreement between Riverside Community College District and Los Angeles Valley College for the licensing of 4faculty.org modules and resources. Riverside Community College District led a grant-funded project that resulted in the development of 4faculty.org which provides online professional development including 22 learning modules designed specifically for community college faculty to 70 institutions. Los Angeles Valley College wishes to provide 4faculty.org for their vocational education department during the period July 1, 2005 through June 30, 2006, inclusive. The terms of this agreement include payment of $1,900.00 by Los Angeles Valley College for these services. Funding source: No cost to the District.

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

Recommended Action: It is recommended that the Board of Trustees ratify this agreement, for July 1, 2005 through June 30, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Kristina Kauffman
District Dean of Faculty Affairs
Short Term Agreement

Information

Contract Number 4500059217
Contract Amount $1900.00
Contract Date 08/03/2005
Vendor Number 1003363
Payment Terms Payment Due Net 30 days
Buyer/Phone V-Purchasing / 818-947-2336
Requestor/Phone LAURIE NALEPA / 818-947-2498
Freight Terms FOB Destination
Start date 07/01/2005
End date 06/30/2006

Contract # must be referenced on all correspondence.

Funds Center 10593-V5012 Commitment Item 563200

Description / scope of work

LICENSE FOR PROFESSIONAL DEVELOPMENT WEBSITE WITH 22 LEARNING MODULES DESIGNED SPECIFICALLY FOR THE NEEDS OF THE COMMUNITY AND COLLEGE FACULTY FOR THE VOCATIONAL EDUCATION, DURING THE PERIOD JULY 1, 2005 TO JUNE 30, 2006, INCLUSIVE.

(Continued on the next page, if applicable)

The above work will not exceed $1900.00. This amount includes all applicable taxes and does not include the federal excise tax, which is not applicable. Upon completion of the work, the Contractor will submit an invoice to the authorized college representative identified below. For work based on material and labor charges, such charges will be segregated and itemized in detail with state and local taxes shown. The Contractor agrees to accomplish the above-described work and further agrees to comply with the general provisions for this work, which appear on the following page(s) of this form.

ACKNOWLEDGED BY:

Contractor's Signature __________________________ Date Signed ____________

Print Name __________________________

Title of Position in Company __________________________

It is the policy of the Los Angeles Community College District, in connection with all work performed at its Colleges, that there be no discrimination against any prospective or active employee engaged in the work because of race, color, national origin, ancestry, religious creed, sex, age, physical or mental disability, medical condition, marital status and/or sexual orientation, except as provided in section 12940 of the Government Code. Therefore, by accepting this Order, the Contractor agrees to comply with the applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act beginning with Government Code section 12900 et seq. and Labor Code section 1755.

RECOMMENDED BY: __________________________

Authorized College Representative __________________________ Date ____________

PRINT NAME: __________________________

COLLEGE APPROVAL: __________________________
GENERAL CONTRACT TERMS AND CONDITIONS

Notwithstanding anything to the contrary contained in the agreement between the Los Angeles Community College District (the “District”) and RIVERSIDE COMMUNITY COLLEGE (“Contractor”), dated 08/03/2005, the following General Contract Terms and Conditions shall apply and prevail:

1. INDEMNIFICATION. Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, and representatives from and against all claims, liability, loss, cost, and obligations on account of, or arising from, the acts or omissions of the Contractor, or of persons acting on behalf of the Contractor, however caused, in the performance of the services specified herein. Contractor hereby waives and releases the District from any claims Contractor may have at any time arising out of or relating in any way to this agreement, whether or not caused by the negligence or breach of the District, its employees, or agents. Contractor waives any claim of contributory negligence.

2. INVOICES AND PAYMENTS. Payment shall be made by the District’s Accounts Payable Office upon provision of the goods and/or services described herein, and upon submittal of invoice(s) approved by the College President or appropriate designee, or appropriate District Office administrator, or designee. Payment by the District shall constitute full and final payment, unless the Contractor files a claim for error or omission within ninety (90) days of the date of invoice.

3. WARRANTY. Contractor warrants that all goods or services furnished under this agreement shall be in accordance with District specifications. All work and services shall be done and performed in a thorough, workmanlike manner. All goods shall be new, merchantable, fit for their intended purpose, free from all defects in materials and manufacture, free from defects in design, in good working order and shall perform in accordance with the manufacturer’s standard specifications. All goods furnished and all work performed shall be subject to the District’s inspection. Goods and services which are not in accordance and conformity with the above specifications, shall be rejected and, in case of goods, promptly removed from the District premises at the Contractor’s expense. When a sample is taken from a shipment and sent to a laboratory for test and the test shows that the sample does not comply with the specifications, the cost of such test shall be paid by the Contractor. On all questions concerning the acceptability of the goods and services, the decision of the District shall be final and binding upon the Contractor. The District shall not unreasonably delay in exercising its judgment.

4. DEFAULT BY CONTRACTOR. The District shall hold the Contractor liable and responsible for all damages which may be sustained because of failure or neglect of the Contractor to comply with any term or condition herein, if it is specifically provided that time shall be of the essence until delivery of the goods or services, or if the Contractor fails or neglects to furnish or deliver any of the goods or services at the prices named and at the times and places herein stated or otherwise fails or neglects to comply with the terms of the purchase, the District may cancel the purchase in its entirety, or cancel or rescind any or all terms affected by such default, and may, whether or not the purchase is canceled in whole or in part, purchase the goods or services elsewhere without notice to the Contractor. The District shall retain all other rights and remedies under law.

5. TERMINATION OF AGREEMENT. The District may terminate this agreement upon ninety (90) calendar days’ prior written notice to the Contractor. In the event of such termination, each party shall be liable for all obligations in favor of the other party accruing prior to the date of such termination, but shall be released from all obligations or performance that would otherwise accrue subsequent to the date of such termination. In addition, this agreement may be subject to termination as provided in Section 18.

6. EXPENSES. The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.

7. INDEMNIFICATION/LIMITATION OF LIABILITY. The Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, and representatives from and against all claims, liability, loss, cost, and obligations on account of, or arising from, the acts or omissions of the Contractor, or of persons acting on behalf of the Contractor, however caused, in the performance of the services specified herein. Contractor hereby waives and releases the District from any claims Contractor may have at any time arising out of or relating in any way to this agreement, whether or not caused by the negligence or breach of the District, its employees, or agents. Contractor waives any claim of contributory negligence.

8. AMENDMENT OF AGREEMENT. This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, written or oral, with respect thereto. All modifications and amendments to this agreement shall be in writing and signed by the authorized representatives of the District and the Contractor.

9. ASSIGNMENT OF AGREEMENT. This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.

10. GOVERNING LAW. This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

11. NON-DISCRIMINATION. The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, marital status, sexual orientation, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12920 of the California Government Code. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.

12. EQUAL OPPORTUNITY EMPLOYER. Contractor, in the execution of this agreement, certifies that it is an equal opportunity employer.

13. COMPLIANCE WITH LAWS/PERMITS AND LICENSES. The Contractor and all its employees or agents shall comply with all applicable laws, ordinances, rules and regulations, including but not limited to all applicable laws and regulations governing the bidding process, and shall secure and maintain from such licenses and permits as are required by law, in connection with furnishing of goods or services hereunder.

14. ATTORNEYS’ FEES AND COSTS. In any action brought by either party arising from or relating to this agreement, each party shall bear its own attorneys’ fees and costs, regardless of which party prevails.

15. TAXES. California Sales Tax, Use Tax and/or the Los Angeles County Uniform Local Sales and Use Tax, where applicable, shall be separately identified on each invoice to the District. The federal excise tax, and state and local property taxes, are not applicable, as college districts are exempt therefrom.

16. LIEN WAIVER. A waiver of a breach or default by the District under this agreement shall not be deemed a waiver of any subsequent breach or default. Failure of the District to enforce compliance with any term or condition of this agreement shall not constitute a waiver of such term or condition.

17. SEVERABILITY. The Contractor and the District agree that if any provision of this agreement is held illegal,无效, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.

18. TERMINATION AND PROHIBITION OF FUNDS. If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, the agreement shall automatically terminate and the District shall be relieved of any further obligation.
Report No.: V-A-3-b

Subject: Agreement with OmniPlatform Software Corp.

Background: Presented for the Board’s review and consideration is an agreement between Riverside Community College District and OmniPlatform Software Corp. The Office of Faculty Affairs is responsible for assisting faculty in the development of web sites and for management of the District’s academic web server. Many faculty would like to have a website, but do not have the time or expertise to manage the details of web site development. This process is facilitated through the use of web site creation software. The cost for the development of this custom content management system software is $7,500.00. The term of the agreement is October 19, 2005 to June 30, 2006. Funding source: 4faculty.org.

For the Board’s information, Dr. Mark Lehr, Assistant Professor of Computer Information Systems, is the Executive Vice President/COO of OmniPlatform Software Corp. The District’s Legal Counsel advises that this does not represent a conflict of interest. This agreement has been reviewed by Ed Godwin, Director Administrative Services and Sylvia Thomas, Associate Vice Chancellor, Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 to June 30, 2006, for an amount not to exceed $7,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Kristina Kauffman, District Dean of Faculty Affairs
CUSTOM SOFTWARE DEVELOPMENT AGREEMENT
OmniPlatform Software Corporation, Agreement #1705

1. Identification of the Parties

This Agreement is made between Riverside Community College District ("Client"), with a principal place of business at 4800 Magnolia Avenue, Riverside, California and OmniPlatform Software Corporation ("Developer"), with a principal place of business at 2251 Stern Goodman Street, Fullerton, California 92833.

2. Purpose of Agreement

Client desires to retain Developer as an independent contractor to develop the computer software (the "Software") described in Exhibit A attached to and made part of this Agreement. Developer is ready, willing and able to undertake the development of the Software and agrees to do so under the terms and conditions set forth in this Agreement. Accordingly, the parties agree as follows:

3. Preparation of Development Plan

Developer shall prepare a development plan ("Development Plan") for the Software, satisfying the requirements set forth in Exhibit A. The Development Plan shall include:

(a) detailed Specifications for the Software;

(b) a listing of all items to be delivered to Client under this Agreement ("Deliverables");

(c) a delivery schedule containing a delivery date for each Deliverable; and

(d) a payment schedule setting forth the amount and time of Developer's compensation.

Developer shall deliver the Development Plan to Client within 10 days of contract ratification date. Client may take up to 30 days to review the Development Plan. Upon approval of the Development Plan by Client, it will become a part of this Agreement and will be incorporated by reference. Developer shall then commence development of Software that will conform to the requirements set forth in the Development Plan.

If the Development Plan is in Client's reasonable judgment unsatisfactory in any material respect, Client shall prepare a detailed written description of the objections. Client shall deliver such objections to Developer within 30 days of receipt of the Development Plan. Developer shall then have 10 days to modify the Development Plan to respond to Client's objections. Client shall have 10 days to review the modified Development Plan. If Client deems the modified Development Plan to be unacceptable, Client has the option of terminating this Agreement upon written notice to Developer or permitting Developer to modify the
Development Plan again under the procedure outlined in this paragraph. If this Agreement is terminated, the obligations of both parties under it shall end except for ongoing obligations of confidentiality set forth in the provision of this Agreement entitled "Confidentiality."

4. Payment

The total contract price shall be set forth in the Development Plan. Client shall pay the Developer a total of $7,500.00 (excluding tax) upon completion of the deliverables of this Agreement.

5. Late Fees

Late payments by Client shall be subject to late penalty fees of 10% per month from the due date until the amount is paid.

6. Changes in Project Scope

If at any time following acceptance of the Development Plan by Client, Client should desire a change in the Specifications or other elements of the Development Plan, Client shall submit to Developer a written proposal specifying the desired changes.

Developer's written response shall include a statement of the availability of Developer's personnel and resources, as well as any impact the proposed changes will have on the contract price, delivery dates or warranty provisions of this Agreement.

Changes to the Development Plan shall be evidenced by a "Development Plan Modification Agreement." The Development Plan Modification Agreement shall amend the Development Plan appropriately to incorporate the desired changes and acknowledge any effect of such changes on the provisions of this Agreement. The Development Plan Modification Agreement shall be signed by authorized representatives of Client and Developer, whereupon Developer shall commence performance in accordance with it.

Should Developer not approve the Development Plan Modification Agreement as written, Developer will so notify Client within 5 working days of Developer's receipt of the Development Plan Modification Agreement. Developer shall not be obligated to perform any services beyond those called for in the original Development Plan prior to approval of the Development Plan Modification Agreement.

For purposes of this Agreement, each Development Plan Modification Agreement duly authorized in writing by Client and Developer shall be deemed incorporated into and made part of this Agreement. Each such Development Plan Modification Agreement shall constitute a formal change to this Agreement adjusting fees and completion dates as finally agreed upon.

7. Delays
Developer shall use all reasonable efforts to deliver the Software on schedule. However, at its option, Developer can extend the due date for any Deliverable by giving written notice to Client. The total of all such extensions shall not exceed 21 days.

Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control.

Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics. Failure of subcontractors and inability to obtain materials shall not be considered a condition beyond a party's reasonable control.

8. Acceptance Testing of Software

Client shall have 30 days from the date of delivery of the Software in final form to inspect, test and evaluate it to determine whether the Software satisfies the acceptance criteria in accordance with procedures set forth in the Development Plan, or as established by Developer and approved by Client prior to testing.

If the Software does not satisfy the acceptance criteria, Client shall give Developer written notice stating why the Software is unacceptable. Developer shall have up to 30 days from the receipt of such notice to correct the deficiencies. Client shall then have 30 days to inspect, test and evaluate the Software. If the Software still does not satisfy the acceptance criteria, Client shall have the option of either (1) repeating the procedure set forth above, or (2) terminating this Agreement pursuant to the section of this Agreement entitled "Termination." If Client does not give written notice to Developer within the initial 30-day inspection, testing and evaluation period or any extension of that period, that the Software does not satisfy the acceptance criteria, Client shall be deemed to have accepted the Software upon expiration of such period.

9. Training

Developer shall provide 30 days of training in the use of the Software by at least one (but not more than 2) qualified Developer personnel ("trainers"). The training will be conducted on such dates and locations as the parties may agree.

10. Maintenance of Software

Beginning on the first day of the first month following expiration of the warranty period set forth in the section of this Agreement entitled "Warranties," Developer shall provide the following error-correction and support services:
(a) telephone hot-line support during Developer's normal days and hours of business operation. Such support shall include consultation on the operation and utilization of the Software. Client shall be responsible for all telephone equipment and communication charges related to such support; and

(b) error correction services, consisting of Developer using all reasonable efforts to design, code and implement programming changes to the Software, and modifications to the documentation, to correct reproducible errors therein so that the Software is brought into substantial conformance with the Specifications.

Payment for Maintenance: Maintenance is covered by Maintenance contract #1700-b.

Client's Role in Maintenance: The provision of the error-correction and support services described above shall be expressly contingent upon Client promptly reporting any errors in the Software or related documentation to Developer in writing and not modifying the Software without Developer's written consent.

Term of Support: Subject to timely payment by Client of the maintenance fees, Developer shall offer the maintenance described above while Maintenance contract #1700-b is in effect.

Client Termination of Maintenance: Client may discontinue the maintenance services described above upon not less than 10 days' written notice to Developer.

11. Ownership of Software

Developer assigns to Client its entire right, title and interest in anything created or developed by Developer for Client under this Agreement ("Work Product") including all patents, copyrights, trade secrets and other proprietary rights. This assignment is conditioned upon full payment of the compensation due Developer under this Agreement.

Developer shall execute and aid in the preparation of any documents necessary to secure any copyright, patent, or other intellectual property rights in the Work Product at no charge to client.

12. Ownership of Background Technology

Client acknowledges that Developer owns or holds a license to use and sublicense various preexisting development tools, routines, subroutines and other programs, data and materials that Developer may include in the Software developed under this Agreement.

Developer retains all right, title and interest, including all copyright, patent rights and trade secret rights in the Background Technology. Subject to full payment of the consulting fees due under this Agreement, Developer grants Client a nonexclusive, perpetual worldwide license to use the Background Technology in the Software developed for and delivered to Client under this Agreement, and all updates and revisions thereto. However, Client shall make no other
commercial use of the Background Technology without Developer's written consent.

13. Warranties

Express Warranties:

(a) Warranty of Software Performance: Developer warrants that for 90 days following acceptance of the Software by Client, the Software will be free from material reproducible programming errors and defects in workmanship and materials, and will substantially conform to the Specifications in the Development Plan when maintained and operated in accordance with Developer's instructions. If material reproducible programming errors are discovered during the warranty period, Developer shall promptly remedy them at no additional expense to Client. This warranty to Client shall be null and void if Client is in default under this Agreement or if the nonconformance is due to:

(1) hardware failures due to defects, power problems, environmental problems or any cause other than the Software itself;

(2) modification of the Software operating systems or computer hardware by any party other than Developer; or

(3) misuse, errors or negligence of Client, its employees or agents in operating the Software.

Developer shall not be obligated to cure any defect unless Client notifies it of the existence and nature of such defect promptly upon discovery.

(b) Warranty of Title: Developer owns and has the right to license or convey title to the Software and documentation covered by this Agreement. Developer will not grant any rights or licenses to any intellectual property or technology that would conflict with Developer's obligations under this Agreement.

(c) Warranty Against Disablement: Developer expressly warrants that no portion of the Software contains or will contain any protection feature designed to prevent its use. This includes, without limitation, any computer virus, worm, software lock, drop dead device, Trojan-horse routine, trap door, time bomb or any other codes or instructions that may be used to access, modify, delete, damage or disable Client's Software or computer system. Developer further warrants that it will not impair the operation of the Software in any way other than by order of a court of law.

(d) Warranty of Compatibility: Developer warrants that the Software shall be compatible with the Client's hardware and software as set forth in the Development Plan Specifications.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY
WARRANTIES GRANTED BY DEVELOPER. DEVELOPER DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.


Developer warrants that Developer will not knowingly infringe on the copyright, patent, intellectual property or trade secrets of any third party in performing services under this Agreement. To the extent any material used by Developer contains matter proprietary to a third party, Developer shall obtain a license from the owner permitting the use of such matter and granting Developer the right to sub-license its use. Developer will not knowingly infringe upon any existing patents of third parties in the performance of services required by this Agreement, but Developer MAKES NO WARRANTY OF NON-INFRINGEMENT of any United States or foreign patent. Developer represents, BUT DOES NOT WARRANT, that to the best of its knowledge the services provided under this Agreement will not infringe any valid and existing intellectual property right of any third party.

If any third party brings a lawsuit or proceeding against Client based upon a claim that the Software breaches the third party's patent, copyright or trade secrets rights, and it is determined that such infringement has occurred, Developer shall hold Client harmless against any loss, damage, expense or cost, including reasonable attorney fees, arising from the claim.

This indemnification obligation shall be effective only if:

1. Client has made all payments required by this Agreement
2. Client has given prompt notice of the claim and permitted Developer to defend, and
3. the claim does not result from Client's modification of the Software.

To reduce or mitigate damages, Developer may at its own expense replace the product with a noninfringing product.

15. Limitation of Developer's Liability to Client

(a) Developer shall not be liable to Client for lost profits of Client, or special, incidental or consequential damages (even if Developer has been advised of the possibility of such damages) except cases of gross negligence by Developer in performance of this agreement.

(b) Developer's total liability under this Agreement for damages, costs and expenses, shall not exceed the total amount of fees paid to Developer by Client under this Agreement unless it is determined that Developer acted with gross negligence.

(c) Developer shall not be liable for any claim or demand made against Client by any third party except to the extent such claim or demand relates to copyright, trade secret or other proprietary rights, and then only as provided in the section of this Agreement entitled
Intellectual Property Infringement Claims.

(d) Developer shall indemnify and hold Client, its Trustees, officers, agents, and employees free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Developer, its agents, employees, subdevelopers and independent Developers, for property damage, bodily injury, or death (Developer’s employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Developer shall defend, at its expense, including without limitation, attorney fees, Client, its officers, agents, and employees, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold Client free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

16. Confidentiality

Developer will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information.

Confidential information is limited to information clearly marked as confidential, or disclosed orally that is treated as confidential when disclosed and summarized and identified as confidential in a writing delivered to Developer within 15 days of disclosure.

Confidential information does not include information that:

- the Developer knew before Client disclosed it
- is or becomes public knowledge through no fault of Developer
- Developer obtains from sources other than Client who owe no duty of confidentiality to Client, or
- Developer independently develops.

17. Term of Agreement

This Agreement commences on the date it is executed and shall continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement.

18. Termination of Agreement

Each party shall have the right to terminate this Agreement by written notice to the other if a party has materially breached any obligation herein and such breach remains uncured for a period of 30 days after written notice of such breach is sent to the other party.

If Developer terminates this Agreement because of Client's default, all of the following shall apply:
(a) Client shall immediately cease use of the Software.

(b) Client shall, within 10 days of such termination, deliver to Developer all copies and portions of the Software and related materials and documentation in its possession furnished by Developer under this Agreement.

(c) All amounts payable or accrued to Developer under this Agreement shall become immediately due and payable.

(d) All rights and licenses granted to Client under this Agreement shall immediately terminate.

19. Taxes

Client shall be responsible to pay all federal, state or local sales taxes.

20. Developer an Independent Contractor

Developer is an independent contractor, and neither Developer nor Developer's staff is, or shall be deemed, Client's employees. In its capacity as an independent contractor, Developer agrees and represents, and Client agrees, as follows:

(a) Developer has the right to perform services for others during the term of this Agreement subject to noncompetition provisions set out in this Agreement, if any.

(b) Developer has the right to perform the services required by this Agreement at any place or location and at such times as Developer may determine.

(c) Developer will furnish all equipment and materials used to provide the services required by this Agreement, except to the extent that Developer's work must be performed on or with Client's computer or existing software.

(d) The services required by this Agreement shall be performed by Developer, or Developer's staff, and Client shall not be required to hire, supervise or pay any assistants to help Developer.

(f) Developer is responsible for paying all ordinary and necessary expenses of its staff.

(g) Neither Developer nor Developer's staff shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

(h) Neither Developer nor Developer's staff shall be required to devote full-time to the performance of the services required by this Agreement.

(i) Client shall not provide insurance coverage of any kind for Developer or Developer's staff.

(j) Client shall not withhold from Developer's compensation any amount that would
normally be withheld from an employee's pay.

21. Disputes

If a dispute arises, either party may take the matter to court.

Mediation and Possible Litigation. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected.

Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute.

If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by an arbitrator to be mutually selected. Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. The arbitrator will allocate costs of arbitration, including attorney fees.

22. Attorney Fees

If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.


(a) Complete Agreement: This Agreement together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

(b) Modifications to Agreement: Modifications and amendments to this Agreement, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

(c) Applicable law: This Agreement will be governed by the laws of the State of California.

(d) Notices: All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given as follows:

1. When delivered personally to the recipient's address as appearing in the introductory paragraph to this Agreement;
2. Three days after being deposited in the United States mails, postage prepaid to the recipient's address as appearing in the introductory paragraph to this Agreement, or

3. When sent by fax or electronic mail. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail, or the recipient delivers a written confirmation of receipt.

(e) No Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

(f) Assignment Prohibited: Developer shall neither assign its rights nor delegate its duties under this agreement without the prior written consent of the Client. Any such purported assignment shall be void and have no effect.

(g) Successors and Assigns: This agreement binds and benefits the heirs, successors and assigns of the parties.

(h) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement will be interpreted so as best to carry out the parties’ intent.

24. Signatures

Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

Client:                                                                   Developer:

Dr. James Buysse, Dr. James Buysse,
Vice Chancellor, Administration & Finance Vice Chancellor, Administration & Finance
Riverside Community College District Riverside Community College District

Date: ______________________                         Date: ______________________
EXHIBIT A:
OmniPlatform Software Corporation, Agreement #1705

Developer agrees to provide the following deliverables:

2. Install software on application server.
3. Configure application server and database servers to serve the application to users and administrators of software.
4. Software will be accessible to people with disabilities and comply with the Rehabilitation Act of 1973 (amended in 1998).

Price breakdown:

Database design and implementation $800
Jsp xml tags:
   a. Template tags $1,000
   b. Content tags (menu, content) $2,500
Domain/subdirectory creation and propagation tools $1,000
UI integration with backend J2EE code framework:
   a. User end application (site manager, page editor, help/faq) $1,000
   b. Administrator end application (system, domains, users, templates) $1,200

Total: $7,500.00
Subject: Contract with First 5 Riverside County Children and Families Commission

Background: Presented for the Board’s review and consideration is a contract between Riverside Community College District and First 5 Riverside, Riverside County Children and Families Commission to provide funds for Early Childhood Education community and staff development from July 1, 2005 through June 30, 2006. The grant funding is in the amount of $37,165.00 and will support professional development training that is being planned for fall 2005, winter and spring semesters 2006. The focus of training is on the integration of assessment strategies into college academic coursework and children’s center lab schools. Funding source: First 5 Riverside, Riverside County Children and Families Commission Faculty and Staff Training Grant.

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

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for July 1, 2005 through June 30, 2006, in the amount of $37,165.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Irv Hendrick
Dean of Education
Debbie Whitaker-Meneses
Associate Dean, Early Childhood Studies
FIRST 5
RIVERSIDE
Riverside County Children & Families Commission
A public entity funded from Proposition 10 tobacco tax funds to provide comprehensive improvement in child development services for children prenatal through age five and their families.

June 20, 2005

MEMBERS
Jean Benson
Chair
Susan Loew
Vice-Chair
Connie Beasley
Yolanda Carrillo
Dr. Gary Feldnian
Dr. David Long
Jeff Stone
Jerry Wengerd

Riverside Community College
Attn: Deborah Cazares, Instructor
4800 Magnolia Avenue Riverside, CA 92506-1299

RE: Fiscal Year 2005/2006 Contract #06-9415 OP

Dear Ms. Cazares:

Enclosed are two originals of the above referenced Contract for your signature. Please sign and date both originals where specified and return both originals to the Commission by noon, June 24, 2005. Your contract has been scheduled for consideration by the Commission at its next scheduled meeting on Monday, June 27, 2005, at 1:30 p.m. You are encouraged to attend this meeting.

You will notice some changes to the contract for this year. On May 23, 2005, the Commission reviewed and approved a modified contract template for Fiscal Year 2005-2006, which will become effective July 1, 2005. The new contract contains several changes that improves the overall structure and provides clarity regarding the contractual requirements and Commission options related to non-compliance. The key changes are as follows:

Section 9: Performance Target Outline (PTO) / Scope of Work (SOW)

Current: The 04/05 contract incorporates a PTO, which includes a summary description of the program, milestones related to achievement of goals, product steps, assumptions, and target verification.

New: The 05/06 contract incorporates a Scope of Work (SOW), which will describe in basic and quantitative terms, the objectives to be achieved in connection with First 5 Riverside funding. A scaled down version of the PTO will also be attached to the contract, which will reflect measurable results of the contracted services.
Sections 8, 10, 12, 18: Reimbursement and Reporting

Current: The 04/05 contract language stipulates that Quarterly reports reflecting program status, progress, and expenditures are submitted 30 days after the end of each quarter.

New: The 05/06 contract language includes a requirement of monthly program and fiscal input in the RESULTbase system by the fifth (5th) working day of the following month. This information will be used to reconcile advance quarterly payments in a more timely manner. Quarterly program and fiscal reports of all expenditures shall be entered and reported within the RESULTbase system within thirty (30) calendar days after the end of the quarter.

New: The 05/06 contract language stipulates, where appropriate, the Partner Agency will participate in the ongoing development of the evaluative process. Language regarding participation has been clarified, strengthened and reiterates the monthly program and fiscal RESULTbase system input obligation.

Sections 9, 10: Approval of Changes to the SOW and PTO

Current: The 04/05 language allows the Executive Director to consider PTO revisions and provide final approval and to recommend that substantive changes be approved by the Commission.

New: The 05/06 language clarifies the process for making such requests and provides discretion to the Executive Director to determine when substantive changes require formal approval of the Commission. Emphasis is placed on the Executive Director role with regard to approval of changes, both minor and substantial which impact the performance targets.

Attachment C: Budget

In fiscal year 05/06 the budget is a detailed line item budget and a separate budget must accompany each PTO.

Our staff is available to address any questions or concerns related to the outlined changes. We appreciate the continuous effort demonstrated by our program partners to provide excellent service within the Riverside community.
Sincerely,

Stella M. Smith
Deputy Director

2002 Iowa Ave, Suite 100, Riverside, CA 92507-2423
Telephone (951) 248-0014 • (800) 266-3880
Fax (951) 248-0079 • TDD (951) 321-0063
RIVERSIDE COUNTY CHILDREN AND FAMILIES
COMMISSION CONTRACT INVESTMENT OF FUNDS
2002 Iowa Avenue Suite 100
Riverside, California 92507

RCCFC AWARD: 06-9415 OP

PARTNER AGENCY: Riverside Community College

CONTRACT TERM 7/1/05-6/30/06

MAXIMUM REIMBURSABLE AMOUNT: $37,165.00

TAX IDENTIFICATION NUMBER On File

Partner Agency designated above is hereby certified for an investment of funds in an amount not to exceed $37,165.00 as awarded by the Riverside County Children and Families Commission (Commission), provided pursuant to Proposition 10, to provide services and results as set forth in Attachments A and B (attached hereto and in the Application Form for fiscal year 05/06 with attachments thereto) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Commission and Partner Agency have executed this Contract.

<table>
<thead>
<tr>
<th>Authorized Signature for Commission:</th>
<th>Authorized Signature for Partner Agency:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name of Person Signing:</td>
<td>Printed Name of Person Signing:</td>
</tr>
<tr>
<td>Harry Freedman:</td>
<td>James L. Buysse</td>
</tr>
<tr>
<td>Title: Executive Director</td>
<td>Title: Vice Chancellor</td>
</tr>
<tr>
<td>Address: 2002 Iowa Avenue, Suite 100, Riverside, CA 92507-2423</td>
<td>Address: 4800 Magnolia Ave. Riverside, CA 92506-1299</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>Attest:</td>
<td></td>
</tr>
</tbody>
</table>

Title: Commission Secretary

RCCFC Contract – Investment of Funds
Template approved 05-23-05 – Reso 05-21
RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

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RCCFC Contract – Investment of Funds
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Terms and Conditions

1. NOTICES

All correspondence and notices required or contemplated by this contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

<table>
<thead>
<tr>
<th>Commission:</th>
<th>Partner Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harry Freedman, Executive Director</td>
<td>Riverside Community College</td>
</tr>
<tr>
<td>2002 Iowa Avenue, Suite 100</td>
<td>4800 Magnolia Avenue</td>
</tr>
<tr>
<td>Riverside, California 92507</td>
<td>Riverside, CA 92506-1299</td>
</tr>
</tbody>
</table>

Or to such other addresses as the parties may hereafter designate.

2. SOURCE AND SCOPE OF CONTRACT

A. This award Contract is valid and enforceable only if sufficient funds are available to the Commission from the California Children and Families Commission for the fiscal year 2005/2006 for the purposes of this program. In addition, this Contract is subject to any additional restrictions, limitations, or conditions enacted by the State of California, which may affect the provisions, terms, or funding of this Contract in any manner.

B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this Contract shall be amended to reflect any reduction in funds.

C. The Commission retains the option to amend the Contract to reflect any reduction of funds.

3. DEFINITIONS

The following are terms included within the Terms and Conditions of the Contract as defined by the Riverside County Children & Families Commission:

Commission: The Riverside County Children & Families Commission and assembly of Commissioners, responsible for directing Proposition 10 funds at the county level.

Customer: Customers are individuals who directly interact with an organization's product and its implementers. This interaction is intended to result in a change in behavior, condition, and satisfaction for those being served.
Partner Agency: The government or other legal entity to which a Contract is awarded and which shall be accountable to the Commission for the use of funds provided.

Performance Target: The specific results that a partner agency receiving investment will commit to achieve.

Performance Target Outline (PTO): A plan prepared by an individual or entity, a summary of which is included as Attachment B of the Contract, to describe the quantitative and qualitative results of the investment received from the Commission and the means by which they intend to achieve those results.

Product: A program or service with specific core features. In target planning, a product is described in terms of a benefit or value to a customer.

RESULTbase: An online data management system used to collect and analyze client demographics, services, and milestone performances.

Scope of Work (SOW): A documented and quantitative description of the project's deliverables (i.e. what you are funded to do). See Attachment A.

4. TERM

The term of this Contract shall be from July 1, 2005, to and including June 30, 2006. Funds shall not be automatically renewed by the Commission upon or after the term of the Contract except by formal amendment approved by the Commission.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

If Partner Agency fails to comply with the conditions of this Contract, the Commission may; temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost or activity not in compliance and/or request repayment to Commission if any disallowance is rendered after audit findings.

6. TERMINATION

A. By Commission: Commission may, by written notice to Partner Agency terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, Partner Agency shall immediately discontinue all services affected (unless the notice directs otherwise).
1. Termination for no cause. The Commission may terminate this Contract upon thirty (30) calendar days written notice for no cause. Following notice of such termination. Partner Agency shall notify the Commission as to the status of its performance. Notwithstanding any other payment provision of this Contract, Commission shall pay Partner Agency for service performed to the date of termination, to include a prorated amount of compensation due hereunder, less payments, if any, previously made. In no event shall Partner Agency be paid an amount in excess of the full price under this Contract or for unperformed services. Partner Agency shall furnish to Commission such financial information as is necessary in the judgment of the Commission to determine the reasonable value of the services rendered by Partner Agency. In the event of a dispute as to the reasonable value of the services rendered by Partner Agency, the decision of the Commission shall be final. The foregoing is cumulative and shall not affect any right or remedy, which Commission may have in law or equity.

2. Termination for cause:
   a. Due to Default or Breach of Contract. Upon default by the Partner Agency in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment B of this Contract, Commission may immediately terminate this Contract by written notice, which shall be effective upon receipt by Partner Agency.
   b. Due to Health and Safety Concerns of Clients. The Commission may immediately terminate this Contract, at the sole discretion of the Commission when the Partner Agency has been accused and/or found to be in violation of any county, state, or federal law and regulation related to the health and safety of clients. Contract may also be immediately terminated at the sole discretion of Commission if the Partner Agency fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are at risk by Partner Agency.
   c. Due to Non-Appropriation. Termination may occur if no funds or insufficient funds are available for payments. After this Contract is terminated under these provisions. Commission shall have no obligation to make further payments. Termination shall be effective immediately upon written notification of the decrease or elimination of funds.
   d. Due to Non-Compliance. Termination may occur if Partner Agency fails
to provide Commission with any reports, data, and/or information as required in this Contract.

B. By Partner Agency: Partner Agency may terminate this Contract upon thirty (30) calendar days written notice to Commission.

7. REQUIREMENT OF SUPPLEMENTING PROGRAM
Funds received pursuant to this Contract shall not be used to supplant any program of Partner Agency. Funds shall ONLY be used to supplement Partner Agency's program. The Commission endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Act), all monies raised pursuant to the Act shall be appropriated and expended by Partner Agency only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant local general funds. Further, expenditures are prohibited for use to fund any existing levels of service.

8. RESULTS AND OUTCOMES MANAGEMENT
A. The Commission continues to refine its evaluative processes that will assist the Commission, its Partner Agencies and the community to successfully implement, increase, and measure the impact of the Children and Families Act in Riverside County. Where appropriate, Partner Agency agrees to participate in the ongoing development of these evaluative processes. Specific areas may include, but are not limited to, the development of outcomes for programmatic performance, standards for service delivery and assessment tools for early care and education. Partner Agency agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by Commission. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress and Result Reports, utilization of Commission developed reporting systems and monitoring formats and required training to familiarize and implement the results based accountability framework and entry of program and fiscal data as required.

9. PERFORMANCE TARGET OUTLINE (PTO) AND SCOPE OF WORK (SOW)
A. Agencies will be required to submit and adhere to a PTO and SOW approved by First 5 Riverside. The PTO's will accurately reflect measurable results of services
provided through First 5 Riverside funding. The Scope of Work will provide a quantitative description of the program(s) objectives to be achieved in connection with First 5 Riverside funding.

B. PTO and SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of the contract but which constitute a significant change to program performance targets shall be accepted for consideration throughout the term of this contract. Request for these types of PTO and SOW adjustments must be submitted to the Commission office in writing or via e-mail. Upon approval. Partner Agencies will receive either written or e-mail verification from the Executive Director or designee. All changes will be incorporated into the Contract and shall become effective on the date of written approval from the Executive Director. Documentation of the approval and referenced changes will be kept on file.

C. PTO and/or SOW revisions that are considered significant changes to program performance targets but which affect the overall deliverables of the contract include the following: changes that result in the type or number of customers served, new staff positions or major staff changes, changes in the Performance Target and Product. These changes will be considered by the Executive Director upon written request of the Partner Agency after October 31st and throughout the current fiscal year. PTO and/or SOW revisions shall be submitted to the Executive Director via the Program Specialist assigned to the Partner Agency and will be inclusive of changes that result in the type or number of customers served, new staff positions or major staff changes, changes in the Performance Target(s) and Product. The Executive Director or designee will respond to the proposed request for SOW/PTO revisions within thirty (30) calendar days after receipt at the Commission office. Final approval of any proposed revisions to the SOW/PTO shall require the written approval of the Executive Director. Substantive changes, as determined by the Executive Director, shall not be effective until formal approval is obtained from the Commission. All changes will be incorporated into the Contract and shall become effective on the date of written approval from the Executive Director and/or Commission.

D. Partner Agency agrees to obtain "voluntary" consent using the First 5 Riverside Consent Form for any customer entered into the RESULTbase system. Partner Agency also agrees to maintain the original signed Consent Form on file for First 5 Riverside to review as necessary. Each customer is to receive a copy of the signed Consent Form.
10. ALLOCATION OF FUNDS FROM THE COMMISSION

Partner Agencies must provide a detailed budget that outlines the allocation provided by the Commission. Commission shall allocate the funds to Partner Agency as follows:

A. All funds provided pursuant to this Contract shall be expended by Partner Agency in accordance with the budget, as set forth in Attachment C hereto.

B. Funds shall be disbursed quarterly based on the funding amount, not to exceed a quarter apportionment. The Executive Director, or designee, reserves the right to withhold or reduce disbursement of funds if Partner Agency fails to submit all completed quarterly reports by the indicated due date, if reported expenditures fall below projections, if results achieved are not as projected with no effort made to improve or if the Partner Agency is not in compliance with this Contract.

C. Fiscal expenditures shall be entered for each month by the fifth working day of the following month. Quarterly reports of all expenditures shall be entered into the RESULTBase system within thirty (30) calendar days after the end of the quarter. An e-mail must be sent to First5@rccfc.org on or before quarterly report due date, to certify the validity of the fiscal report. Upon receipt of the validating e-mail, a fiscal report is generated by the Commission. If the due date falls on a weekend or holiday, the due date will be on the following business day.

- QUARTER 1: October 30
- QUARTER 2: January 30
- QUARTER 3: April 30
- QUARTER 4: July 30

D. Extensions may be granted upon request from the Partner Agency if submitted on or before the due date. Such requests shall be directed through the Program Specialist assigned to the Partner. Quarterly fiscal reports that are not complete by the due date may cause a delay in the receipt of the next quarterly payment, withholding of quarterly payment, or affect future contract opportunities with the Commission.

E. Any changes that occur with expenditures must be reported to Commission staff and adjusted within RESULTBase before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in December (2nd Quarter), as reported in the January 30 report, must be adjusted and reconciled before the end of the 3rd Quarter (March 30), as reported in the April 30 report.
F. The Commission will send a letter verifying the payment allocations or notification of payments withheld. If a payment is due, a check will be attached to the letter and mailed to the attention of the person designated by the Partner Agency. Changes in the mailing address or designated contact person must be submitted in writing on the Partner Agency letterhead and signed by an authorized representative. Check amounts exceeding $250,000 will not be mailed and arrangements must be made to pick up the check at the Commission office. If requested by Partner Agency, the check can also be mailed via Certified mail.

11. REIMBURSEMENT OF FUNDS TO THE COMMISSION

If Partner Agency has been overpaid, including fourth quarter expenses, the Commission will allow, in instances where the Contract is renewed, those program funds to be carried forward into the Partner Agency's new Contract period and will reduce the second and subsequent quarterly payments by an amount not to exceed the overpayment.

Notwithstanding any other provision herein. Partner Agency agrees to reimburse, in full, any and all funds received from the Commission, upon request of the Commission, where such funds as determined by the Commission are not, or have not been utilized by Partner Agency for their purpose as intended by the Commission. The terms and conditions of reimbursement shall be the sole discretion of the Commission.

12. RCCFC FISCAL REQUIREMENTS

A. Interest Accounts

Where not restricted by applicable law, Partner Agency shall maintain all funds received from the Commission in a separate, interest bearing bank account. Where such separate accounts are allowable, the Partner Agency shall identify all interest earned on such funds. If Partner Agency is unable to maintain the funds in a separate account, Partner Agency shall have methods in place for identifying any and all Commission funds and applicable interest where not restricted by applicable law. Where not restricted by applicable law, interest shall be accounted for on a quarterly basis in the quarterly reports. Partner Agencies shall appropriate accumulated interest within the approved Commission program budget and may expend such funds by the end of the Contract term. All interest earned funds not spent by the end of the program year shall be returned by Partner Agency, including any balance of unused Commission monies.

B. Budget Adjustments

The Executive Director, or designee, will accept proposed budget adjustments from Partner Agencies during the current fiscal year. The Executive Director, or
designee, will respond to budget adjustments within thirty (30) calendar days after receipt at the Commission office. A transfer of no more than 10% (per fiscal year) of the total Contract amount may be made without prior written approval of the Executive Director, or designee, but written justification from the Partner Agency is required in the Program Progress Report submitted for the quarter in which the transfer is made. Budget adjustments will not change the total Contract amount and additional line items are not to be included. Failure of the Commission to discover or object to any unsatisfactory quarterly fiscal reports prior to payment will not constitute a waiver of Commission's right to require Partner Agency to correct such quarterly reports.

C. Budget Revisions
Budget revisions are requests to transfer more than 10% of the total Contract amount and/or the addition of line items that were not previously approved. The Executive Director, or designee, will accept proposed budget revisions along with written justification from Partner Agencies during the current fiscal year. Budget revisions will not be accepted after June 30 of the current fiscal year. The Executive Director, or designee, will respond to budget revisions within thirty (30) calendar days after receipt at the Commission office.

D. Amendments
Necessity for amendments to this contract will be determined by the Executive Director and may include, but are not limited to Contract increases or decreases and significant changes to the Scope of Work (SOW) and/or Performance Target Outline (PTO). All amendments to the Contract shall require formal approval of the Commission, as provided herein, before they are effective.

E. Cost Allocation
Partner Agency shall have a cost allocation system to identify prorated costs by funding source.

F. Overhead/Indirect Costs
1. Indirect costs shall be based on a Board approved cost allocation plan or state/federal approved rate not to exceed 10%. These costs will be reviewed and approved on a case-by-case basis. The indirect rate shall not be applied to any funds passed through to other agencies for services contained in the attached PTO (Attachment B).

2. A pass through is defined as those instances where the Partner Agency forwards funds obtained from First 5 Riverside to a subcontractor and the
Commission maintains no relationship or responsibility for the performance of the subcontractor. In such cases, the Partner Agency remains responsible for outcomes to be produced by the subcontractor and the accurate reflection of costs associated with securing subcontracted services. First 5 Riverside funds shall not be used in a manner that will cause payment for indirect costs with the Partner Agency's funded program more than once. Indirect costs of subcontractors shall be included in the Partner Agency's approved budget as an "Indirect Line Item."

G. Revenues Received
If Partner Agency receives other revenues to operate the First 5 Riverside funded project, such revenues shall be reflected as revenue and expenses within the program budget.

H. Payroll Taxes
Commission shall not be directly responsible for the payment of any taxes on the Partner Agency's behalf. In the event that the Commission is required to do so by state, federal, or local taxing agencies. Partner Agency agrees to promptly reimburse Commission for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but are not limited to the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and worker's compensation insurance.

13. PARTNER AGENCY FISCAL REQUIREMENTS

A. Each Partner Agency shall provide a copy of their annual financial audit to the Commission covering the fiscal year that funds are received or services provided pursuant to this Contract. The annual audit shall be performed by an independent auditor, or duly authorized representative of the federal government, state, or county using generally accepted accounting principles.

B. Such audits shall be submitted to the Executive Director, or designee, within one hundred and eighty (180) calendar days of the end of the fiscal year. Proposition 10 funds must be identified separately within the financial audit. Separate identification (Schedule) must include a summarization of Proposition 10 revenues and expenditures for the time period.

C. Each Partner Agency shall be able to clearly document the staff time charged to Proposition 10 funding.

14. INVENTORIABLE EQUIPMENT/VEHICLES

A. The title of vehicles or property derived from approved purchases funded by the
Commission shall be maintained by the Partner Agency for the uses and purposes provided; Partner Agency shall administer such property only for the purposes for which they were granted.

B. The Commission considers equipment as items purchased with Proposition 10 funds that cost $1,000 or more. For any and all equipment purchases meeting this criterion, Partner Agency shall inventory and report such items on the Commission Inventory Record Form. This record must accompany Partner Agency’s final Quarterly Reports submitted at the end of the Contract period. Applicable receipts must be maintained by the Partner Agency to validate expenditures during Commission monitoring visits. Ownership and documentation of vehicles shall be maintained by the Partner Agency. Partner Agency shall submit a copy of the pink slip regarding vehicle ownership with the final Quarterly Reports. It is understood that the Partner Agency is liable for any/all liability and damages resulting from the misuse of equipment/vehicles purchased with Proposition 10 funds. Equipment/vehicles shall not be used for personal use by the Partner Agency, and/or their employees, agents, subcontractors, and/or collaborating partners.

15. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under Partner Agency’s control or ownership that was acquired or improved in whole or in part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between Commission and Partner Agency, where the original cost exceeded one thousand dollars ($1,000.00) shall either be, at the election of the Commission as determined by the Executive Director, or designee: (1) used by Partner Agency for the services described in Exhibit A for a period of five (5) years after termination or expiration of this Contract, unless a longer period is specified in Exhibit A; or (2) disposed of and proceeds paid to Commission in a manner that results in Commission being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to Partner Agency’s out of pocket expenditures using non-commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

A. In furtherance of the foregoing, if Commission selects continued use of the capital asset, as provided herein, the Partner Agency hereby agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. The foregoing covenant shall survive the termination or expiration of this Contract and shall be actionable at law or in equity by Commission against Partner Agency and its successors in interest.
B.

In the event Commission selects disposition of the subject real or personal property, then Partner Agency shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to Commission upon the close of the applicable disposition traction, such as close of escrow for the sale of real property, transfer of a motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

16. **TOBACCO CONTROL POLICY**

Partner Agency shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. Partner Agency shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff being paid from Commission funded activities. The Comprehensive Tobacco Control Policy is set forth as Attachment D hereto.

17. **CONDUCT OF BUSINESS**

A. Partner Agency shall be in compliance, and shall remain in compliance with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. Partner Agency shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations or requirements.

C. Partner Agency shall obtain and shall maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. Partner Agency shall immediately notify Commission upon the filing of any action in bankruptcy.

E. Partner Agency shall immediately notify Commission upon the commencement of any litigation, whether Partner Agency is the plaintiff or defendant, where such litigation may interfere with the ability of Partner Agency to perform its duties under this Contract, and where the Commission is not a party to such litigation.
F. Partner Agency shall immediately notify Commission upon the commencement of any investigation, and/or activity by a regulatory agency against Partner Agency, which may interfere with the ability of Partner Agency to perform its duties under this Contract.

18. RECORDS MANAGEMENT AND MAINTENANCE

A. The Partner Agency shall make such reports to the Commission in such form and containing such information as may be required by the Commission.

B. Partner Agency shall input all the data necessary to generate the quarterly report to the Commission on a monthly basis and file quarterly reports within thirty (30) calendar days of the end of the quarter, and at the end of the term of the Contract:

1. Quarterly Fiscal Report Forms using RESULTbase as required by the Commission;

2. All the quarterly data necessary to generate demographic, service utilization, results, and aggregate activity reports;

3. Submission of the Program Progress Report on a quarterly basis;

4. Submission of the Inventory Record Form to be part of the fourth quarter reports.

C. Final Reports at the conclusion of the term of the Contract using RESULTbase as required by the Commission.

D. Partner Agency shall retain such reports, and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect or until any county, state or federal audit are completed, whichever is later. This obligation is not terminated upon termination of this Contract, whether by recessions or otherwise. Partner Agency agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Books and records shall be maintained in accordance with general accounting standards for books and record keeping.

F. Where medical records, and/or client records are generated under this Contract, Partner Agency shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act.

G. Each Partner Agency must maintain a written customer confidentiality policy and maintain a written protocol to ensure Partner Agency staff are aware of and abide by said policy to include a signed confidentiality agreement.

19. PUBLIC DISCLOSURE OF DOCUMENTS
Partner Agency acknowledges and agrees that information, communications, and documents given by or to the Commission, and meetings involving Commission members, staff, or advisory committee members may be subject to applicable law on public disclosures and/or public meetings. Partner Agency shall cooperate with the Commission in order that it may fully comply with the requirements of such laws and regulations.

20. INSPECTIONS AND CONTRACT MONITORING BY COMMISSION
A. The Commission shall review, audit, and inspect the Partner Agency through Quarterly Monitoring visits for compliance with the terms of this Contract. All books, financial records, and program records including verification of target and milestone achievements of the Partner Agency relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the Commission staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at Partner Agency’s place of business or at such other mutually agreeable location in California.

B. Upon completion of the monitoring visit, the Partner Agency will be mailed a report summarizing the results of the monitoring visit within forty five (45) calendar days of the report. Upon receipt, the Partner Agency may be required to respond to concerns or requests as specified in the monitoring report within thirty (30) calendar days of receipt.

21. GOVERNING LAW AND VENUE
A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, and its construction and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the
event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

22. PARTNER AGENCY SUBCONTRACTS

Partner Agency shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. Before initiating programmatic operations, Partner Agency shall enter into a Memorandum of Understanding (MOU) or similar Subcontract with any such organization, with signatures affixed by an official authorized to bind the organization. Partner Agency shall provide said Contract(s) to the Executive Director, or designee.

23. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Partner Agency shall include the following acknowledgment of the Commission and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to Commission funded programs. These materials include, but are not limited to the following: brochures, flyers, television, radio and print ads, public service announcements, presentations, telephone hold messages, outdoor ads, and vehicles. The wording of the RCCFC attributions shall be one of the following: "Made possible by funding from First 5 Riverside" or "Funded by First 5 Riverside."

B. Where appropriate, Partner Agency shall use the approved Commission logo on public education and outreach materials in accordance with the Commission Attribution Standards, incorporated herein by reference, and as may be amended from time to time. The Commission Attribution Standards are set forth as Attachment E hereto.

C. Partner Agency shall provide Commission staff a copy of all Public Relations pamphlets, brochures, and newsletters fourteen (14) calendar days prior to submitting to print. News releases should be submitted seven (7) days before release is scheduled.
D. The Commission staff shall provide guidance on procedures for logo usage and printed public relations material. Said information can be obtained in the document library in RESULTbase.

24. **POLITICAL/RELIGIOUS AFFILIATIONS**

Partner Agency agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the Commission.

25. **WORK PRODUCT**

A. Commission shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. Partner Agency shall not release any materials under this section except after prior written approval of Commission.

B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of Commission. Commission will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

26. **SUBCONTRACTOR FOR WORK OR SERVICES**

A. Commission does not recognize subcontractors under this Contract. Commission holds Partner Agency solely responsible for the performance of all duties and obligations under this Contract. Partner Agency agrees and understands that Commission does not enter into, or assume any legal relationship with any subcontractor of Partner Agency for performance under this Contract. Partner Agency agrees to remedy any and all breaches of any Contracts with any subcontractor, and further agrees that Partner Agency may not look to Commission for any payment, liability, or assistance in the remedy of any actual or alleged breach.

B. Any and all subcontractors) shall conform to all requirements of the Commission and any Contract between the Partner Agency and Commission. Copies of Contracts or MOU’s between the Partner Agency, subcontractor and any participating third parties, shall be submitted to the Commission within thirty (30) calendar days from the start date of the Contract.
27. **NON-DISCRIMINATION**

This Contract hereby incorporates by references the provisions of Title 2, CCR, Section 8107 et seq., as may be amended from time to time. Partner Agency agrees to comply with the provisions of Title 2, CCR, Section 8107 et seq., and further agrees to include this Non-Discrimination clause in any and all subcontracts to perform services under this Contract.

28. **INDEPENDENT CONTRACTOR**

It is understood and agreed that Partner Agency is an independent contractor and that no relationship of employer-employee exists between the Partner Agency and Commission. The Partner Agency, nor Partner Agency's officers, agents, employees or subcontractors, shall not be entitled to any benefits payable to employees of Commission, including Workers Compensation.

29. **INDEMNIFICATION**

A. Partner Agency shall indemnify, and hold harmless Commission, its officers, employees and agents from any liability whatsoever, including wrongful death, based or asserted upon any act or omission of the Partner Agency, its employees, subcontractors and agents relating to or in any way connected with the accomplishment of the work or performance of service under this Contract. As part of the foregoing indemnity, Partner Agency agrees to protect and defend at its own expense, including attorney's fees, Commission, its officers, agents, and employees in any legal action based upon any such alleged acts or omissions.

B. Where Partner Agency is a public entity, as defined by applicable law, Commission and Partner Agency, to the extent that liability may be imposed on the Commission by the provisions of Government Code Section 895.2, shall be liable for their own acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either Commission or Partner Agency, their employees or representatives, performance or omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the Commission and Partner Agency, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise.

C. Partner Agency agrees to indemnify Commission for all federal/state withholding or state retirement payments, which Commission may be required to make by the federal or state government as a result of this Contract. If for any reason, Partner
Agency is determined not to be an independent contractor to Commission carrying out the terms of the Contract, such indemnification shall be paid in full to Commission upon sixty (60) calendar days written notice to Partner Agency if a federal and/or state determination is made that such payment is required.

30. **INSURANCE**

Partner Agency shall obtain, maintain, or cause to be maintained at its sole cost and expense, the following insurance coverages during the term of this Contract:

A. Professional Liability: Partner Agency shall maintain Professional Liability Insurance providing coverage for performance of work included within this Contract, with a limit of liability of not less than $1,000,000 (As determined by County Risk Management).

B. Workers Compensation: If Partner Agency has employees as defined by the State of California, Agency shall maintain Worker's Compensation Insurance as prescribed by the laws of the State of California. Policy shall include Employer's Liability with limits not less than $1,000,000 per person per accident. (As determined by County Risk Management)

C. Vehicle Liability: If Partner Agency uses any vehicles or mobile equipment in the performance of the obligations under this Contract, Agency shall maintain liability insurance for all owned, non-owned, or hired vehicles in an amount not less than $1,000,000. (As determined by County Risk Management)

D. General Provisions: The Partner Agency shall cause their insurance carrier(s) to furnish the Commission a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required showing such insurance is in full force and effect for the Contract period. Furthermore, the certificate(s) of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the Commission prior to any material modification or cancellation of such insurance.

31. **ASSIGNMENT**

This Contract shall not be assigned by Partner Agency, either in whole or in part, without prior written consent of Commission, as approved and authorized by formal action of the Commission.

32. **ALTERATION AND/OR AMENDMENT**

No alteration, amendment, or variation of the terms of this Contract shall be valid unless
made in writing and signed by the parties hereto, and no oral understanding or Contract
not incorporated herein shall be binding on any of the parties hereto. Only the
Commission, by formal action, may authorize any alteration or revision to this Contract
on behalf of the Commission. The parties expressly recognize that individual
Commission members, advisory committee members, or staff to the Commission is
without authorization to either change or waive any requirements of this Contract without
formal action of the Commission.

33. CONFLICT OF INTEREST
Partner Agency shall have no interest, and shall not acquire any interest, direct or
indirect, which will conflict in any manner or degree with the performance of services
required under this Contract.

34. WAIVER AND SEVERABILITY
Any waiver by Commission of any breach of any one (1) or more terms of this Contract
shall not be construed to be a waiver of any subsequent or other breach of the same term
of any other term herein. In the event any provision in this Contract is held by a court of
competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
nevertheless continue in full force without being impaired or invalidated in any way.

35. DISALLOWANCE
In the event Partner Agency receives payment for services under this Contract, which is
later, disallowed for nonconformance with the terms and conditions herein. Partner
Agency shall promptly refund the disallowed amount to Commission upon request.
Commission retains the option to offset the amount disallowed from any payment due to
the Partner Agency under this Contract, or under any other Contract, or Contract between
Partner Agency and Commission.

36. OFFICIAL DOCUMENTS
Upon the Contract approval by the Commission, one (1) completed set of this document
will be sent to the Partner Agency. Such copy shall be the officially approved Contract
for the conduct of the approved project.

37. ENTIRE CONTRACT
This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous Contract of any kind of nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Contract shall be by the provisions of the section entitled "alteration and/or amendment" herein.

38. NONEXCLUSIVE CONTRACT
Partner Agency understands that this is not an exclusive Contract and that Commission shall have the right to negotiate with and enter into Contracts with others providing the same or similar services as those provided by Partner Agency as the Commission desires, and at the sole discretion of the Commission.

39. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT
Partner Agency certifies that the individual signing herein has authority to execute this Contract on behalf of Partner Agency, and may legally bind Partner Agency to the terms and conditions of this Contract, and any attachments hereto.

40. COMPLIANCE WITH LAW
Partner Agency shall, at its sole cost and expense, comply with all County, State, and Federal law now in force or which may hereafter be in force with regard to this Contract. The judgment of any court of competent jurisdiction, or the admission of Partner Agency in any action against Partner Agency, whether Commission be a party thereto or not, that Partner Agency has violated any such ordinance or statute, shall be conclusive of that fact as between Partner Agency and Commission.

41. CONFLICTS IN INTERPRETATION
In the event of conflict in interpretation by the parties of the provisions contained in the numbered sections of this Contract and the provisions contained in the Attachments hereto, the provisions of the numbered sections of this Contract shall prevail over those in Attachments hereto.
ATTACHMENT A:
SCOPE OF WORK
FY 2005/2006

Partner Agency Name: Riverside Community College

Contract Number: 06-9415

Region Served: East, West, Pass, South, Countywide (circle all that apply)

Partner Agency Program(s) Description: (please provide a description of what you are funded to deliver. Include the main features of the program(s) and quantity of service to be provided.)

The goal during the 2005-2006 year is to train the Riverside Community College faculty on observation and assessment for special needs children in early education and work with them to include assessment issues (as appropriate) into every one of our early childhood courses.

- Workshops, team meetings, and faculty meetings are scheduled periodically throughout the 16-week spring semester.
- There will be one overnight retreat for Faculty from noon on Saturday to noon on Sunday.
- Three trainings for college students and members of the early childhood community will be planned for the 2005-2006 year.
- A resource library to support faculty in integrating inclusion concepts into their college curriculum contains a number of most commonly used assessment tools, and Service Coordinators from the Early Start program at Inland Regional Center have provided their expertise when needed.

Partner Agency Name: Riverside Community College
Agreement Number: 06-9415

RCCFC Contract – Investment of Funds
Template approved 05-23-05 – Reso 05-21
Attachment B:

PERFORMANCE TARGET OUTLINE SUMMARY
FY 2005/06

Partner Agency Name: Riverside Community College
Contract Number: 06-9415

Performance Target(s):

Program Name: Core Faculty Retreat
Target(s): The Early Childhood Studies Faculty Training projects to serve 18 RCC faculty in the 05/06 fiscal year.

By June, 2006, of the 18 faculty members participating in special needs curriculum development, 14 will include early childhood observation and assessment course objectives in at least one class assignment.

Program Name: Non-Core Community Provider Workshops
Target(s): The Early Childhood Studies Provider Training projects to serve 175 community college students and early childhood providers in Western Riverside County in the 05/06 fiscal year.

By June 30, 2006, of the 175 students and providers who attend a special needs workshop, 120 will report at least one example of how to incorporate workshop objectives into their classroom environment, curriculum, or schedule.

By June 30, 2006, of the 120 providers who report at least one example of how to incorporate workshop objectives; at least 60 will confirm that they have actually incorporated at least one new concept into their classroom environment, curriculum, or schedule within 6 weeks of their attendance at the workshop.

RCCFC Contract – Investment of Funds
Template approved 05-23-05 – Reso 05-21
**Partner Agency Name:** Riverside Community College  
**Contract Number:** 06-9415

**Program Title**  
Early Childhood Studies Faculty/Staff/Provider Training

**Strategic Plan Goal Area(s):**  
- Child Care  
- Health  
- Education

**Program Start Date:** 10/01/2005  
**Program End Date:** 5/31/2005

**Date Draft PTO Submitted:** May 6, 2005  
**Date Final PTO Approved:**

**Executive Director:** Debbie Whitaker-Meneses, Associate Dean

**Name and Title of Person Responsible for Program:** Sarah Burnett, Instructor ECS

**Phone:** (951) 222-8957  
**Email:** Debbie.cazares@rcc.edu

**Target Outline Author:** Debbie Cazares
Program Summary and Services Description

Who are the core and non-core customers you plan to serve with the program in the new fiscal year? Please be sure to identify any significant customer characteristics and their particular needs your program addresses. Please describe the core and/or non-core services provided in the program. Include the main features of the service and the activities that are a part of that service. Be sure to include the intensity/duration, essential elements, comparative advantages, and delivery strategy. If relevant, include how the specific needs of subgroups are being met, or if you are using any new innovations or a research-based approach. Please differentiate between core and non-core services. If services are delivered at various sites please include that information in the description.

Program Summary:
Core: The approximately 18 full and part time faculty members of the Early Childhood Studies discipline at all three campuses of Riverside Community College come from various professional backgrounds. Some have infant, toddler and/or preschool experience, while others have an elementary teaching background. Their levels of knowledge in working with children with special needs and their families vary widely. Most are able to assess whether or not a child has special needs and are able to complete an IFSP or IEP correctly. Some work in the early intervention or special education field, while a few have limited or no direct experience. As a result of our trainings over the past four years, most now have incorporated various aspects of inclusion and the NAEYC Code of Ethical Conduct into their college curriculum. Most have concepts such as atypical child development, adaptation of curriculum, and working with families who have children with special needs woven throughout their courses.

Our goal during the 2005-2006 year is to train the faculty on observation and assessment in early childhood and work with them to include assessment issues (as appropriate) into every one of our early childhood courses. Many of our full and part time faculty are not familiar with the appropriate use of assessment in the early childhood classroom (including the types of assessment tools that are available, as well as how to develop a portfolio).

All Early Childhood Studies faculty are eligible for involvement with the program for the length of their employment with Riverside Community College. Involvement is purely voluntary. Workshops, team meetings, and faculty meetings are scheduled periodically throughout the 16-week spring semester. Most meetings last about 1 1/2 hours. There will be one overnight retreat from noon on Saturday to noon on Sunday. Trainings during this retreat will last for four hours Saturday afternoon, two hours Saturday night, and four hours Sunday morning.
Face-to-face interaction in faculty meetings and email are standard forms of communication that have been successful for our Early Childhood Studies department. Blocks of time have been set up for faculty meetings approximately 4 times a semester. Current, up-to-date materials are provided to the faculty. Those faculty members who have expertise in assessment and inclusion are asked to contribute to the discussion and provide resources.

We have been building our resource library to support faculty in integrating inclusion concepts into their college curriculum. We have acquired a number of most commonly used assessment tools, and Service Coordinators from the Early Start program at Inland Regional Center have provided their expertise when needed. We can customize resources and support for individualized needs. Based on the Early Intervention Assistant Competencies developed by the State Department of Developmental Services, course outlines have been revised to reflect the most current knowledge.

Non-core: Approximately 175 early childhood students and child care providers in the Western Riverside County region. It is anticipated that the majority of attendees (70%) will be childcare providers working at center-based programs in the Western Riverside County area, with a few family childcare providers. A smaller number of attendees will be students from a community college or other educational institution who are not currently working in the field.

Attendees are expected to have a wide range of education and experience. The majority will probably have somewhere between 12 units and their Associates Degree in Early Childhood Education or Early Childhood Intervention. Most attendees will probably be relative newcomers to the field with 5 or less years of experience. A few will have more than 10 years of experience.

The trainings will be open to community college students and members of the early childhood community to attend free of charge. Three trainings will be planned for the 2005-2006 year. They will most likely occur in October, February, and April; each will last about 2 hours. They will be held during the evening on the campus of Riverside Community College. Trainings will be conducted by experts in their respective fields. Based on feedback given by attendees at prior workshops, topics may include subjects such as sensory integration, children with challenging behaviors, techniques for teaching social skills, techniques for developing language, and tips for adapting activities for children with special needs. There will be face-to-face interaction, application of knowledge, and use of current materials in each training session.

We have provided three spaces to describe program services. If there are more services to describe, please copy and paste the "service description" format.

Service Description:
Core Faculty:
- Overnight retreat for full and part time faculty on assessment
- Discussion of topic in monthly faculty meetings
- Individualized training for faculty as needed

RCCFC Contract – Investment of Funds
Template approved 05-23-05 – Reso 05-21
Intensity and Duration of service:
- Overnight retreat will last from noon Saturday to noon Sunday (training will be for 6 hours on Saturday, 4 hours on Sunday).
- Monthly faculty meetings last for 1 1/2 hours.
- Individualized training will be on an as-needed basis.

Service Activities List: (Select the activity names from the First 5 Riverside Activity Glossary that apply to the service description above. Please list them below. These will be the service descriptions we will use in RESULTbase system to record service. If you need a unique program activity name for a core service in RESULTbase, please include that in the list below.)

<table>
<thead>
<tr>
<th>Glossary Activity Name</th>
<th>Program Activity Name (optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ECS Faculty Retreat</td>
</tr>
<tr>
<td>2</td>
<td>Meetings or events for providers</td>
</tr>
<tr>
<td>3</td>
<td>Individualized TA</td>
</tr>
</tbody>
</table>

Service Description:
Non-Core Providers and Students: Three trainings open to community college students and early childhood providers on topics related to inclusion of children with special needs.

Intensity and Duration of service:
Each workshop will last about 2 hours and be held on a weekday evening. Workshops will most likely be held during October, February, and April.

Service Activities List: (Select the activity names from the First 5 Riverside Activity Glossary that apply to the service description above. Please list them below. These will be the service descriptions we will use in RESULTbase system to record service. If you need a unique program activity name for a core service in RESULTbase, please include that in the list below.)

<table>
<thead>
<tr>
<th>Glossary Activity Name</th>
<th>Program Activity Name (optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Serving Families and children with disabilities and other special needs</td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>
Performance Targets

What are the performance targets for these core and/or non-core customers? Targets need to include a separate target that indicates the quantity of clients that will be served for the fiscal year and a target that indicates the number of customers that will reach the outcome (based on behavioral change). Please differentiate between core and non-core targets.

Performance Target(s):
Core Faculty Retreat:
The Early Childhood Studies Faculty Training projects to serve 18 RCC faculty in the 05/06 fiscal year.

By June, 2006, of the 18 faculty members participating in special needs curriculum development, 14 will include early childhood observation and assessment course objectives in at least one class assignment.

Non-Core Community Provider Workshops:
The Early Childhood Studies Provider Training projects to serve 175 community college students and early childhood providers in Western Riverside County in the 05/06 fiscal year.

By June 30, 2006, of the 175 students and providers who attend a special needs workshop, 120 will report at least one example of how to incorporate workshop objectives into their classroom environment, curriculum, or schedule.

By June 30, 2006, of the 120 providers who report at least one example of how to incorporate workshop objectives; at least 60 will confirm that they have actually incorporated at least one new concept into their classroom environment, curriculum, or schedule within 6 weeks of their attendance at the workshop.

Performance Target Verification: How will the target achievements be verified? Core: Faculty members will turn in a copy of their syllabus and assignment sheet(s) as confirmation.

Non-core: Attendees will fill out an evaluation form listing workshop objectives. They will be asked to pick two objectives and write examples of implementation strategies for the classroom environment, curriculum, or schedule. Those who attend the training will be asked to address an envelope. This will be used to send a follow-up survey six weeks after the training date the providers who meet the objective in the first target.
Milestones

List each of the core and/or non-core customer milestones as they occur chronologically as the customers progress toward the performance target. What are the product steps and methods for verifying each milestone?

We have provided three pages to describe milestones. If there are more sets and/or milestones to describe, please copy and paste the format below.

Name: ECS Faculty Training

(1) Milestone:
Faculty will define at least one objective and assignment they would like to add to one of their courses in the Spring 2006 semester.

Product Step(s):
Orient faculty to performance target milestones. Give faculty copies of the Course Outline of Record for each course they teach. Provide faculty time to brainstorm.

Verification Method:
Faculty will turn in evaluation form at end of training indicating for which course they will be including the objective and the tentative assignment they will develop.

(2) Milestone:
Faculty will include the assessment objective/assignment on their course syllabus

Product Step(s):
Team meetings to brainstorm with other faculty who teach the same course, resources to consult for ideas, individual consultation with an appropriate person as needed.

Verification Method:
Faculty are required to turn in a copy of their syllabus at the beginning of the semester for each course they teach.

(3) Milestone:
Faculty will provide feedback on the progress of their course(s), identify barriers to incorporation of their objective, if applicable, and any resources they have found to address the barriers.
Product Step(s):
Provide information to faculty on an individual basis as needed, hold question and answer sessions at faculty meetings.

Verification Method:
Individual faculty feedback received in person, on the phone, or via email.

Milestones

(1) Milestone:
Student/provider attends workshop session

Product Step(s):
Workshop is provided on a topic of interest to the attendee. Speaker is an expert on the topic of discussion.

Verification Method:
Student/provider is physically in the room.

Projecting Customer Progress

<table>
<thead>
<tr>
<th>Name: ECS Faculty Training</th>
<th>Hypothetical 100 Customers How Many Will Achieve Each Milestone</th>
<th>Average Time Between Milestones (No. of Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milestones</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1: Faculty defines objective and assignment</td>
<td>100</td>
<td>0</td>
</tr>
<tr>
<td>2: Faculty includes assessment objective/assignment on syllabus</td>
<td>95</td>
<td>30</td>
</tr>
<tr>
<td>3: Faculty provides feedback on progress/identifies barriers</td>
<td>85</td>
<td>70</td>
</tr>
<tr>
<td>Performance Target: (Copied from target section)</td>
<td>77</td>
<td>65</td>
</tr>
</tbody>
</table>

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By June 30, 2006, of the 18 faculty members participating in special needs curriculum development, 14 will include childhood observation and assessment course objectives in at least one class assignment.

## Projecting Customer Progress

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Hypothetical 100 Customers</th>
<th>Average Time Between Milestones (No. of Days)</th>
</tr>
</thead>
</table>

### Milestones

3:
4:
5:
6.
7.
9.
10:

Performance Target: (Copied from target section)

By June 30, 2006, of the 175 students and providers who attend a special workshop, 120 will report at least one example of how to incorporate workshop objectives into their classroom environment, curriculum, or schedule.

By June 30, 2006, of the 120 providers who report at least one example of how to incorporate workshop objectives: at least 60 will confirm that they have actually incorporated at least one new concept into their classroom environment, or schedule within 6 weeks of their attendance at the workshop.
Financial Resources

What resources are required to support this program? What portion of the Partner Agency's First 5 Riverside contract amount is allocated to this program? What other funding sources also support this program?

<table>
<thead>
<tr>
<th>Program Revenue Required</th>
<th>Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 5 Riverside Funding</td>
<td>$37,165</td>
<td>100</td>
</tr>
<tr>
<td>Other Funding Source</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Other Funding Source:</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Other Funding Source:</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$37,165</td>
<td></td>
</tr>
</tbody>
</table>

Provide First 5 Riverside with a detailed budget that includes the staffing required to deliver program services. List all the program staff positions and functions associated with the services. Please note which positions are funded by First 5 Riverside, and the appropriate Full Time Equivalency (FTE).
**FIRST 5 RIVERSIDE**
Riverside County Children & Families Commission
A public entity funded from Proposition 10 tobacco tax funds

<table>
<thead>
<tr>
<th>Personnel (Position Title Only)</th>
<th>Salary</th>
<th>FTE</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director (approximate)</td>
<td>$48,000</td>
<td>0.2</td>
<td>$9,600</td>
</tr>
<tr>
<td>Stipend for Faculty who help with course revisions</td>
<td></td>
<td></td>
<td>$5,000</td>
</tr>
<tr>
<td>Clerical Help (40 hours @ $28/hour)</td>
<td></td>
<td></td>
<td>$1,400</td>
</tr>
<tr>
<td>Sub Total Personnel</td>
<td></td>
<td></td>
<td>$16,000</td>
</tr>
<tr>
<td>Benefits</td>
<td>% of Salaries</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>23.23%</td>
<td></td>
<td>$3,717</td>
</tr>
<tr>
<td>Sub Total Benefits</td>
<td></td>
<td></td>
<td>$3,717</td>
</tr>
</tbody>
</table>

Agency Name: Riverside Community College
Contract Number: 06-9415 OP
Program Name: ECS Faculty/Staff/Provider Training
Program Cost: $37,165
FIRST 5 RIVERSIDE
Riverside County Children & Families Commission
A public entity funded from Proposition 10 tobacco tax funds

<table>
<thead>
<tr>
<th>Operating Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructional Supplies/Videos</td>
<td>$1,200</td>
</tr>
<tr>
<td>Printing/Copying</td>
<td>$300</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>$1,464</td>
</tr>
<tr>
<td>Speaker Fees</td>
<td>$4,000</td>
</tr>
<tr>
<td>Food</td>
<td>$2,000</td>
</tr>
<tr>
<td>Postage</td>
<td>$300</td>
</tr>
<tr>
<td>Overnight Conference</td>
<td>$8,184</td>
</tr>
<tr>
<td><strong>Sub Total Operating Expenses</strong></td>
<td><strong>$17,488</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Equipment (Under $1000)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sub Total Equipment</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>
**FIRST 5 RIVERSIDE**

Riverside County Children & Families Commission
A public entity funded from Proposition 10 tobacco tax funds

**Agency Name:** Riverside Community College

**Contract Number:** 06-9415 OP

**Program Name:** ECS Faculty/Staff/Provider Training

**Program Cost** $37,165

---

**First 5 Riverside Fiscal Budget Form 2005/2006**

<table>
<thead>
<tr>
<th>Equipment (Over $1000)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub Total Operating Expenses $0

Indirect Expense (not to exceed 10%) Board Approved %

0.00% $0

Sub Total Indirect $0

**First 5 Total Budget** $37,165

---

RCCFC Contract – Investment of Funds
Template approved 05-23-05 – Reso 05-21
ATTACHMENT D:
COMPREHENSIVE TOBACCO CONTROL POLICY

As a material condition of the Contract, the Partner Agency shall agree that the Partner Agency and the Partner Agency's employees, while receiving funding from the Commission:

1. Shall not use/possess tobacco products while using the Partner Agency's property e.g., vehicle, equipment;
2. Shall not sell, offer, or provide tobacco products on Partner Agency's premises;
3. Shall participate in Commission sponsored in-service trainings on tobacco education and cessation and will have tobacco education and cessation materials visibly available and accessible to clients participating in activities funded by the Commission;
4. Shall assure that the Partner Agency and its employees have no current business association or relationship with the tobacco industry, and further agrees to neither accept nor solicit financial contributions, sponsorships, gifts, or services from any tobacco company, executive, or tobacco-related function; and
5. Shall make a reasonable effort to divest of all investments in companies that derive 15% or more of their revenues from tobacco.

The Commission may terminate for default or breach of this Contract and any other Contract the Partner Agency has with the Commission, if the Partner Agency or Partner Agency's employees, are determined by the Executive Director, or designee, not to be in compliance with the conditions set forth herein.
ATTACHMENT E:
RCCFC ATTRIBUTION STANDARDS

"Made possible by funding from First 5 Riverside" or "Funded by First 5 Riverside" or "Echo posible por medio de fondos de Primeros 5 Riverside" or Fondado por Primeros 5 Riverside"

Funded by: Fundado Por:

FIRST 5 PRIMEROS 5
RIVERSIDE RIVERSIDE
Riverside County Children & Families Comision de Niño’s Y Familias del
Commission Condado de Riverside
A public entity funded from Proposition 10 Una entidad publica financiada por los
tobacco tax funds impuestos recaudados de la venta de productos de

tabaco de la Proposiciion 10

Educational Materials

1. Educational materials are items such as brochures, workbooks, posters, videos, curricula, or games. Materials (in print or electronic formats) produced and distributed for Proposition 10 funded programs shall include the appropriate wording.

2. Promotional Materials
   Commission attribution shall be included on promotional items such as flyers, banners and other types of signage. However, acknowledgement may be omitted when space limitation is an issue (e.g., buttons, pencils, pens, etc.)

3. Media Relations
   Attribution to the Commission shall be included in any information distributed to media for the purpose of publicizing a Proposition 10 funded program. This information may include news releases and advisories. Public Service Announcements (PSA’s), television and radio advertisements and calendar/event listings.

4. Logo Usage
   RCCFC’s logo shall be used on materials as related to specific First 5 Riverside funded programs. All graphic standards for logos shall be adhered to. Use of the Riverside County Proposition 10 Commission logo is permitted and encouraged, and can be provided in print or electronic formats. Graphic standards for logos shall be adhered to (please refer to RCCFC graphic standards section of this document). Requests for logo should be forwarded to the Commission Public Relations & Media Specialist.

RCCFC Contract – Investment of Funds
Template approved 05-23-05 – Reso 05-21
Subject: Agreement with Don Hackenberg

Background: Attached for the Board’s review and consideration is a proposed agreement between Riverside Community College District and Don Hackenberg to provide a one-day workshop on “How to get your children to do what you want them to do” on October 19, 2005, at the RCC Digital Library in an amount not to exceed $200.00. Funding source: First 5 Riverside, Riverside County Children and Families Commission.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for October 19, 2005, for an amount not to exceed $200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Irv Hendrick
Dean of Education
AGREEMENT BETWEEN DON HACKENBERG
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into by and between Riverside Community College District and Don Hackenberg (Speaker) on October 19, 2005.

The parties hereto mutually agree as follows:

1. The speaker agrees to present a workshop on “How to get your children to do what you want them to do,” on October 19, 2005.

2. The service outlined in Paragraph 1 will be provided at RCC Digital Library from 6:00-8:00 p.m. The District shall provide the Speaker adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1.

3. The services rendered by the Speaker are subject to review and supervision by the Chancellor and other designated representatives of the District.

4. The term of this agreement shall begin and end October 19, 2005.

5. Payment in consideration of this agreement shall not exceed $200.00 including Speaker fee and mileage charges.

6. Speaker shall hold harmless, indemnify, and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors, or omissions of the Speaker.

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

8. The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

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

______________________________  ______________________________
Don Hackenberg, Speaker   James L. Buysse
Vice Chancellor, Administration & Finance
Riverside Community College
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-4-c Date: October 18, 2005

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

Background: Presented for the Board’s review and consideration is a renewal of the Resolution between Riverside Community College District and the California Department of Education. The District has participated in the California Department of Education Childcare Food Program since the 1980’s. This program allows the district to provide meals for children enrolled in the Child Development Program. The cost of the program is $56,421.00 for the year of which approximately $18,006.00 is reimbursed by the state based on parental income level and the balance of $38,415.00 is paid by the Child Development Fund. This renewal is effective October 1, 2005 through September 30, 2006. Funding source: Child Development Fund and California Department of Education Child and Adult Care Food Program.

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

Recommended Action: It is recommended that the Board of Trustees ratify Resolution No. 5-05/06, effective October 1, 2005 through September 30, 2006, for a total of $56,421.00, the Board President sign the resolution, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Irv Hendrick
Dean of Education
Debbie Whitaker-Meneses
Associate Dean, Early Childhood Studies
Resolution No.5-05/06
Resolution to Participate in
The California Department of Education
2005-2006 Childcare Program

WHEREAS, the Riverside Community College District’s Child Development Center provides meals for children enrolled in the Child Development Program; and
WHEREAS, the California Department of Education reimburses the Riverside Community College District for these meals based on parental income level; and
WHEREAS, participation in the California Department of Education Childcare Food Program insures that all children enrolled at the District’s Child Development Center, regardless of parental income level, are offered meals during their stay at the center;
NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Riverside Community College District hereby authorizes participation in the California Department of Education 2005-2006 Childcare Food Program.

IT IS FURTHER RESOLVED that Dr. James Buysse is designated the authorized representative of the Board of Trustees, and said representative is further authorized to sign documents pertaining to the 2005-2006 Childcare Food Program.

PASSED AND ADOPTED by the Governing Board of the Riverside Community College District at Riverside, California, this 18th day of October 2005 by the following vote:

AYES: _______

NOES: _______

ABSENT: _______

ABSTENTIONS: _______

STATE OF CALIFORNIA )
COUNTY OF RIVERSIDE )

I, Mark Takano, President of the Governing Board of Riverside Community College District, Riverside County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at the regular meeting thereof at the time and place and by vote stated, which resolution is on file and of record in the office of said Board.

----------------------------------------
Mark Takano, President, Board of Trustees
Riverside Community College District
### Section IX - Certifications and Signatures

**Certification**

By our signatures below, we certify that all information and documents submitted with the Annual Update are true and correct. We accept, on behalf of the Agency, final administrative and financial responsibility for all Child and Adult Care Food Program (CACFP) at all sites listed on the Schedule A. Reimbursement will be claimed only for meals served to enrolled participants during the hours they are in attendance at sites approved by the California Department of Education (CDE) for the CACFP. All participants in attendance at approved sites will be offered the same meals at no additional charge with no discriminatory physical segregation or other discrimination because of economic need, race, color, national origin, sex, age or disability. The Agency assures the CED that it will adhere to all of the requirements and responsibilities as agreed to in the Agreement to Participate and will follow all CDE and United States Department of Agriculture (USDA) policies and guidance. We understand that information being given on this Annual Update is in connection with the receipt of federal funds and that a deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statues and placement of all responsible Principals and the Agency on the USDA’s National Disqualified List.

<table>
<thead>
<tr>
<th>Signature of Executive Director</th>
<th>Print or Type Name of Executive Director</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Buysse, Vice Chancellor Admin. &amp; Finance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Birth of Executive Director (Required)</th>
<th>Complete Mailing Address of Executive Director (Required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 9, 1946</td>
<td>Riverside Community College, 4800 Magnolia Avenue Riverside, California 92506</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Board Chair</th>
<th>Print or Type Name of Board Chair</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Birth of Board Chair (Required)</th>
<th>Complete Mailing Address of Board Chair (Required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**CDE Use Only**

<table>
<thead>
<tr>
<th>Reviewed and Recommended for Approval By (Signature)</th>
<th>Nutrition Services Representative (Print Name)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Approved By (Signature)</th>
<th>Manager, Nutrition Services Division (Print Name)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Reference: US. Department of Agriculture, Catalogue of Federal Domestic Assistance (CFDA) Title Child and Adult Care Food Program, listed as No. 10.558.
SECTION VII - ACCOUNTABILITY INFORMATION -
PRIVATE, NONPROFIT, AND PROPRIETARY AGENCIES ONLY
Identify the principals who have the final responsibility for the administrative and financial actions of the agency by completing the information below. Private, nonprofit agencies: Complete the following list of your governing board of directors. IDENTIFY THE BOARD CHAIR, VICE-CHAIR, TREASURER, AND SECRETARY.• Proprietary agencies: Complete the following list of your agency's principals, owners, and/or board members. (Attach additional pages, if necessary.)

RIVERSIDE COMMUNITY COLLEGE IS A PUBLICLY FUNDED EDUCATIONAL INSTITUTION RATHER THAN A PRIVATE, NON-PROFIT AND PROPRIETARY AGENCY. THEREFORE, LISTING THE BOARD OF TRUSTEES OF RIVERSIDE COMMUNITY COLLEGE IS NOT NEEDED FOR THIS CONTRACT AS DESCRIBED BY SECTION VII ABOVE.

<table>
<thead>
<tr>
<th></th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Projected Costs:</strong> All estimated program Costs, October 1, 2005 - September 30, 2006.</td>
<td></td>
</tr>
<tr>
<td>Administrative Labor and Taxes</td>
<td></td>
</tr>
<tr>
<td>Administrative Benefits</td>
<td></td>
</tr>
<tr>
<td>Other (describe)</td>
<td></td>
</tr>
<tr>
<td>Total Estimated Administrative Costs Charged to the CACFP</td>
<td>0</td>
</tr>
</tbody>
</table>

List the estimated administrative costs charged to other income sources. Administrative costs include eligibility determinations, claims preparation, monitoring, and training. (NOTE: These costs have no limitation.)

<table>
<thead>
<tr>
<th></th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Labor and Taxes</td>
<td>27,374.00</td>
</tr>
<tr>
<td>Administrative Benefits</td>
<td>2,964.00</td>
</tr>
<tr>
<td>Other (describe)</td>
<td>0</td>
</tr>
<tr>
<td>Total Estimated Administrative Costs Charged to Other Income Sources</td>
<td>30,338.00</td>
</tr>
</tbody>
</table>

List estimated operating costs charged to the CACFP and other income sources.

<table>
<thead>
<tr>
<th></th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Costs (Self-Prep or Vended)</td>
<td>19,000.00</td>
</tr>
<tr>
<td>Food Service Supplies</td>
<td>2,000.00</td>
</tr>
<tr>
<td>Food Service Labor and Related Taxes</td>
<td>5,083.00</td>
</tr>
<tr>
<td>Benefits</td>
<td>N/A</td>
</tr>
<tr>
<td>Equipment</td>
<td>N/A</td>
</tr>
<tr>
<td>Other (describe)</td>
<td>0</td>
</tr>
<tr>
<td>Other (describe)</td>
<td>0</td>
</tr>
<tr>
<td>Total Estimated Operating Costs</td>
<td>26,083.00</td>
</tr>
</tbody>
</table>

*TOTAL ADMINISTRATIVE AND OPERATING COSTS $ 56,421.00

Projected Income: All estimated income to support your CACFP costs

<table>
<thead>
<tr>
<th></th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimate your CACFP reimbursement for Oct. 1, 2005 - Sept. 30, 2006.</td>
<td>13,000.00</td>
</tr>
<tr>
<td>List and describe any other sources of income that will be used to cover your CACFP costs that are not covered by your CACFP reimbursement. (For example: - general funds, head start, tuition, donations, client fees.)</td>
<td></td>
</tr>
<tr>
<td>Other Income (describe) Parent Tuition</td>
<td>38,415.00</td>
</tr>
<tr>
<td>Other Income (describe) State Bail Out Funds</td>
<td>5,006.00</td>
</tr>
</tbody>
</table>

*GRAND TOTAL OF ALL INCOME AVAILABLE TO OPERATE YOUR CACFP $ 56,421.00

*NOTE: These two items need to be the same.
FEDERAL FUNDING INFORMATION

A. Catalogue of Federal Domestic Assistance (CFDA)
Title: Child and Adult Care Food Program
B. CFDA Number: 10.558
C. Name of Federal Agency: United States Department of Agriculture (USDA)
7 CFR, Parts 3016, 3019, and 3052 (as applicable)
7 CFR, Parts 15, 15a, and 15b
42 United States Code (USC) 1758, 1759a, 1762a, 1765, and 1766 (Richard B. Russell, National School Lunch Act, as Amended)
7 USC 1431 and 1446a-1 (Agriculture Act and Food and Agriculture Act of 1965)
Title VI of the Civil Rights Act of 1964
Title IX of the Education Amendments of 1972
Age Discrimination Act of 1975
Public Law 93-579, Section 7
Public Law 108-265, Section 119
Office of Management and Budget Circulars A-87, A-122, and A-133 (as applicable)
E. Other Federal References: 48 CFR, Part 31E.
Public Law 106-554, Consolidated Appropriation Act, 2001
F. Applicable State Laws and References:
California Education Code
California Health and Safety Codes
For Purposes of Compliance with the Office of Management and Budget Circular A-133 Compliance Supplement, the "State Laws and Procedures Applicable to Sub recipients" of the California Department of Education are those State Laws and Procedures applicable to State Agencies.

ON BEHALF OF THE AGENCY:
I accept, on behalf of the Agency, final administrative and financial responsibility for all CACFP operations at each of the sites listed on the Schedule A. Reimbursement will be claimed only for meals served to enrolled participants during the hours they are in attendance at sites approved by the Department for the CACFP. All participants in attendance at approved sites will be offered the same meals at no additional charge with no discriminatory physical segregation or other discrimination because of economic need, race, color, national origin, sex, age, or disability. The Agency assures the Department that it will adhere to all of the requirements and responsibilities as agreed to in the Agreement to Participate and will follow all Department and USDA policies and guidance. I know that information being given in this Agreement to Participate is in connection with the receipt of federal funds and that a deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statues, and placement of all responsible Principals and our Agency on the USDA’s National Disqualified List.

SIGNATURE OF AUTHORIZED REPRESENTATIVE
Dr. James Buysse
Vice Chancellor, Administration & Finance

NAME AND TITLE (PRINT)
DATE

ON BEHALF OF THE DEPARTMENT:
For the State of California, Department of Education, Nutrition Services Division:

MANAGER
DATE
B. Review or monitor each site at least three times per year, with the first review to occur within the four weeks of CACFP operation at all new sites and no more than six months to elapse between reviews. The Agency may use review averaging (an average of three site reviews per year) to meet this requirement. The reviews shall be conducted to complete an assessment of each site's compliance with the CACFP requirements, perform a reconciliation of meal counts over a five-day period, and assess whether a site has corrected problems noted on the previous review(s).

C. Ensure that at least two of the three required annual reviews are unannounced and at least one of the unannounced reviews is during a meal service.

D. Train key site staff in CACFP duties and responsibilities before beginning CACFP operations and at least once annually thereafter.

E. Employ the equivalent of one full-time staff person for each 25 to 150 sponsored sites. (Agencies with less than 25 sites are exempt from this requirement.)

4. Contracting for Meals (if applicable):
   A. Comply with the bid and contractual requirements of 7 CFR Parts 226.21, 226.22, and 7 CFR Part 3016 or 3019 (as applicable) if it contracts with a food service management company and ensure that the company complies with the meal pattern requirements (Schedule B) and maintains menu records and food purchase records in accordance with applicable CACFP guidelines; or
   B. Ensure that the food service contract contains the provisions specified in 7 CFR Part 226.20 if it contracts with a school food service.

THE DEPARTMENT AND THE AGENCY MUTUALLY AGREE THAT:

1. The Application, the Management Plan, and the Schedules A, B, and C are a part of this Agreement and represent the Agency's approved participation in the CACFP for the duration of this Agreement.

2. The Agency may request, in writing, changes to the Agreement or its parts (i.e., Management Plan, Schedules A, B, C, etc.) in accordance with procedures established by the Department.

3. The Department may use an audit, investigation, or administrative review as evidence that the Agency or its food service management company has failed to comply with this Agreement. These findings may be used as a basis for the nonpayment of claims for reimbursement, recovery of payments made to the Agency, and/or termination from the CACFP through the serious deficiency process.

4. The Agency may terminate this agreement within ten days written notice to the Department in accordance with applicable laws and regulations. No termination of this agreement shall affect the obligation of the Agency to retain records and to make such records available for audit or relieve the Agency of the obligation to repay any funds owed the Department.

5. The Department may terminate this agreement in accordance with applicable laws and regulations. No termination of this agreement shall affect the obligation of the Agency to retain records and to make such records available for audit or relieve the Agency of the obligation to repay any funds owed the Department.

This Agreement is effective on the date indicated on page one and continues contingent upon the availability of federal funds or may be terminated as provided for in the Agreement. Reimbursement may commence on the beginning date of this Agreement and continue only if the Agency operates in full compliance with all CACFP requirements.
**CALIFORNIA DEPARTMENT OF EDUCATION NUTRITION SERVICES DIVISION**

**CHILD AND ADULT CARE FOOD PROGRAM**

**2005-06 ANNUAL UPDATE - CENTER SPONSORS**

**NSD 2055-S PAGE 1**

## SECTION I - AGENCY INFORMATION

NOTE: Internal Revenue Service documentation is required for agency name and/or address changes for private, nonprofit, and proprietary (for-profit) agencies. Public agencies must submit notification of name and/or address changes on agency letterhead.

<table>
<thead>
<tr>
<th>CURRENT INFORMATION ON FILE</th>
<th>REPORT CHANGES TO CURRENT INFORMATION HERE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LEGAL NAME OF AGENCY</strong></td>
<td><strong>LEGAL NAME OF AGENCY</strong></td>
</tr>
<tr>
<td>RIVERSIDE COMMUNITY COLLEGE DISTRICT</td>
<td>EARLY CHILDHOOD EDUCATION</td>
</tr>
<tr>
<td><strong>LEGAL MAILING ADDRESS</strong></td>
<td><strong>LEGAL MAILING ADDRESS</strong></td>
</tr>
<tr>
<td>4800 Magnolia Avenue</td>
<td></td>
</tr>
<tr>
<td><strong>CITY</strong></td>
<td><strong>CITY</strong></td>
</tr>
<tr>
<td>Riverside</td>
<td></td>
</tr>
<tr>
<td><strong>ZIP CODE + 4 CITY COUNTY #</strong></td>
<td><strong>ZIP CODE + 4 CITY COUNTY #</strong></td>
</tr>
<tr>
<td>Riverside 33 92506-1293</td>
<td></td>
</tr>
<tr>
<td><strong>AUTHORIZED REPRESENTATIVE</strong></td>
<td><strong>AUTHORIZED REPRESENTATIVE</strong></td>
</tr>
<tr>
<td>JoAnn Storar</td>
<td></td>
</tr>
<tr>
<td><strong>TELEPHONE NUMBER</strong></td>
<td><strong>FAX NUMBER</strong></td>
</tr>
<tr>
<td>(951) 739-0068</td>
<td>(951) 739-0243</td>
</tr>
<tr>
<td><strong>LEGAL STATUS</strong></td>
<td><strong>FEDERAL IDENTIFICATION NUMBER</strong></td>
</tr>
<tr>
<td>Public</td>
<td>33-0831357</td>
</tr>
<tr>
<td><strong>AGENCY E-MAIL ADDRESS:</strong></td>
<td><strong>AGENCY E-MAIL ADDRESS:</strong></td>
</tr>
<tr>
<td><a href="mailto:Joann.Storar@rcc.edu">Joann.Storar@rcc.edu</a></td>
<td><a href="mailto:Debbie.Whitaker@rcc.edu">Debbie.Whitaker@rcc.edu</a></td>
</tr>
</tbody>
</table>

**SECTION 11 - PROPRIETARY (FOR-PROFIT) CENTERS ONLY**

Proprietary Child Care Centers: The sites must qualify to participate in the Child and Adult Care Food Program (CACFP) on a monthly basis according to one of the options listed below. Indicate the option or options and the number of participating sites. (Note that each license is considered a site.)

- [□] 25% of enrolled or licensed capacity (lesser of) is free and reduced price eligible.
  Number of sites __________ and/or

- [□] 25% of enrolled or licensed capacity (lesser of) receives partially subsidized childcare.
  Number of sites __________

Proprietary Adult Care Centers: The sites must qualify to participate in the CACFP on a monthly basis according to the method listed below. Check the box below and indicate the number of participating sites.

- [□] 25% of enrolled adults' care is paid through Title XIX or Title XX.
  Number of sites __________
LEGAL NAME OF AGENCY: Riverside Community College
COUNTY: Riverside
STREET ADDRESS: 4800 Magnolia Avenue
CITY: Riverside
ZIP CODE: 92506

THIS AGREEMENT IS MADE AND ENTERED INTO:
In order to carry out the purpose of Section 17 of the National School Lunch Act as amended and the Regulations governing the Child and Adult Care Food Program (CACFP) issued hereunder Title 7, Code of Federal Regulations, Part 226 (7 CFR Part 226), the California Department of Education (hereinafter referred to as the Department) and the Agency (whose name and address appear above) agree to comply with 7 CFR Part 226, and all requirements developed pursuant to and imposed by these regulations which incorporate the Management Plan, Schedule A, Schedule B, and Schedule C by reference. In administering the CACFP in child or adult care centers (hereinafter referred to as sites), the Agency assures the Department it will adhere to all the requirements in the Agreement and to all policies and guidance issued by the Department and the United States Department of Agriculture (USDA).

THE DEPARTMENT AGREES TO:
1. Reimburse the Agency for the number of meals served to enrolled children or enrolled eligible adults at the sites approved by the Department as listed on the Schedule A according to the appropriate rate of reimbursement for each meal type. At the Agency's option, the Department will either:
   Reimburse the Agency according to the total daily counts of meals by type whereby the free, reduced-price, and base claiming percentages derived from the eligible free, reduced-price, and base children or adults are multiplied by the total daily counts of meals served. These figures are multiplied by the appropriate rates of reimbursement for each meal type and eligibility category; or
   Reimburse the Agency according to the actual daily counts of meals by type served whereby the actual counts of meals served to eligible free, reduced-price, and base children or adults are multiplied by the appropriate rates of reimbursement for each meal type and eligibility category.
2. Notify the Agency of any changes in CACFP requirements.
3. Provide the Agency with annual information to update and/or renew CACFP participation.
4. Provide technical and supervisory assistance to the Agency.
5. Review a newly participating Agency with five or more sites within the first 90 days of CACFP operation.
6. Review the Agency for CACFP compliance at least once every three years. Appointments are usually made for reviews or visits, but may be unannounced.
7. Notify the Agency of any serious deficiencies, whereby the Agency will have the opportunity to correct the deficiencies. If the Agency's corrective action is unacceptable and results in the Department's intent to terminate the Agency's participation in the CACFP, the Agency will be notified of their appeal rights.
CHILD AND ADULT CARE FOOD PROGRAM
AGREEMENT TO PARTICIPATE - CENTER SPONSORS
NSD 2050A (REV. 07/05) PAGE 2

THE AGENCY AGREES TO:

GENERAL PROVISIONS

1. Operate a nonprofit food service whereby the director or any of its board members do not profit from self-dealing transactions with any agency in which he/she has a financial interest.
2. Notify the Department of any self-dealing transactions. Self-dealing transactions between a director and the agency on which the director serves as a board member are inherently suspect.
3. Administer the CACFP from an ongoing office site located within the state of California and staffed by permanent administrative personnel during normal business hours.
4. Comply with and meet all requirements in 7 CFR Part 226, the CACFP Regulations, the Agreement with the Department, and all Departmental and USDA guidance provided.
5. Issue a nondiscrimination statement on all CACFP materials and display the USDA civil rights poster.
6. Issue an annual public media release.
7. Comply with the CACFP Audit Rule, 7 CFR Part 226.8(a) (b) (c) and (d), and the Department's policy and guidance.
8. Not contract with a third party for the management of the CACFP.
9. Submit an annual administrative budget to the Department.
10. Purchase CACFP food, supplies, equipment, and other goods and services in accordance with the procurement standards and instructions set forth in 7 CFR Part 226.22.
11. Employ an adequate number of management and operational personnel to effectively manage the CACFP at its sites.
12. Use interest earned from an interest-bearing account for the enhancement of the CACFP and maintains proper documentation proving its use, or returns it to the Department upon demand.
13. Remit to the Department all monies owed when:
   A. The Agency's Agreement is canceled; or
   B. Demand is made by the Department and all appeals have been exhausted.
14. Remit to the Department reimbursement for meals disallowed during an audit or administrative review, including the portion retained by the Agency for administration.
15. Provide access to all approved sites listed on the Schedule A and make available all accounts and records pertaining to the CACFP to representatives of the Department, the USDA, the United States General Accounting Office, and other authorized agencies through either announced or unannounced reviews during normal hours of operation. During any such reviews, the representatives of the above-cited agencies will show photo identification that demonstrates they are employees of one of the agencies.
16. Provide written notification to all its sites that they are required to comply with Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794).
17. Attend mandatory training provided by the Department.
18. Annually certify compliance with the terms and conditions set forth in the Schedule C.
**SECTION III - MEDIA RELEASE**

Attach a copy of the last Public Media Release announcement that you sent to media agencies.

List, the media agencies, and the dates that you issued the announcement. (Please note that your submission of the Public Media Release to a media agency fulfills the requirement for issuing the Media Release)

<table>
<thead>
<tr>
<th>NAME OF MEDIA AGENCY</th>
<th>DATE SENT TO MEDIA AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Press Enterprise Riverside</td>
<td>July 1, 2005</td>
</tr>
</tbody>
</table>

**SECTION IV – AMENDMENTS**

A. Amendments to the Management Plan

Does your agency need to make any amendments to the Management Plan you previously submitted: Yes ☐ No ☑

If Yes, attach the amendments on separate pages.

B. Nondiscrimination Statement

Do you use the USDA nondiscrimination statement on all food program Yes ☑ No ☐

If No, please attach a copy of your current nondiscrimination statement.

**SECTION V - FINANCIAL INFORMATION**

A. Verification of Program Administrative Costs Charged to the CACFP - 15% Limitation.

Did your agency charge administrative costs to the program for 2004-05? Yes ☐ No ☑

If Yes, answer the following:

- Program reimbursement received for 2004-05: (a) ____________
- Total administrative costs charged to CACFP for 2004-05: (b) ____________
- Percentage of costs to reimbursement: (c) ____________

\[(b) \pm (a) = (c)\]
Press Release

Riverside Community College Children's Program provides an educational program for infants and children ages six weeks to five years. Our program is open to families of students and staff of Riverside Community College, as well as the general public. Riverside Community College announces sponsorship of the Child and Adult Care Food Program (CACFP).

The United States Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status. Persons with disabilities who require alternate means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA’s TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 3326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

Cc: The Press-Enterprise
    R.C.C. Student Services
## Meal Pattern for Infants

<table>
<thead>
<tr>
<th>Time</th>
<th>Age Group</th>
<th>Meal Components</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Breakfast</strong></td>
<td>Birth through 3 months</td>
<td>4 to 6 fl. oz. breastmilk (1,2,3) or formula (1,4)</td>
</tr>
<tr>
<td></td>
<td>Ages four through 7 months</td>
<td>4 to 8 fl. oz. breast milk (1,2,3) or formula (1,4)</td>
</tr>
<tr>
<td></td>
<td>Ages eight through 11 months</td>
<td>6 to 8 fl. oz. breast milk (1,2,3) or formula (1,4)</td>
</tr>
<tr>
<td><strong>Lunch or Supper</strong></td>
<td>Birth through 3 months</td>
<td>4 to 6 fl. oz. breastmilk (1,2,3) or formula (1,4)</td>
</tr>
<tr>
<td></td>
<td>Ages four through 7 months</td>
<td>4 to 8 fl. oz. breast milk (1,2,3) or formula (1,4)</td>
</tr>
<tr>
<td></td>
<td>Ages eight through 11 months</td>
<td>6 to 8 fl. oz. breast milk (1,2,3) or formula (1,4)</td>
</tr>
<tr>
<td><strong>AM or PM Snack</strong></td>
<td>Birth through 3 months</td>
<td>4 to 6 fl. oz. breastmilk (1,2,3) or formula (1,4)</td>
</tr>
<tr>
<td></td>
<td>Ages four through 7 months</td>
<td>4 to 6 fl. oz. breast milk (1,2,3) or formula (1,4)</td>
</tr>
<tr>
<td></td>
<td>Ages eight through 11 months</td>
<td>2 to 4 fl. oz. breast milk (1,2,3) or formula (1,4)</td>
</tr>
</tbody>
</table>

1. Breast milk or formula, or portions of both, may be served; however, it is recommended that breast milk be served in place of formula from birth through 11 months.
2. For some breastfed infants who regularly consume less than the minimum amount of breast milk per feeding, a serving of less than the minimum amount of breast milk may be offered, with additional breast milk offered if the infant is still hungry.
3. Only the infant's mother can provide breast milk.
4. Infant formula and dry infant cereal must be iron fortified.
5. A serving of this component is required only when the infant is developmentally ready to accept it.
6. Fruit juice must be full strength (100% juice) and offered from a cup, not a bottle, to prevent tooth decay.
7. Must be made from whole grain or enriched meal or flour.

### Certification

I hereby certify that the agency will comply with all meal requirements set forth in the federal regulations (7 CFR PART 226.20) and outlined in the schedule B (NSD 2050B). I understand that any meal served that does not meet these requirements claimed for reimbursement under the CACFP.

<table>
<thead>
<tr>
<th>Signature of Authorized Representative</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. James Buysse</td>
<td>Vice Chancellor, Admin. &amp; Finance</td>
<td></td>
</tr>
</tbody>
</table>

### Agency Information

**Agency Name:** Riverside Community College  
**Agency Address:** 4800 Magnolia Avenue, Riverside, CA 92506
# Childhood and Adult Care Food Program

**Vendor #: 6722-00**  
**Agreement #: 33-1494-3 A**

## Meal Pattern for Older Children

### California Department of Education Nutrition Services Division  
**Child and Adult Care Food Program**  
(REV. 07/05)

### Measured Nutrient Content

#### Ages One Through Two Years

<table>
<thead>
<tr>
<th>Breakfast</th>
<th>Ages One Through Two Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk, Fluid</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>Vegetable, Fruit or Full-Strength (100%) Juice</td>
<td>1/4 cup</td>
</tr>
<tr>
<td>Grains/Bread (Whole Grain or Enriched): Bread</td>
<td>1/2 slice</td>
</tr>
<tr>
<td>Or Rolls, Muffins, Etc.</td>
<td>1/2 serving</td>
</tr>
<tr>
<td>Or Cereal, Pasta, Noodle Products, or Cereal Grains</td>
<td>1/4 cup</td>
</tr>
</tbody>
</table>

#### Ages Three Through Five Years

<table>
<thead>
<tr>
<th>Lunch or Supper</th>
<th>Ages Three Through Five Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk, Fluid</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>Vegetable, Fruit or Full-Strength (100%) Juice</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>Grains/Bread (Whole Grain or Enriched): Bread</td>
<td>1/2 slice</td>
</tr>
<tr>
<td>Or Rolls, Muffins, Etc.</td>
<td>1/2 serving</td>
</tr>
<tr>
<td>Or Cereal, Pasta, Noodle Products, or Cereal Grains</td>
<td>1/4 cup</td>
</tr>
</tbody>
</table>

#### Ages Six Through Twelve Years

<table>
<thead>
<tr>
<th>Meal Pattern</th>
<th>Ages Six Through Twelve Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lunch or Supper</td>
<td>1 cup</td>
</tr>
<tr>
<td>Milk, Fluid</td>
<td>1 cup</td>
</tr>
<tr>
<td>Vegetable, Fruit or Full-Strength (100%) Juice</td>
<td>3/4 cup</td>
</tr>
<tr>
<td>Grains/Bread (Whole Grain or Enriched): Bread</td>
<td>1 slice</td>
</tr>
<tr>
<td>Or Rolls, Muffins, Etc.</td>
<td>1 serving</td>
</tr>
<tr>
<td>Or Cereal, Pasta, Noodle Products, or Cereal Grains</td>
<td>1/2 cup</td>
</tr>
</tbody>
</table>

#### Meat Alternates

<table>
<thead>
<tr>
<th>Meal Pattern</th>
<th>Ages Six Through Twelve Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Lunch or Supper</td>
<td>1/2 oz.</td>
</tr>
<tr>
<td>or Supper</td>
<td>1 1/2 oz.</td>
</tr>
<tr>
<td>or Supper</td>
<td>2 oz.</td>
</tr>
</tbody>
</table>

#### Lunch or Supper

<table>
<thead>
<tr>
<th>Meat Alternates</th>
<th>Ages Six Through Twelve Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lean Meat, Fish, or Poultry (Edible Portion as Served)</td>
<td>1/8 cup</td>
</tr>
<tr>
<td>Or Cheese (Natural or Processed)</td>
<td>1/2 oz.</td>
</tr>
<tr>
<td>Or Cottage Cheese, Cheese Spread Substitute</td>
<td>1/4 cup or 2 oz.</td>
</tr>
<tr>
<td>Or Egg (Large)</td>
<td>1/8 cup</td>
</tr>
<tr>
<td>Or Yogurt, Plain or Flavored, Unsweetened or Sweetened</td>
<td>1/4 cup or 2 oz.</td>
</tr>
<tr>
<td>Or Cooked Dried Beans or Dried Peas</td>
<td>1/8 cup</td>
</tr>
<tr>
<td>Or Peanut Butter, Reduced-Fat Peanut Butter, Soy Nut Butter, or Other Nut or Seed Butters</td>
<td>1/2 oz.</td>
</tr>
<tr>
<td>Or Peanuts, Soy Nuts, Tree Nuts, Roasted Peas, or Seeds</td>
<td>1 oz.</td>
</tr>
</tbody>
</table>

---

**Note:** Any combination of the above meat alternates may be used.

**Note:** Breakfast supplements may be served at any time. Lunch or Supper supplements may be served at any time between 9:00 a.m. and 3:00 p.m.

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**Note:** Nutritional requirements for this program are based on the U.S. RDA's (Recommended Daily Allowances) for older children and the 1995 Food and Nutrition Board standards for whole grains.

---

**Note:** This program is funded through the Child and Adult Care Food Program (CACFP) and is administered by the California Department of Education, Nutrition Services Division.
* DRIED BEANS OR DRIED PEAS MAY BE USED AS A MEAT ALTERNATE OR AS A VEGETABLE COMPONENT, BUT CANNOT BE COUNTED AS BOTH COMPONENTS IN THE SAME MEAL

** NO MORE THAN 50 PERCENT OF THE REQUIREMENT SHALL BE MET WITH NUTS OR SEEDS. NUTS OR SEEDS SHALL BE COMBINED WITH ANOTHER MEAT/MEAT ALTERNATE TO FULFILL THE REQUIREMENT. TO DETERMINE COMBINATIONS, 1 OZ. OF NUTS OR SEEDS IS EQUAL TO 1 OZ. OF COOKED LEAN MEAT, POULTRY, OR FISH. ROASTED PEAS CAN COUNT AS A MEAT ALTERNATE OR VEGETABLE COMPONENT, BUT CANNOT BE COUNTED AS BOTH IN THE SME MEAL.

*** JUICE CANNOT BE SERVED WHEN MILK IS SERVED AS THE ONLY OTHER COMPONENT.

**** IF YOGURT IS USED AS THE MEAT ALTERNATE COMPONENT IN SUPPLEMENTS, MILK CANNOT BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT. COMMERCIALLY ADDED FRUIT OR NUTS IN FLAVORED YOGURT CANNOT BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT IN SUPPLEMENTS.
SECTION VI – TRAINING
Did you provide key staff, from all sites, with annual mandatory training (appropriate to the level of staff experience and duties) on CACFP meal patterns, meal counts, claims submission and review procedures, record-keeping requirements, and the reimbursement system? Yes X No □
Did you ensure key staff attended the annual mandatory training you provided? Yes ☒ No □
Did you ensure appropriate staff attended mandatory training provided by the CDE? Yes ☒ No □

SECTION VII - ADMINISTRATIVE INFORMATION
Complete the following CACFP Organization Staffing Pattern: (Attach additional pages if needed.)

<table>
<thead>
<tr>
<th>ADMINISTRATIVE LABOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>CACFP DUTIES</td>
</tr>
<tr>
<td>Overall CACFP management</td>
</tr>
<tr>
<td>Maintenance of financial records</td>
</tr>
<tr>
<td>Collection of enrollment documents</td>
</tr>
<tr>
<td>Collection &amp; certification of eligibility</td>
</tr>
<tr>
<td>Record consolidation/claim preparation</td>
</tr>
<tr>
<td>Monitoring</td>
</tr>
<tr>
<td>Training</td>
</tr>
<tr>
<td>Civil Right Coordinator</td>
</tr>
<tr>
<td>Other (describe)</td>
</tr>
</tbody>
</table>

OPERATING LABOR [attach separate page(s) if more than 2 sites]

<table>
<thead>
<tr>
<th>SPECIFIC CACFP DUTIES</th>
<th>STAFF NAME AT SITE 1</th>
<th>STAFF NAME AT SITE 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance of daily attendance</td>
<td>Lynne Vazquez</td>
<td>Judi Grimes</td>
</tr>
<tr>
<td>Menu planning</td>
<td>Jo Ann Storar</td>
<td>Judi Grimes</td>
</tr>
<tr>
<td>Menu Production Records</td>
<td>JoAnn Storar</td>
<td>Judi Grimes</td>
</tr>
<tr>
<td>Collection of meal transport records</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Kitchen operations (purchasing &amp; preparing or receiving meals)</td>
<td>Sandy Henes</td>
<td>Judi Grimes</td>
</tr>
<tr>
<td>Recording meal counts during meal service</td>
<td>Pre-school Staff</td>
<td>Pre-school Staff</td>
</tr>
<tr>
<td>Other (describe)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPECIFIC CACFP DUTIES</td>
<td>STAFF NAME AT SITE 3</td>
<td>STAFF NAME AT SITE 4</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>----------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Maintenance of daily attendance</td>
<td>Jo Ann Storar</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Menu planning</td>
<td>JoAnn Storar</td>
<td></td>
</tr>
<tr>
<td>Menu Production Records</td>
<td>JoAnn Storar</td>
<td></td>
</tr>
<tr>
<td>Collection of meal transport records</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Kitchen operations (purchasing &amp; preparing or receiving meals)</td>
<td>JoAnn Storar</td>
<td></td>
</tr>
<tr>
<td>Recording meal counts during meal service</td>
<td>Preschool Staff</td>
<td></td>
</tr>
</tbody>
</table>
Subject: Agreement with David Hunt

Background: Attached for the Board’s review and consideration is an agreement between Riverside Community College District and David Hunt. Mr. Hunt will collaborate with full-time faculty and grant advisors to form an Industry Advisory council and participate on said council, develop a manufacturing strategic plan for the District, be a liaison to area high schools regarding RCCD’s manufacturing and engineering technology programs and collaborate on a Summer Innovation Institute. The term of the agreement is October 19, 2005 through September 30, 2006. The Center for Applied Competitive Technologies (CACT) will facilitate all aspects of the performance and required documentation. Total expenses will not exceed $10,000.00. Funding source: Advanced Technology Education/National Science Foundation (ATE/NSF) Grant.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through September 30, 2006, for an amount not to exceed $10,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: John Tillquist
Dean, Business, Information Systems and Economic Development
Henry (Hank) Rogers
Director, Center for Applied Competitive Technologies
Independent Contractor Agreement  
Between Riverside Community College District  
And David Hunt

This Agreement, entered into this October 19, 2005, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and David Hunt, whose address is 42294 Thorton Avenue, Hemet, CA 92544, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning October 19, 2005, and will continue in effect until September 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

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

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

4.03 Workers' Compensation. Contractor agrees to provide workers' compensation insurance and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.

4.04 Indemnification and Hold Harmless. Contractor shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Contractor, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Contractor’s employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Contractor shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by RCCD), RCCD, its officers, agents, employees and independent contractors, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold RCCD free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

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

ARTICLE V. OBLIGATIONS OF CLIENT

5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

5.02 Use of Project Deliverables. All project deliverables become the property of the Client upon termination of this Agreement, and as such may be used at will by the Client at any or all of its sites, for purposes determined by the Client.

5.03 ADA/FEHA. The Contractor recognizes that as a federal and state government contractor or subcontractor, RCCD is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Contractor agrees that, as a government subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and
742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Contractor, as a government subcontractor, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE VI. TERMINATION OF AGREEMENT

6.01 Termination Upon Notice. Notwithstanding any other provision of this Agreement, either party hereto may terminate the sections of this Agreement at any time upon 30 days written notice to the other.

ARTICLE VII. GENERAL PROVISIONS

7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf
of any party, which are not embodied herein, and that no other agreement, statement or
promise not contained in this Agreement shall be valid or binding. Any modification of
this Agreement will be effective only if it is in writing, signed by the party to be charged.

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

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

7.04 Intellectual Property. All intellectual property, including but not limited to, any material
subject to copyright or patent, or any other intellectual product developed pursuant to or
under this Agreement, shall be the property of RCCD.
EXHIBIT A - SCOPE OF SERVICES, DELIVERABLES AND COMPENSATION
<table>
<thead>
<tr>
<th>1. Industry Advisory Council</th>
<th>Date of Deliverable</th>
<th>Criteria for Payment/Deliverable</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Collaborate with George Bonnand and Paul VanHulle to form an Industry Advisory Council for the CACT / RCCD Manufacturing Program</td>
<td>By 12/15/05</td>
<td>• Accomplished meeting</td>
<td>$500</td>
</tr>
<tr>
<td>• Sell industry partners on the idea of sponsoring interns and permitting field trips</td>
<td>By 2/15/06</td>
<td>• At least 5 Industry commitments</td>
<td>$500</td>
</tr>
<tr>
<td>• Participate in regular industry advisory council meetings on a quarterly basis</td>
<td>Ongoing</td>
<td>• Ongoing participation</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. RCCD Manufacturing Strategic Plan</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Collaborate with George Bonnand and Paul VanHulle to develop a detailed strategic plan for the district (i.e. what needs to be done, when, SWOT Analysis)</td>
<td>12/9/05</td>
<td>• Hardcopy and electronic copy of detailed strategic plan</td>
<td>$1,000</td>
</tr>
<tr>
<td>o Identify courses that need to be developed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Identify courses that should be dropped from catalogue</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Identify equipment that should be purchased</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. High School and ROP Outreach</td>
<td>Date of Deliverable</td>
<td>Criteria for Payment/Deliverable</td>
<td>Payment</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>---------------------</td>
<td>----------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>• Line up appointments for Paul VanHulle to speak to high school and ROP classes regarding RCCD’s Manufacturing and Engineering Technology programs.</td>
<td>By academic term</td>
<td>Two during remainder of Fall session 05</td>
<td>$250</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Two during Winter session 06</td>
<td>$250</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Four during Spring session 06</td>
<td>$250</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Four during Fall session 06</td>
<td>$250</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 hours per week from 10/19/05 to 10/31/06 @ $50 / hour (50 weeks)</td>
<td>$5,000</td>
</tr>
<tr>
<td>• Market RCCD’s Manufacturing and Engineering Technology programs</td>
<td>Ongoing</td>
<td>Successful Summer Innovation Institute in Summer 06</td>
<td>$1,000</td>
</tr>
<tr>
<td>o Make RCCD marketing material regarding RCCD’s Manufacturing and Engineering Technology programs available in high school and ROP classrooms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Counsel students regarding RCCD’s manufacturing programs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Present to classes on RCCD’s Manufacturing and Engineering Tech programs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Recruit middle school and high school students for the Summer Innovation Institute</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Summer Innovation Institute Development</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Collaborate with Paul VanHulle to develop the Summer Institute</td>
<td>Ongoing</td>
<td>Successful Summer Innovation Institute in Summer 06</td>
<td>$1,000</td>
</tr>
<tr>
<td>o Suggest topics, exercises, and curriculum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Paul VanHulle to have overall lead on effort</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Subject: Agreement with the City of Moreno Valley

Background: Attached for the Board’s review and consideration is an agreement between Riverside Community College District and the City of Moreno Valley. The District will provide training services related to the Leadership Academy. The term of the agreement is August 9, 2005 through June 30, 2006. Customized Solutions for Business and Industry will facilitate all aspects of the performance and required documentation. Funding source: No cost to the District.

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director Administrative Services. The activities outlined in the agreement are considered low risk in nature.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from August 9, 2005 through June 30, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: John Tillquist
Dean, Business, Information Systems and Economic Development
Linda Reifschneider
Director, Customized Solutions for Business and Industry
RIVERSIDE COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES AGREEMENT

This agreement is entered into this 9th day of August, 2005, between Riverside Community College District, hereinafter referred to as "District," and the City of Moreno Valley hereinafter referred to as "Contractor".

1. The District shall provide the course(s) and services as specified in the attached Schedule(s) and course document(s), if any, and at the times, dates, and locations indicated therein. The course(s) and services, course document(s), if any, and course schedule(s) so specified will hereinafter be referred to as the "Course."

2. The Contractor agrees to accept the Course and agrees to pay the District for services rendered in accordance with the provisions of the attached Schedule A.

3. The District will conduct the Course.

4. The District will report attendance (if applicable) and provide performance records to the Contractor within five working days of Course completion.

5. Students/trainees will not receive unit(s) of credit.

6. This Agreement includes the provisions of the attached Schedule(s) and course documents, if any, which are made a part of this Agreement herein by this reference. All attached Schedule(s) and course document(s) must be individually initialed and dated by both parties to this Agreement.

7. The term of this Agreement shall be from August 9, 2005 through June 30, 2006.

8. The Contractor agrees not to enter into competitive agreements with the contract trainer/s and/or the Riverside Community College District from the date of this agreement, until two years after the completion of this agreement.

9. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject and purpose of this Agreement. Each party to this Agreement acknowledges and agrees that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and agrees that no other agreement, statement, or promise not contained herein shall be valid or binding. The parties hereto agree that this Agreement constitutes the sole and entire understanding and agreement among the signatories and all parties represent and warrant that they are not
relying on any promises, representations, or agreements other than those expressly set forth in this Agreement.

10. The District shall hold harmless, indemnify and defend the Contractor against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents. The Contractor shall hold harmless, indemnify and defend the District against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Contractor, his employees, or agents.

11. This Agreement is subject to amendment only with the unanimous consent of all the signatories and any amendment must be in writing and signed by all parties hereto.

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

DISTRICT

By: ________________________________
   Signature

   Vice Chancellor, Administration & Finance
   Title

CONTRACTOR

By: ________________________________
   Signature

   ________________________________
   Title
Riverside Community College District
Customized Solutions for Business & Industry

SCHEDULE A
SERVICES & COMPENSATION

This schedule sets forth the compensation payable for services rendered in accordance with the terms and provisions of the Educational Services Agreement, dated the 9th day of August, 2005, between the Riverside Community College District and the City of Moreno Valley, here referred to as "Contractor". This Schedule is incorporated into and, by this reference, made a part of the Agreement referenced above and all terms, referenced and defined in Agreement, apply hereto.

The District agrees to provide the following services, in accordance with the following terms, provisions, and conditions:

Name of program: City of Moreno Valley Leadership Academy

Effective Leadership
Problem Solving & Conflict Resolution
Communicating for Results
Optimizing Teamwork
Managing Projects, Priorities & Deadlines
Take Charge of Your Day
Writing Roadmap
Grammar Camp
Motivating for Peak Performance
Small Group Skills for Peak Performance
Report Writing
Interviewing Skills
Stress Management
Dealing with Difficult People
Power from the Podium

Fee: $250 per training hour not to exceed $20,000
Sessions to be determined

Books/Assessments: $ 30.00 per person as needed
Fees payable as invoiced upon completion of each session.

Please provide us with your Employer Identification Number (EIN) or federal identification number: ______________________

<table>
<thead>
<tr>
<th>District initials</th>
<th>Date</th>
<th>Contractor initials</th>
<th>Date</th>
</tr>
</thead>
</table>

Bill to: Mark Cvikota, Human Resources
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552-0805

Send payment to: Auxiliary Business Services
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506
Subject: Agreement with North American Stainless

Background: Attached for the Board’s review and consideration is an agreement between Riverside Community College District and North American Stainless. The District will provide training services related to WorkKeys Pre-employment Testing. The term of the agreement is September 14, 2005 through June 30, 2006. Customized Solutions for Business and Industry will facilitate all aspects of the performance and required documentation. Funding source: No cost to the District.

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor Instruction, and Ed Godwin, Director Administrative Services. The activities outlined in the agreement are considered low risk in nature.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from September 14, 2005 through June 30, 2006, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: John Tillquist
Dean, Business, Information Systems and Economic Development
Linda Reifschneider
Director, Customized Solutions for Business and Industry
RIVERSIDE COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES AGREEMENT

This agreement is entered into this 14th day of September 2005, between Riverside Community College District, hereinafter referred to as "District," and North American Stainless hereinafter referred to as "Contractor".

1. The District shall provide the course(s) and services as specified in the attached Schedule(s) and course document(s), if any, and at the times, dates, and locations indicated therein. The course(s) and services, course document(s), if any, and course schedule(s) so specified will hereinafter be referred to as the "Course."

2. The Contractor agrees to accept the Course and agrees to pay the District for services rendered in accordance with the provisions of the attached Schedule A.

3. The District will conduct the Course.

4. The District will report attendance (if applicable) and provide performance records to the Contractor within five working days of Course completion.

5. Students/trainees will not receive unit(s) of credit.

6. This Agreement includes the provisions of the attached Schedule(s) and course documents, if any, which are made a part of this Agreement herein by this reference. All attached Schedule(s) and course document(s) must be individually initialed and dated by both parties to this Agreement.

7. The term of this Agreement shall be from September 14, 2005 through June 30, 2006.

8. The Contractor agrees not to enter into competitive agreements with the contract trainer/s and/or the Riverside Community College District from the date of this agreement, until two years after the completion of this agreement.

9. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject and purpose of this Agreement. Each party to this Agreement acknowledges and agrees that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and agrees that no other agreement, statement, or promise not contained herein shall be valid or binding. The parties hereto agree that this Agreement constitutes the sole and entire understanding and agreement among the signatories and all parties represent and warrant that they are not
relying on any promises, representations, or agreements other than those expressly set forth in this Agreement.

10. The District shall hold harmless, indemnify and defend the Contractor against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents. The Contractor shall hold harmless, indemnify and defend the District against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Contractor, his employees, or agents.

11. This Agreement is subject to amendment only with the unanimous consent of all the signatories and any amendment must be in writing and signed by all parties hereto.

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

DISTRICT                                         CONTRACTOR

By: ___________________________________________  By: ___________________________________________

Signature                                         Signature

Vice Chancellor Administration & Finance         Title

Title
Riverside Community College District  
Customized Solutions for Business & Industry  

SCHEDULE A  
SERVICES & COMPENSATION

This schedule sets forth the compensation payable for services rendered in accordance with the terms and provisions of the Educational Services Agreement, dated the 14th day of September, 2005 between the Riverside Community College District and North American Stainless, here referred to as "Contractor". This Schedule is incorporated into and, by this reference, made a part of the Agreement referenced above and all terms, referenced and defined in Agreement, apply hereto.

The District agrees to provide the following services, in accordance with the following terms, provisions, and conditions:

Name of program:  WorkKeys Pre-employment Testing

Exams:  Reading for Information, Applied Mathematics, Locating Information

Schedule:  Appointments to be set by candidates

Fee:  $ 25 per exam

Invoices to be sent monthly

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

Please provide us with the total number of employees:  ____________________

District initials    Date    Contractor initials    Date

Bill to:          Send payment to:

Dave Scheid           Auxiliary Business Services
North American Stainless  Riverside Community College District
6870 Highway 42 East     4800 Magnolia Avenue
Ghent, Kentucky 41045-9615 Riverside, CA 92506
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5-e                                                   Date: October 18, 2005

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

Background: The Riverside Community College District (RCCD) has been awarded funding in the amount of $251,400.00, by the State of California Employment Training Panel (ETP) to provide employee training to local area manufacturers. The term of the award is October 1, 2005 through September 30, 2006. Customized Solutions for Business and Industry will facilitate all aspects of the training and required documentation. The agreement was previously passed by the Board on September 13, 2005. The ETP form 115 requires the Board signature at this time.

Recommended Action: It is recommended that the Board President sign the resolution and certification.

Salvatore G. Rotella
Chancellor

Prepared by: John Tillquist
Dean, Business, Information Systems and Economic Development
Linda Reifschneider
Director, Customized Solutions
CERTIFICATION AND BOARD RESOLUTION
ETP 115
EMPLOYMENT TRAINING PANEL

I hereby certify that the following is correct and that on September 13, 2005 the Riverside Community College District Board of Trustees approved the (1) Employment Training Panel’s project and (2) authorizes the Director, Corporate and Business Development or his/her designate to negotiate and execute an Employment Training Panel Agreement and appropriate amendments with the State of California, Employment Training Panel.

________________________________________
Signature

________________________________________
Name

________________________________________
Title

________________________________________
Name of Board
Subject: Agreement with Charles Lowe

Background: Attached for the Board’s review is an agreement between Riverside Community College District and Charles Lowe to provide project management assistance of import and export services for clients of the Center for International Trade Development (CITD) in coordination with the Director, Center for International Trade Development. Total expenses will not exceed $4,700.00. The term of the agreement is from October 19, 2005 through June 30, 2006. Funding source: Center for International Trade Development.

The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, John Tillquist, Dean of Business, Information Systems, and Economic Development, and Ed Godwin, Director of Administrative Services. The activities outlined in the agreement are considered low risk in nature.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed $4,700.00 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: John Tillquist
Dean of Business, Information Systems and Economic Development
Robert Corona
Director, Center for International Trade Development
AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND CHARLES LOWE

1. PARTIES AND DATE.

This Agreement is made and entered into this 19th day of October 2005, by and between the Riverside Community College District, hereinafter referred to as “RCCD,” and Charles Lowe, hereinafter referred to as “CONSULTANT”.

2. RECITALS.

2.1 CONSULTANT is a professional consultant, experienced in providing International Trade Counseling and Business Assistance services to public agencies and familiar with the purposes and powers of RCCD; and

2.2 Because of CONSULTANT’s expertise, RCCD desires to retain CONSULTANT to render certain International Trade Counseling and Business Assistance services in connection with “Center for International Trade Development” as set forth herein.

3. SERVICES OF CONSULTANT; TERM.

3.1 General Description of Services. CONSULTANT shall furnish all technical and professional services, including labor, materials, equipment, transportation, supervision and expertise, necessary to perform fully and adequately the tasks set forth in the Scope of Work attached hereto as Exhibit “A” and herein incorporated by reference (“Services”) so as to complete the Project in a good and workmanlike manner.

3.2 Term. The Term of this Agreement shall be from October 19, 2005 until June 30, 2006, unless earlier terminated as provided herein.

4. RESPONSIBILITIES OF CONSULTANT.

4.1 Schedule of Services. CONSULTANT shall perform the Services in accordance with the Schedule of Services set forth in Exhibit “A”, attached hereto and herein incorporated by reference (“Schedule”). Upon request of RCCD, CONSULTANT shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

4.2 Coordination of Services. CONSULTANT agrees to work closely with RCCD staff in the performance of Services and shall be available to RCCD’s staff and consultants at all reasonable times.

4.3 Approval and Inspection. All work performed by CONSULTANT shall be subject to the approval of RCCD. CONSULTANT shall allow representative of RCCD (“Representative”) to inspect or review CONSULTANT’s work in progress at any reasonable time.
4.4 Standard of Care; Licenses. CONSULTANT shall perform the Services under this Agreement in a skillful and competent manner and shall secure and maintain in force any and all licenses, permits or other approvals necessary for it to carry out the Services. CONSULTANT shall comply with all requirements of law in carrying out the Services.

4.5 Control and Payment of Subordinates. RCCD retains CONSULTANT on an independent contractor basis and CONSULTANT shall not be considered an employee of RCCD. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT’s exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers’ compensation insurance.

5. COMPENSATION AND PAYMENT.

5.1 Compensation. Except as otherwise provided in this Section, CONSULTANT shall receive compensation for all Services rendered under this Agreement according to the rates and payment schedule set forth in the Compensation Schedule attached hereto as Exhibit “B” and herein incorporated by reference (“Compensation Schedule”). Total compensation shall not exceed $4,700 without written approval of RCCD’s Representative, as designated herein. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in the Extra Work order.

5.2 Payment of Compensation. CONSULTANT shall submit to RCCD a monthly statement indicating work completed and hours of services rendered by CONSULTANT. The Statement shall describe the amount of services and supplies provided for that statement period. RCCD shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. Each statement shall include a certification signed by CONSULTANT’s Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this statement are the actual hours and rates worked and paid to the employees listed.

Signed _______________________________________
Title _________________________________________
Date _________________________________________
Statement No. _________________________________

5.3 Reimbursement for Expenses. CONSULTANT shall not be reimbursed any expenses unless authorized in writing by RCCD’s Representative.

5.4 Extra Work. At any time during the term of this Agreement, RCCD may request that CONSULTANT perform Extra Work. As used herein, “Extra Work” means any work which is determined by RCCD to be necessary for the proper completion of the Project, but which the
parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONSULTANT shall not perform, nor be compensated for, Extra Work without written authorization from RCCD’s Representative.

6. RECORDS.

6.1 Records. CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall allow a representative of RCCD during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONSULTANT shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

7. GENERAL PROVISIONS.

7.1 Termination. This Agreement may be terminated in whole or in part by RCCD or its authorized representative upon written notice. In the event of termination, CONSULTANT shall be paid for approved expenses and adequately rendered services performed prior to the termination date. CONSULTANT shall deliver to RCCD all finished or unfinished documents, data, graphs, summaries, and other related materials as may have been prepared or accumulated by CONSULTANT prior to the date of termination.

7.2 Procurement of Similar Services. In the event this Agreement is terminated in whole or in part, RCCD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7.3 Contract Amendment. In the event that the Parties determine that the Scope of Work or other provisions of this Agreement must be altered; the parties may execute a contract amendment to add or delete work within the Scope of Work or amend any other provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

7.4 RCCD’s Right to Employ Other Consultants. RCCD reserves the right to employ other consultants in connection with this Project.

7.5 RCCD’s Representative. RCCD’s Vice Chancellor, Administration and Finance, or his or her designee, shall serve as RCCD’s Representative and shall have the authority to act on behalf of RCCD for all purposes under this agreement. RCCD’s Representative shall also review and give approval, as needed, to the details of CONSULTANT’s work as it progresses. RCCD’s Representative shall be available to the CONSULTANT staff at all reasonable times.

7.6 CONSULTANT’s Representative. CONSULTANT hereby designates Charles Lowe as CONSULTANT’s Representative to RCCD. CONSULTANT’s Representative shall have the authority to act on behalf of CONSULTANT for all purposes under this Agreement and shall coordinate all phases of the Services. CONSULTANT shall work closely and cooperate fully with
RCCD’s Representative and any other agencies which may have jurisdiction over or an interest in
the Services. CONSULTANT’s Representative shall be available to the RCCD staff at all
reasonable times. Any substitution in CONSULTANT’s Representative shall be approved in
writing by RCCD’s Representative.

7.7 Property of RCCD. All data prepared by CONSULTANT under this Agreement, such as
plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer
software or other programming, diagrams and calculations relative to this Agreement shall become
the property of RCCD upon the completion of the term of this Agreement, except that
CONSULTANT shall have the right to retain copies of all such data for its records. RCCD shall
not be limited in any way in their use of such data at any time, provided that any such use not
within the purposes intended by this Agreement shall be at RCCD’s sole risk and provided further
that CONSULTANT shall be indemnified against any damages resulting from such use. Should
CONSULTANT, following termination of this Agreement, desire to use any materials prepared in
connection with this Project, it shall first obtain the written approval of RCCD’s Representative.

7.8 Confidentiality. All ideas, memoranda, specifications, plans, manufacturing procedures,
drawings, descriptions, written information and other materials submitted to CONSULTANT in
connection with the performance of this Agreement shall be held confidential by CONSULTANT.
Such materials shall not, without the prior written consent of RCCD, be used by CONSULTANT
for any purposes other than the performance of the Services. Nor shall such materials be disclosed
to any person or entity not connected with the performance of the Services or the Project. Nothing
furnished to CONSULTANT which is otherwise known to CONSULTANT or it generally know,
or becomes known, to the related industry shall be deemed confidential. CONSULTANT shall not
use RCCD’s name or insignia, photographs of the Project, or any publicity pertaining to the
Services or the Project in any magazine, trade paper, newspaper, television or radio production or
other similar medium without the prior written consent of RCCD.

7.9 Publication. Except as necessary for the performance of the Services, no copies, sketches
or graphs of materials, including graphic art work, which are prepared pursuant to this Agreement,
shall be released by CONSULTANT to any other person or agency without prior written approval
of RCCD. All press releases, including graphic display information to be published in newspapers
or magazines, shall be approved and distributed solely by RCCD, unless otherwise provided by
written agreement between the Parties.

7.10 Indemnification. CONSULTANT agrees to indemnify, defend (with counsel chosen by
RCCD) and hold harmless RCCD, its officers, agents, consultants, and employees from any and all
claims, demands, costs or liability arising from or connected with the Services provided hereunder
due to acts, errors or omissions or willful misconduct of CONSULTANT. CONSULTANT will
reimburse RCCD for any expenditures, including reasonable attorneys’ fees, incurred by RCCD in
defending against claims arising from the acts, errors or omissions or willful misconduct of
CONSULTANT. The indemnification obligation shall survive the expiration or termination of this
agreement.

7.11 Effect of Acceptance. CONSULTANT shall be responsible for the professional quality,
technical accuracy and the coordination of the Services. RCCD’s review or acceptance of, or
payment for any work product prepared by CONSULTANT under this Agreement shall not be construed to operate as a waiver of any rights RCCD may hold under this Agreement or of any cause of action arising out of CONSULTANT’s performance of this Agreement. Further, CONSULTANT shall be and shall remain liable to RCCD, in accordance with applicable law, for all damages to RCCD caused by CONSULTANT’s negligent performance of any of the Services.

7.12 Equal Opportunity Employment. CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

7.13 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by CONSULTANT without the prior written consent of RCCD. Any subcontract shall include a provision obligating subcontractor to comply with each and every provision of this agreement including without limitation the insurance and indemnification obligations herein.

7.14 Subcontracting. CONSULTANT shall not subcontract any portion of the work required by this Agreement without the prior written approval of RCCD.

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

7.16 Time of Essence. Time is of the essence for each and every provision of this Agreement.

7.17 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

7.18 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Charles Lowe
13430 Hawthorne Boulevard
Hawthorne, CA 90250
Tel: (310) 702-0686

Dr. James L. Buysse
Vice Chancellor, Administration & Finance
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506-1299
Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

7.19 Attorney’s Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the losing party reasonable attorney’s fees and costs of suit.

7.20 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: ________________________    By: ________________________
James Buysse        Charles Lowe
Vice Chancellor, Administration and Finance  Consultant

Date: ______________________    Date: ______________________
EXHIBIT “A” TO RCCD CONSULTANT AGREEMENT

SCOPE OF WORK

1) Project management assistance of import and export services for clients of the Center for International Trade Development, in coordination with the Director, Center for International Trade Development.

   a. Execution of program workplan and activities
   b. Provide in-depth, specialized services that support the strengths described in the program workplan
      i. Conduct Spanish training seminars on Importing and Exporting
      ii. Provide assistance to clients with business analysis and recommending specific strategies in the areas of marketing and sales, logistics, and finance
      iii. Execution of activities as directed by Director, Center for International Trade Development.

EXHIBIT “B” TO RCCD CONSULTANT AGREEMENT

COMPENSATION SCHEDULE

• A maximum of 100 hours of service @ $40 dollars per hour for a maximum of $4,000. This amount includes all costs incurred by the Service Provider in the provision of contract services with the exception of travel noted below.
• Actual expenses up to a maximum of $700 for domestic travel reimbursements related to achievement of objectives in the Center for International Trade Development program narrative.
• Total not to exceed $4,700.00
Subject: Agreement with Learning Resource Network

Background: Presented for the Board’s review and consideration is an agreement between Riverside Community College District and Learning Resource Network (LERN) to perform a complete review and analysis of both the Community Education and the Contract Education programs. The fee for this service is $25,000.00 per year with the agreement that should the recommendations not generate and increase in income or a decrease in expense equivalent to the annual cost of the contract, the fee will be refunded to the District. The term of the agreement is November 1, 2005 through October 31, 2008. Funding source: General Fund.

The contractor identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on the financial interests of the District. As such, the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. The contract was reviewed by John Tillquist, Dean of Business, Information Systems and Economic Development, Sylvia Thomas, Associate Vice-Chancellor, Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from November 1, 2005 through October 31, 2008, for an amount not to exceed $25,000.00 per year, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: John Tillquist
Dean, Business, Information Systems and Economic Development
Cyndi Pardee
Community Education Supervisor
CONSULTANT AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
And
LEARNING RESOURCES NETWORK (LERN)

This Agreement ("Agreement") is dated November 1, 2005 between the Learning Resources Network ("LERN"), a corporation existing under the laws of the State of Kansas and Riverside Community College District ("the District") at 4800 Magnolia Avenue, Riverside, California 92506.

TERMS OF CONTRACT

1.01. This Agreement is effective November 1, 2005 through October 31, 2008.

SERVICES TO BE PERFORMED

2.01 LERN agrees to perform services which include a complete review and analysis of the District’s Community Education and Contract Education Programs, including recommendations for improvement that guarantee either an increase in income or a decrease in expenses equivalent to the annual cost of the contract. At the end of each contract year, LERN will provide a 5-10 page report outlining the year’s accomplishments and the plan for the coming year.

This review known as the “Partner with LERN 7-Stage Improvement Model” will include the following seven steps:

1. Initial Review. Evaluation for:
   a) long term proposed changes and
   b) immediate or short term enhancements
2. Short-term Enhancements. Review and suggestions for improvement in:
   o Brochure/promotion
   o Web Site
   o Pricing
   o Programs and activities offered
   o Promotion and marketing
3. Planning Tools:
   o Visioning
   o Needs assessment
   o Market segmentation
   o Budgeting
   o Market plan
4. Transition to Internet-Based Business Operations:
   • Online registration
   • Internet-based business operations software
   • Online learning options
5. Staff Training:
   • Moving your staff toward functioning as an internet-based organization, positioned for success in the 21st century
6. Streamline Operations. Provide tools and methods including:
   • Staffing structure
   • Key lifelong learning processes
   • Intranet
   • Analysis and evaluation tools
7. Program Review and Certification:
   • A complete organization review with specific recommendations for the upcoming 3 years. If your organization passes the Program Review and Certification, it is recognized at the annual LERN International Convention as at LERN certified program.

COMPENSATION

3.01 In consideration for the services performed, the District will pay LERN $25,000 per year for three years. LERN will invoice the District at the beginning of each new contract year (October 1, 2005, 2006 and 2007). The District will pay LERN within thirty (30) working days of receiving the invoices.

OBLIGATIONS OF THE CONSULTANT

4.01 LERN agrees to devote its best efforts to perform the services specified in the “Scope of Services” attached to this Agreement as Exhibit A on behalf of the District.

4.02 Both LERN and the DISTRICT mutually agree to indemnify and hold each other free and harmless from any obligations, costs, claims, judgments, attorney’s fees and attachments arising from, growing out of, or in any way connected with the services rendered pursuant to this Agreement.

4.03 LERN agrees that all materials developed under the agreement become the property of the DISTRICT and that the privacy of any DISTRICT information reviewed during the course of the contract will be help in strict confidence.
OBLIGATIONS OF THE DISTRICT

5.1 The DISTRICT agrees to comply with all reasonable requests of LERN and provide access to all documents and/or information reasonably necessary to the performance of LERN’s duties under the Agreement.

TERMINATION OF THE AGREEMENT

6.01 LERN guarantees that $25,000 in additional income/sales and or reduced costs per year will be realized. If this $25,000 guarantee is not realized, the District can void the contract.

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

James L. Buysse  
Vice Chancellor, Administration and Finance

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Gregory Marsello  
Vice President, Organizational Development

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

Background: Presented for the Board’s review is an agreement with the Fisher Center for Real Estate and Urban Economics, Haas School of Business, University of California, Berkeley to conduct a study that would examine trends and prospects for expansion of services and business opportunities in foreign markets for California firms. This assistance will be provided for a fee not to exceed $35,000.00. The term of the agreement is from October 19, 2005 through June 30, 2006. Funding source: California Community Colleges Chancellor’s Office, Economic and Workforce Development Program.

The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, John Tillquist, Dean Economic Development and Ed Godwin, Director Administrative Services. Activities connected with this contract are deemed to be low-risk by the staff.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with the Fisher Center for Real Estate and Urban Economics, Haas School of Business, University of California, Berkeley, for the period of October 19, 2005 through June 30, 2006, for an amount not to exceed $35,000.00, and authorize the Vice Chancellor, Administration & Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: John Tillquist
Dean of Business, Information Systems and Economic Development
Jeff Williamson
Statewide Director, Centers for International Trade Development
AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND FISHER CENTER FOR REAL ESTATE AND URBAN ECONOMICS, HAAS SCHOOL
OF BUSINESS, UNIVERSITY OF CALIFORNIA, BERKELEY

1. PARTIES AND DATE.

This Agreement is made and entered into this 19th day of October 2005, by and between the Riverside Community College District, hereinafter referred to as “RCCD,” and Fisher Center for Real Estate and Urban Economics, Haas School of Business, University of California Berkeley, hereinafter referred to as “CONSULTANT”.

2. RECITALS.

2.1 CONSULTANT is a professional consultant, experienced in providing International economic and business research services to public agencies and familiar with the purposes and powers of RCCD; and

2.2 Because of CONSULTANT’s expertise, RCCD desires to retain CONSULTANT to render certain International economic and business research assistance services.

3. SERVICES OF CONSULTANT; TERM.

3.1 General Description of Services. CONSULTANT shall furnish all technical and professional services, including labor, materials, equipment, transportation, supervision and expertise, necessary to perform fully and adequately the tasks set forth in the Scope of Work attached hereto as Exhibit “A” and herein incorporated by reference (“Services”) so as to complete the Project in a good and workmanlike manner.

3.2 Term. The Term of this Agreement shall be from October 19, 2005 until June 30, 2006, unless earlier terminated as provided herein.

4. RESPONSIBILITIES OF CONSULTANT.

4.1 Schedule of Services. CONSULTANT shall perform the Services in accordance with the Schedule of Services set forth in Exhibit “A”, attached hereto and herein incorporated by reference (“Schedule”). Upon request of RCCD, CONSULTANT shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
4.2 Coordination of Services. CONSULTANT agrees to work closely with RCCD staff in the performance of Services and shall be available to RCCD’s staff and consultants at all reasonable times.

4.3 Approval and Inspection. All work performed by CONSULTANT shall be subject to the approval of RCCD. CONSULTANT shall allow representative of RCCD (“Representative”) to inspect or review CONSULTANT’s work in progress at any reasonable time.

4.4 Standard of Care; Licenses. CONSULTANT shall perform the Services under this Agreement in a skillful and competent manner and shall secure and maintain in force any and all licenses, permits or other approvals necessary for it to carry out the Services. CONSULTANT shall comply with all requirements of law in carrying out the Services.

4.5 Control and Payment of Subordinates. RCCD retains CONSULTANT on an independent contractor basis and CONSULTANT shall not be considered an employee of RCCD. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT’s exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers’ compensation insurance.

5. COMPENSATION AND PAYMENT.

5.1 Compensation. Except as otherwise provided in this Section, CONSULTANT shall receive compensation for all Services rendered under this Agreement according to the rates and payment schedule set forth in the Compensation Schedule attached hereto as Exhibit “B” and herein incorporated by reference (“Compensation Schedule”). Total compensation shall not exceed $35,000 without written approval of RCCD’s Representative, as designated herein. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in the Extra Work order.

5.2 Payment of Compensation. CONSULTANT shall submit to RCCD a monthly statement indicating work completed and hours of services rendered by CONSULTANT. The Statement shall describe the amount of services and supplies provided for that statement period. RCCD shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. Each
statement shall include a certification signed by CONSULTANT’s Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this statement are the actual hours and rates worked and paid to the employees listed.

Signed _______________________________________
Title _________________________________________
Date _________________________________________
Statement No. _________________________________

5.3 Reimbursement for Expenses. CONSULTANT shall not be reimbursed any expenses unless authorized in writing by RCCD’s Representative.

5.4 Extra Work. At any time during the term of this Agreement, RCCD may request that CONSULTANT perform Extra Work. As used herein, “Extra Work” means any work which is determined by RCCD to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONSULTANT shall not perform, nor be compensated for, Extra Work without written authorization from RCCD’s Representative.

6. RECORDS.

6.1 Records. CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall allow a representative of RCCD during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONSULTANT shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

7. GENERAL PROVISIONS.

7.1 Termination. This Agreement may be terminated in whole or in part by RCCD or its authorized representative upon written notice. In the event of termination, CONSULTANT shall be paid for approved expenses and adequately rendered services performed prior to the termination date. CONSULTANT shall deliver to RCCD all finished or unfinished documents, data, graphs, summaries, and other related materials as may have been prepared or accumulated by CONSULTANT prior to the date of termination.
7.2 Procurement of Similar Services. In the event this Agreement is terminated in whole or in part, RCCD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7.3 Contract Amendment. In the event that the Parties determine that the Scope of Work or other provisions of this Agreement must be altered; the parties may execute a contract amendment to add or delete work within the Scope of Work or amend any other provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

7.4 RCCD’s Right to Employ Other Consultants. RCCD reserves the right to employ other consultants in connection with this Project.

7.5 RCCD’s Representative. RCCD’s Vice Chancellor, Administration and Finance, or his or her designee, shall serve as RCCD’s Representative and shall have the authority to act on behalf of RCCD for all purposes under this agreement. RCCD’s Representative shall also review and give approval, as needed, to the details of CONSULTANT’s work as it progresses. RCCD’s Representative shall be available to the CONSULTANT staff at all reasonable times.

7.6 CONSULTANT’s Representative. CONSULTANT hereby designates Dr. Dwight Jaffee as CONSULTANT’s Representative to RCCD. CONSULTANT’s Representative shall have the authority to act on behalf of CONSULTANT for all purposes under this Agreement and shall coordinate all phases of the Services. CONSULTANT shall work closely and cooperate fully with RCCD’s Representative and any other agencies which may have jurisdiction over or an interest in the Services. CONSULTANT’s Representative shall be available to the RCCD staff at all reasonable times. Any substitution in CONSULTANT’s Representative shall be approved in writing by RCCD’s Representative.

7.7 Property of RCCD. All data prepared by CONSULTANT under this Agreement, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams and calculations relative to this Agreement shall become the property of RCCD upon the completion of the term of this Agreement, except that CONSULTANT shall have the right to retain copies of all such data for its records. RCCD shall not be limited in any way in their use of such data at any time, provided that any such use not within the purposes intended by this Agreement shall be at RCCD’s sole risk and provided further that CONSULTANT shall be indemnified against any damages resulting from such use. Should CONSULTANT, following termination of this Agreement, desire
to use any materials prepared in connection with this Project, it shall first obtain the written approval of RCCD’s Representative.

7.8 Confidentiality. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information and other materials submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT. Such materials shall not, without the prior written consent of RCCD, be used by CONSULTANT for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or it generally known, or becomes known, to the related industry shall be deemed confidential. CONSULTANT shall not use RCCD’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of RCCD.

7.9 Publication. Except as necessary for the performance of the Services, no copies, sketches or graphs of materials, including graphic art work, which are prepared pursuant to this Agreement, shall be released by CONSULTANT to any other person or agency without prior written approval of RCCD. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by RCCD, unless otherwise provided by written agreement between the Parties.

7.10 Indemnification. CONSULTANT agrees to indemnify, defend (with counsel chosen by RCCD) and hold harmless RCCD, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with the Services provided hereunder due to acts, errors or omissions or willful misconduct of CONSULTANT. CONSULTANT will reimburse RCCD for any expenditures, including reasonable attorneys’ fees, incurred by RCCD in defending against claims arising from the acts, errors or omissions or willful misconduct of CONSULTANT. The indemnification obligation shall survive the expiration or termination of this agreement.

7.11 Effect of Acceptance. CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the Services. RCCD’s review or acceptance of, or payment for any work product prepared by CONSULTANT under this Agreement shall not be construed to operate as a waiver of any rights RCCD may hold under this Agreement or of any cause of action arising out of CONSULTANT’s performance of this Agreement. Further, CONSULTANT shall be and shall remain liable to RCCD, in accordance with applicable law, for all
damages to RCCD caused by CONSULTANT’s negligent performance of any of the Services.

7.12 Equal Opportunity Employment. CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

7.13 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by CONSULTANT without the prior written consent of RCCD. Any subcontract shall include a provision obligating subcontractor to comply with each and every provision of this agreement including without limitation the insurance and indemnification obligations herein.

7.14 Subcontracting. CONSULTANT shall not subcontract any portion of the work required by this Agreement without the prior written approval of RCCD.

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

7.16 Time of Essence. Time is of the essence for each and every provision of this Agreement.

7.17 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

7.18 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Fisher Center for Real Estate and Urban Economics
Haas School of Business, F602-#6105
University of California Berkeley
Berkeley, CA 94720-6105
Dr. Cynthia Kroll, Senior Economist
Tel: (510) 643-6112
Dr. James L. Buysse  
Vice Chancellor, Administration & Finance  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506-1299  

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

7.19 Attorney’s Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the losing party reasonable attorney’s fees and costs of suit.

7.20 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: ________________________  By: ________________________
Dr. James L. Buysse   Dr. Dwight Jaffee  
Vice Chancellor, Administration and Finance  Professor, Fisher Center for Real Estate and Urban Economics  
Haas School of Business  University of California Berkeley

Date: ______________________  Date: ______________________
EXHIBIT “A” TO RCCD CONSULTANT AGREEMENT

SCOPE OF WORK

Export assistance programs for small and medium sized firms have largely focused on merchandise exports. Yet in recent years, services trade has played an increasingly important role in both export and import activity in the United States. In addition, services businesses dominate the employment picture in much of California. Furthermore, services trade is contributing to a reshaping of employment opportunities within the state, as some technical and routine positions begin to be relocated offshore, while other types of opportunities expand.

Scope of Work:

This study will examine the effects of the expansion of services trade in California on employment and business prospects in the state. The study will include several tasks:

1. Overview of services employment and trade at the US level
   a. Current levels of employment, output, and trade flows
   b. Existing forecasts of output and employment growth
   c. Firm size characteristics of services sectors
2. Identification of services sectors where US and California firms have a “comparative advantage” for exports.
   a. Sectors with strong trade balances
   b. Sectors with growing exports
   c. Match with sectors with significant small to mid sized firm presence
   d. Match with California economic base
3. Market study of international sales opportunities in comparative advantage sectors
   a. Country and industry-specific research on market opportunities (where are US services sold; role of demographic linkages in international services trade)
   b. Travel to overseas geographic areas where businesses are expanding multinational linkages (limited to two countries with strong potential markets)
   c. Interviews with trade organization representatives, selected customers
   d. Interviews with US agency representatives in offshore locations
   a. Experience with services exports, imports, or foreign competition
   b. Use of resources to assist in trade related activity
   c. Unmet needs
5. Assessment of California resources to assist with services trade
   a. Interviews with CITD programs
   b. Identification of and interviews with other local, state, federal, private business and nonprofit programs that can provide resources.
6. Report findings will highlight the services sectors where trade may be an opportunity for small and medium sized firms and will identify the types of programs that could be of assistance to these firms.

EXHIBIT “B” TO RCCD CONSULTANT AGREEMENT

COMPENSATION SCHEDULE

- Staff: 2 professional staff and 1 graduate student researcher at .25 time for 3 months $15,000
- Travel: $7,500
- Other expenses (communications, additional data, supplies not included $500
- Facilities and administrative expenses $12,000

Total $35,000
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5-i                  Date: October 18, 2005

Subject: Agreement with Crafton Hills College

Background: Attached for the Board’s review and consideration is an agreement between Riverside Community College District and Crafton Hills College to provide continuing education for local instructors, answering technical and curriculum questions and fulfilling equipment needs. Cisco Systems has qualified Crafton Hills College as a Regional Academy; and Riverside Community College District as a local Networking Academy. The term of the agreement is July 1, 2005 through June 30, 2006. The Local Academy shall retain all rights, title and interest in and to all donated equipment and has a non-exclusive, non-transferable, non-sub licensable limited access license to access Cisco’s online curriculum only in connection with Cisco Networking Academy during the Local Academy’s participation in the Program. Total expenses will not exceed $2,000.00. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from July 1, 2005 through June 30, 2006, for an amount not to exceed $2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: John Tillquist
Dean, Business, Information Systems, and Economic Development
This agreement entered into as of July 1, 2005 between Crafton Hills College (herein referred to as Regional Academy) and the School Site and District named below (herein referred to as Local Academy) sets forth the principle terms and conditions relating to implementation of the Cisco Networking Academy Program (herein referred to as Program).

MAIN CONTACT INFORMATION:

District: Riverside Community College District

Local Academy Riverside Community College/City Campus:

Contact: Dave Dant

Phone: (951) 222-8721

E-mail: dave.dant@rcc.edu

RECITALS

WHEREAS, Cisco Systems has developed the Cisco Networking Academy Program;
WHEREAS, Cisco Systems has qualified Crafton Hills College as a Regional Academy; and
Riverside Community College District on behalf of Riverside Community College/City Campus;
WHEREAS, Cisco systems has qualified the School Site and District named above as a Local Networking Academy;

NOW THEREFORE Regional Academy and Local Academy mutually agree as follows:

1. Services to be Provided by Regional Academy
   a. Train instructors at Local Academies and support these academies by providing continuing education for local instructors, orienting instructors to the program,
helping local instructors set up their classrooms, answering technical and curriculum questions, and fulfilling equipment needs.

b. Provide support by visiting Local Academies, observing instruction, offering seminars and workshops, being on-call to Local Academy for networking and equipment support, and recommending specific online resources.

c. Facilitate instructors’ fulfillment of the continuing education requirements by conducting update sessions. Continuing education can occur via distance learning (Placeware sessions), update meetings or conferences.

d. Ensure instructors at Local Academy are using the latest version of the curriculum through periodic re-tooling sessions.

e. Conducting annual observations of Local Academy classrooms. Classroom observations provide a snapshot of the teaching/learning environment and give observers an idea of instructor performance and skills.

f. Conducting annual monitoring of the Local Academy to determine the effectiveness of course and program implementation and compliance with expected roles and responsibilities.

g. Implement Academy Performance Action Plan (APAP) if necessary.

h. Initial setup and continuing maintenance of one Cisco Server for curriculum delivery, information, and technical support.

2. Services to be Provided by Local Academy

a. Meet the quality requirements and perform the Local Academy duties stated in the Cisco Quality Assurance Plan (QAP) and abide by the direction of the Area Academy Manager.

b. Provide, maintain and pay for all of the following services and equipment for use in the Program.
   - An instructional space large enough for both a training area and a network practice area (approximately 900 square feet or larger; sites must meet all local electrical codes and HVAC environmental requirements for computer network labs).
   - A minimum dedicated 128kbps Internet connection.
   - All necessary consumable supplies and equipment (see attached list).
   - Computers (See attached list).
     1. A networked (cat5-ethernet) computer lab that shall be used for curriculum delivery with one computer workstation per student.
     2. Five (5) computers (or laptops) for “hands-on” networking labs.

   - Local Academy instructors must maintain an active e-mail address
• Pay for SmartNet support services beyond the first year (including any subsequent renewal term(s)). (SmartNet for donated/purchased equipment estimated at $3,000.)
• Pay annual fee set forth by the Regional Academy for the purpose of providing training and program support to the Local Academy, if applicable. (See attached Fee Schedule for current fiscal year fees.)

c. Provide an appropriate environment for conducting classes, selecting competent instructors, and ensuring that its instructors receive the training that enables them to teach the Academy curriculum. Local Academy sites are responsible for delivering training using the latest version of the curriculum. Cisco recommends that Local Academies migrate to new versions of the curriculum at the start of a semester or school year.

d. Prior to offering the “Cisco Networking Academy” course, Local Academy instructor must be trained and certified by the Regional Academy instructor under the Program. The Local Academy instructor must maintain a valid Cisco Certified Academic Instructor (CCAI) certificate by keeping his/her Cisco Certified Networking Academy (CCNA) certification current. The CCNA certification exam must be retaken every three (3) years to maintain CCNA status. The Regional Academy will attempt to accommodate training for all potential Local Academy instructors with sixty (60) day advance notice and as space allows.

First semester consists of eight (8) days of training, second and third semesters consist of five (5) days of training, and the fourth semester consists of four (4) days of training. If training outside of the Regional Academy is required AND authorized by Cisco and the Regional Academy, then all costs associated with the training at the Cisco Academy Training Center (CATC) is the responsibility of the district.

e. Local Academy instructors must keep and maintain accurate student and general Local Academy records using the Cisco Networking Academy Server (CNACS).

f. Provide main contacts and Local Academy instructors release time and funds for travel for 16 hours of annual training. The 16-hour requirement can be satisfied by taking training classes offered by Cisco, your Cisco Academy Training Center and/or your Regional Academy, or by attending the national conference. All instructors and main contacts should attend retooling events in their areas even if they have already satisfied the 16-hour requirement. Continuing education should be in line with the policies and procedures regarding professional development in the district.
g. Analyze Quality Assessment Reports (as detailed in the QAP):
   i. Analysis of Student Results Data
   ii. Analysis of Student Satisfaction Data
   iii. Observation
   iv. Review of Complaints
   v. Monitoring

h. Participate in the Academy Performance Action Plan (APAP) if necessary.

3. Local Academy has a non-exclusive, non-transferable, non-sub licensable limited access license to access Cisco’s online curriculum only in connection with Cisco Networking Academy during the Local Academy’s participation in the Program.

4. Ownership. The Local Academy shall retain all rights, title and interest in and to all donated equipment, if applicable. In the event the Local Academy does not meet the requirements of this agreement, the Regional Academy reserves the right to retrieve all Cisco donated equipment for the purpose of operating and conducting the Cisco Networking Academy Program.

5. Either party may terminate this Agreement in writing 30 days prior to the party’s execution of the Cisco Networking Academy Program for the current school year. Upon any such termination, the Local Academy shall have the right to complete any semester in progress. The Local Academy shall return all course materials, proprietary information and other materials in Academy’s possession from Regional Academy, Cisco, or other entity.

6. The Local Academy shall not have the right to assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the Regional Academy.
Duration of Agreement
The term of this agreement shall be from July 1, 2005 through and including June 30, 2006.

I hereby agree to all terms and conditions stated above.

Riverside Community College/City Campus

Legal Name of Local Academy

Riverside Community College District

District Name

James L. Buysse       Date
Vice Chancellor, Administration and Finance

Date

Ronald P. Gerhard, Business Manager       Date
San Bernardino Community College District
For: Crafton Hills College Campus
CISCO NETWORKING ACADEMY PROGRAM
LOCAL ACADEMY FEE SCHEDULE

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Academy ( first 2 years)</td>
<td>$5,000</td>
</tr>
<tr>
<td>Existing Academy (year 3+)</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

Services for Existing Academy Includes (but not limited to):
- Access to various servers
  - Cisco Community Server
  - Assessment Server
  - Cisco Connect Online
  - Curriculum Updates
  - Regional Academy Website and online resources
- Invitation to Retooling Sessions
- Technical and Program email/phone support
- Monthly instructor support meetings
- Local Site Visits by Area Academy Manager
- Annual monitoring visit and Quality Control Audits

Services for New Academies Includes (but not limited to):
- Four semesters (22 days) of Cisco Networking Academy Training for up to two instructors
- Initial setup of one Cisco Server for curriculum delivery
- Advice on initial lab setup including equipment purchases
- Access to various servers
  - Cisco Community Server
  - Assessment Server
  - Cisco Connect Online
  - Curriculum Updates
  - Regional Academy Website and online resources
- Invitation to Retooling Sessions
- Technical and Program email/phone support
- Monthly instructor support meetings
- Local Site Visits by Area Academy Manager
- Annual monitoring visit and Quality Control Audits
Memorandum of Understanding with Saint Francis University

Background: Presented to the Board for review and consideration is a Memorandum of Understanding (MOU) between Saint Francis University and Riverside Community College District. The MOU will provide an opportunity for Physician Assistant students to receive course credit towards a Master of Medical Science degree from Saint Francis University. The MMS degree offered through this affiliation is intended for District students who currently hold a bachelors degree and are participating in the clinical year of training. The MOU will be in effect beginning October 19, 2005, and will remain in effect until either party requests amendment or termination of the agreement. Funding source: No cost to the District.

This MOU has been reviewed by Sylvia Thomas, Associate Vice Chancellor, Instruction, Ed Godwin, Director, Administrative Services, and Ron Vito, District Dean, Occupational Education.

Recommended Action: It is recommended that the Board of Trustees approve the Memorandum of Understanding, from October 19, 2005 until amended or terminated, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the memorandum.
Memorandum of Understanding

Between

Saint Francis University
Loretto, PA

And

Riverside Community College District

This document provides a Memorandum of Understanding (MOU) between Saint Francis University (SFU) and Riverside Community College District. The MOU will be in effect beginning October 19, 2005 and will remain in effect until either party requests amendment or termination of the agreement. Request of termination must be given in writing 30 days in advance of termination date. The termination of this agreement shall not take effect until the enrolled students, at the time the notice of termination is given, complete the program outlined in this agreement. The conditions of this MOU will not be subject to change unless agreed to by SFU and Riverside Community College District.

1. SFU will deliver 10 credits of Master of Medical Science courses to be taken by physician assistant students at Riverside Community College and will require satisfactory completion of Primary Care Core Program components (see “The Program” below). The courses will be delivered according to a mutually agreeable schedule during each semester that this MOU is in force.

2. SFU will be responsible for the delivery of all web-based instruction, examinations, and other instructional materials required for completion of the MMS degree as outlined in “The Program” below. If instructional technology fails at any point during the delivery of the course(s), SFU will make suitable alternative arrangements for completion.

3. Riverside Community College District will provide and maintain a suitable facility for instructional delivery, including desktop PCs for online courses, or institute a requirement for student ownership of appropriately equipped PCs. Students will be expected to have a basic understanding of the Internet, and have the capability to access and use Internet-based instructional materials.

4. SFU will be responsible for evaluating student performance in the ten (10) credits of SFU-based courses as well as the SFU requirements set forth for the 20 credits of transfer clinical courses termed “primary care core program”. Riverside Community College District faculty/clinical preceptors will evaluate students on their twenty (20) credits of rotation experiences.
5. SFU will cover the cost of the development of all instructional materials for the SFU-based courses. Class materials developed by SFU for the delivery and instruction of the SFU-based courses will remain the property of SFU.

6. Research will be governed by the Institutional Review Board (IRB) where the student will be performing the research and cleared by the SFU IRB.

7. Riverside Community College District students will pay the prevailing per credit rate of SFU MMS affiliated institutions graduate tuition for each of the ten (10) credits of online courses in which students enroll. The Riverside Community College Physician Assistant Program Director will be notified of the credit rate on a yearly basis. This rate will be published in the MMS student policy manual.

8. SFU will accept twenty (20) credits of Riverside Community College District clinical clerkships, constituting the “primary care core program” (see “The Program”, below) upon satisfactory completion of those clerkships by students. SFU will surcharge students’ 20 credits of Riverside Community College District clerkships at an agreed upon per credit rate in order to validate and administer the transfer of credit to SFU.

9. The MMS degree offered through the affiliation between Riverside Community College District and SFU is intended for Riverside Community College District students in the clinical year of training, who currently hold a bachelors degree. Student will not be grandfathered into the program if it has been greater than 2 years since graduation from the affiliated Physician Assistant program.

10. SFU hereby agrees to defend, indemnify and hold harmless Riverside Community College District from any liability or damages Riverside Community College District may suffer as a result of claims, demands, cost or judgments against it arising out of the operation of the program covered in this Agreement.

The Program

Riverside Community College Clinical Clerkship Courses:

The following courses (Clerkships) are equivalent to SFU-MPAS clinical rotation courses, and will be required for completion of the entry-level professional certificate at SJVC:

Clerkships:
PHT 17 Family Medicine (6 units)
PHT 11 Internal Medicine (6 units)
PHT 15 Pediatrics (6 units)
PHT 12 Internal Medicine (6 units)
PHT 19 Emergency Medicine (4 units)
These courses will transfer into the SFU “primary care core program” as 20 credits toward the MMS degree for which students will be required to demonstrate proficiency based on SFU standards:

Primary care core program components:
MPAS 520: Family Medicine I (4 credits)  
MPAS 521: Family Medicine II (4 credits)  
MPAS 523: Primary Care (4 credits)  
MPAS 530: Internal Medicine I (4 credits)  
MPAS 582: Outpatient Medicine (4 credits)  

SFU (MMS) Courses:
The following 10 credits will be offered by Saint Francis University, and will be required of all students for the Master of Medical Science degree.

SFU Courses:
- Essentials of Research Methodology (on-line)  3 credits
- Advanced Pharmacology (on-line)  3 credits
- Clinical Residency Project (self-designed)  4 credits
  Total 10 credits**
**These 10 credits will constitute the advanced master’s coursework for the MMS degree.

Philosophy of the Curriculum

The Riverside Community College District physician assistant program provides rotation experiences of similar quality and duration to those of SFU, as mandated by our mutual accrediting organization (The Accreditation Review Committee-Physician Assistants [ARC-PA]). In this respect, clerkships are academically equivalent to the fifth year MPAS rotation experiences at SFU, and can be regarded as graduate level courses applicable to the MMS degree. Students taking Riverside Community College District clerkships will be expected to perform at the graduate level on all rotation objectives. In this context, SFU-PA program faculty will collaborate with the affiliated program’s faculty to ensure that the primary care rotations offer masters-level clinical education. Additionally, in order to verify clerkship equivalency, enrolled students will be required to complete similar online clinical simulation testing as the SFU MPAS students complete.

Students will also engage in advanced master’s coursework via distance learning, and will be required to complete ten (10) credits of MMS courses. Research Methodology is an important element of the student’s master’s preparation,
focusing on the evaluation of the medical literature, research design, and evidence-based medicine. Advanced Pharmacology builds on the student’s entry-level pharmacology experience, and will enable them to apply that experience to real clinical situations. This will be especially beneficial in that students will be taking Advanced Pharmacology concurrently with their clinical rotations, thereby providing them with ample opportunity to research and respond to the clinical problem-solving components of the Advanced Pharmacology course. The third element of the advanced master’s component is the Clinical Residency Project. This course will provide the master’s candidate the opportunity to focus on a clinical problem; research the problem; engage patients in the exploration and analysis of the problem; and provide practical and effective clinical solution(s) to the identified problem. The Clinical Residency Project is the “capstone” experience for the master’s candidate.

It is understood that the MMS degree does not constitute the student’s entry-level credential. Before receiving a MMS degree from Saint Francis University, students must have successfully completed their entry-level physician assistant program as well as all requirements for the SFU MMS degree.

Selection of Students for the Collaborative Program:

Selection of students for the collaborative master’s program shall be the responsibility of the Coordinator of the Saint Francis University, Master of Medical Science Program, in consultation with the Director of the Riverside Community College District program. The minimum requirement for acceptance into the collaborative master’s program is a completed baccalaureate degree.

Financial Implications

All instructors for SFU-based courses will be paid by SFU, as well as other costs associated with the development of the courses via distance learning technology. All instructors for the Riverside Community College District clinical rotation courses will be paid by Riverside Community College District.

Riverside Community College District students will reimburse SFU for both SFU-originated courses (10 credits) and for the primary care core program course requirements at the agreed upon course tuition and clinical rotation surcharge rates respectively.

Accreditation of the (Affiliated Institution) Physician Assistant Program

It is understood that matters affecting the current and future accreditation of the Riverside Community College Physician Assistant Program are the sole responsibility of that institution. Riverside Community College must maintain accreditation in order to continue offering the affiliated MMS degree with Saint
Francis University. It is further understood that the ten (10) credits of master’s courses supplied by Saint Francis University do not constitute any part of the entry-level requirements for Riverside Community College physician assistant students.

Saint Francis University District

Joseph Melusky, Ph.D

Riverside Community College District

Dr. James Buysse, Vice Chancellor, Administration & Finance

Misty Kagarise MMS, PA-C

Director, MMS Program
Report No.: V-A-6-b                                                                  Date: October 18, 2005

Subject: Agreement with Desert Ambulance Service, Inc.

Background: Presented for the Board’s review and consideration is a proposed agreement between Riverside Community College District and Desert Ambulance Service, Inc. as externship opportunities for Emergency Medical Services, EMS, students. The EMS department believes that the benefits of the agreement outweigh the risks and is asking the Board for a waiver of the additional insured and hold harmless provision. The term of this agreement begins October 19, 2005 and continues until terminated by either party. Funding Source: No cost to the District.

This agreement has been reviewed by Ed Godwin, Director, Administrative Services; Sylvia Thomas, Associate Vice Chancellor, Instruction; and Ronald Vito, District Dean, Occupation Education.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 until terminated, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor  

Prepared by: Lisa Conyers,  
Dean of Instruction  
Chris Nollette  
Director, Emergency Medical Services Program
COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT

THIS COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT (hereinafter referred to as “Agreement”) is entered into on this 19th day of October by and between the Riverside Community College District, Riverside, California, (hereinafter referred to as “the COLLEGE”) and Desert Ambulance Service, Inc., (hereinafter referred to as “the PROVIDER”). (The COLLEGE and the PROVIDER shall collectively be referred to herein as “the Parties”).

WITNESSETH:

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

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

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

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

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

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the preparation of practitioners for positions in Emergency Medical Services (EMS).

2. The COLLEGE shall be responsible for the development, organization, and implementation of the EMS Program curriculum under the direction of a qualified EMS Program Director.

3. The COLLEGE shall select, test, and supervise the students admitted to the EMS Program at the time of admittance and throughout the period of time prescribed for its completion.

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

5. The COLLEGE shall provide each new instructor an opportunity to participate in an orientation with the PROVIDER. This orientation shall be arranged through mutual agreement of the COLLEGE and the PROVIDER.

6. The COLLEGE shall provide all instructional supplies and equipment as needed for the EMS Program, except those which the PROVIDER hereinafter specifically agrees to provide.

7. The COLLEGE shall provide administrative functions, including admission, counseling, scheduling, attendance, accounting, and achievement records in connection with the EMS Program.

8. The COLLEGE shall furnish copies of class schedules and student rotation assignments to the PROVIDER, prepared by the EMS Program Director after consultation with the PROVIDER.

9. The PROVIDER shall provide the following:

(a) Full cooperation on its part to help ensure success of the EMS Program.

(b) The cooperation and counsel of the PROVIDER’S administrative and professional staff in the operation of the EMS Program, in accordance with this Agreement.

(c) Equipment and supplies needed for instruction within the individual areas where students are assigned, after consultation with the EMS Program Director.

(d) As broad an experience as possible with opportunities for observation, participation, and independent activity involving patient contact through the program(s) offered by the PROVIDER.

(e) Ultimate control and responsibility for supervision and oversight of patient care at all times.

10. The PROVIDER shall retain ultimate control and responsibility for supervision and
oversight of patient care at all times.

11. Should emergency treatment be necessary for students in the event of an accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE’S worker’s compensation coverage by filing a completed claim form with the COLLEGE’S Risk Management Department. It will be the duty and obligation of the COLLEGE to insure that a claim is properly filed with the COLLEGE’s Risk Management Department. The Parties agree that the standards of the EMS Program shall be maintained at a level equal to or exceeding those required by the State of California as outlined in Title 22 of the Code of Regulations.

12. The Parties agree that the students and staff of the COLLEGE participating in the EMS Program are not employees or agents of the PROVIDER, nor shall they become employees or agents of the PROVIDER by virtue of their participation in the EMS Program, but shall be subject to and shall abide by all PROVIDER rules, regulations and policies, including, but not limited to: those governing professional conduct, confidentiality, affirmative action, substance abuse, and Blood Borne Pathogen Control Plan. In the event that a student fails or refuses to do so, the PROVIDER reserves the right to deny the use of its facilities by such students.

13. Each student in the EMS Program, prior to beginning field time with the PROVIDER, shall provide documentation of health status to the EMS Program Director including: documentation of negative TB test within the previous year, and current Hepatitis B vaccination. Each paramedic student in the EMS Program will have one (1) year and 2,000 hours of pre-hospital experience prior to beginning field time with the PROVIDER.

14. The number of students participating in the EMS Program who are assigned to the PROVIDER shall be determined by mutual agreement of the Parties.

15. Students are not authorized to drive any PROVIDER vehicle, but may ride in such vehicles during their participation in this program when driven by a PROVIDER employee.

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

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

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

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

(b) Subjecting an eligible person to segregation or separate treatment in any manner related to his/her receipt of any service or benefit, except when necessary for infection control.

(c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
(d) Treatment of an eligible person differently from others in determining whether he/she has satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided the same or similar service or benefit.

(e) The assignment of times or places for the provision of services on the basis of race, religion, color, creed, ancestry, sexual preference, marital status, medical condition, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

18. Students enrolled in the EMS Program are provided coverage under the COLLEGE’S professional liability insurance. The COLLEGE shall provide certificates of insurance to the PROVIDER on or before the effective date of this Agreement. The certificates of insurance shall indicate that the respective insurance policies shall be maintained throughout the term of this Agreement. The COLLEGE shall add PROVIDER as an additional covered party under its general liability coverage with a JPA. Additional Insured status is limited to liability arising from the acts or omission of RCCD students or employees. PROVIDER shall be given notice, in writing, at least thirty (30) days in advance of any cancellation, modification or reduction in coverage. RCCD shall obtain coverage through a program of self-insurance and coverage from a JPA.

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

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

21. This Agreement shall be effective upon execution by both Parties and shall continue in force until terminated by either party. The Agreement may be terminated by either party with or without cause at any time upon one (1) month written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE EMS Program may be permitted to complete their training pursuant to and under this Agreement in the sole discretion of the PROVIDER on the condition the COLLEGE agrees to continue the effectiveness of the provisions of this Agreement with regard to the students.

22. The PROVIDER may provide training experience to students of the EMS Program in other healthcare fields offered by the COLLEGE upon receipt by the PROVIDER of requests for such training and the provision of administrative evaluations by the PROVIDER of the availability of PROVIDER resources for such training and the written consent of both Parties to this Agreement.

23. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith. This Agreement may be amended only upon the written and mutual consent of the Parties hereto.

24. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

25. **Notices.** Any notices required to be given under this Agreement shall be given by regular mail, postage prepaid, addressed as follows:
Or to such other address (es) as the Parties may hereafter designate.

26. **Jurisdiction, Venue, Attorney’s Fees:** This Agreement is to be constructed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Los Angeles, State of California. Should any action, suit or proceeding be brought to enforce or to interpret the provisions of the Agreement or as a result of alleged breach of any provision of this Agreement, the prevailing party in such action, suit or proceeding shall be entitled to costs and expenses, including reasonable attorney’s fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include such an award thereof.

27. **Assignment:** This Agreement shall not be assigned by either party without the prior written consent of the other party.

28. **Waiver of Subrogation Rights:** The COLLEGE shall require the carriers of all required insurance policies to waive all Rights of Subrogation against the PROVIDER, Desert Ambulance Service, Inc., or their officers, officials, employees, agents, volunteers, contractors and subcontractors.

29. **Authority:** The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of the Parties.

30. **Counterparts:** This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.
IN WITNESS WHEREOF, the Parties as agree that the effective date of this Agreement shall be the date of the last Party to execute the Agreement.

By: ____________________________       By:  ____________________________
Desert Ambulance Service, Inc.   Riverside Community College District
Dr. James Buysse

Date: __________________________           Date:  ______________________________
Report No.: V-A-6-c                                      Date:  October 18, 2005

Subject:  Agreement with The Flyn Corporation

Background: Presented for the Board’s review and consideration is a proposed agreement between Riverside Community College District and the Flyn Corporation to supply externship opportunities to Emergency Medical Services, EMS, students. The EMS department believes that the benefits of the agreement outweigh the risks and is asking the Board for a waiver of the additional insured and hold harmless provision. The term of this amendment begins October 19, 2005 and continues until terminated by either party. Funding Source: No cost to the District.

This agreement has been reviewed by Ed Godwin, Director, Administrative Services; Sylvia Thomas, Associate Vice Chancellor, Instruction; and Ronald Vito, District Dean, Occupation Education.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 until terminated, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by:  Lisa Conyers
Dean of Instruction
Chris Nollette
Director, Emergency Medical Services Program
COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT

THIS COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT (hereinafter referred to as “Agreement”) is entered into on this 19th day of October by and between the Riverside Community College District, Riverside, California, (hereinafter referred to as “the COLLEGE”) and The Flyn 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
The PROVIDER. The instructors and the Director of the EMS Program shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio shall not exceed the ratio listed for the EMS Program in accordance with the State of California EMT-I and EMT-P policies.

5. The COLLEGE shall provide each new instructor an opportunity to participate in an orientation with the PROVIDER. This orientation shall be arranged through mutual agreement of the COLLEGE and the PROVIDER.

6. The COLLEGE shall provide all instructional supplies and equipment as needed for the EMS Program, except those which the PROVIDER hereinafter specifically agrees to provide.

7. The COLLEGE shall provide administrative functions, including admission, counseling, scheduling, attendance, accounting, and achievement records in connection with the EMS Program.

8. The COLLEGE shall furnish copies of class schedules and student rotation assignments to the PROVIDER, prepared by the EMS Program Director after consultation with the PROVIDER.

9. The PROVIDER shall provide the following:
   (a) Full cooperation on its part to help ensure success of the EMS Program.
   (b) The cooperation and counsel of the PROVIDER’S administrative and professional staff in the operation of the EMS Program, in accordance with this Agreement.
   (c) Equipment and supplies needed for instruction within the individual areas where students are assigned, after consultation with the EMS Program Director.
   (d) As broad an experience as possible with opportunities for observation, participation, and independent activity involving patient contact through the program(s) offered by the PROVIDER.
   (e) Ultimate control and responsibility for supervision and oversight of patient care at all times.

10. The PROVIDER shall retain ultimate control and responsibility for supervision and
oversight of patient care at all times.

11. Should emergency treatment be necessary for students in the event of accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE’S worker’s compensation coverage by filing a completed claim form with the COLLEGE’S Risk Management Department. It will be the duty and obligation of the COLLEGE to insure that a claim is properly filed with the COLLEGE’s Risk Management Department. The Parties agree that the standards of the EMS Program shall be maintained at a level equal to or exceeding those required by the State of California as outlined in Title 22 of the Code of Regulations.

12. The Parties agree that the students and staff of the COLLEGE participating in the EMS Program are not employees or agents of the PROVIDER, nor shall they become employees or agents of the PROVIDER by virtue of their participation in the EMS Program, but shall be subject to and shall abide by all PROVIDER rules, regulations and policies, including, but not limited to: those governing professional conduct, confidentiality, affirmative action, substance abuse, and Blood Borne Pathogen Control Plan. In the event that a student fails or refuses to do so, the PROVIDER reserves the right to deny the use of its facilities by such students.

13. Each student in the EMS Program, prior to beginning field time with the PROVIDER, shall provide documentation of health status to the EMS Program Director including: documentation of negative TB test within the previous year, and current Hepatitis B vaccination. Each paramedic student in the EMS Program will have one (1) year and 2,000 hours of pre-hospital experience prior to beginning field time with the PROVIDER.

14. The number of students participating in the EMS Program who are assigned to the PROVIDER shall be determined by mutual agreement of the Parties.

15. Students are not authorized to drive any PROVIDER vehicle, but may ride in such vehicles during their participation in this program when driven by a PROVIDER employee.

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

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

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

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

(b) Subjecting an eligible person to segregation or separate treatment in any manner related to his/her receipt of any service or benefit, except when necessary for infection control.

(c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
(d) Treatment of an eligible person differently from others in determining whether he/she has satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided the same or similar service or benefit.

(e) The assignment of times or places for the provision of services on the basis of race, religion, color, creed, ancestry, sexual preference, marital status, medical condition, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

18. Students enrolled in the EMS Program are provided coverage under the COLLEGE’s professional liability insurance. The COLLEGE shall provide certificates of insurance to the PROVIDER on or before the effective date of this Agreement. The certificates of insurance shall indicate that the respective insurance policies shall be maintained throughout the term of this Agreement. The COLLEGE shall add PROVIDER as an additional covered party under its general liability coverage with a JPA. Additional Insured status is limited to liability arising from the acts or omission of RCCD students or employees. PROVIDER shall be given notice, in writing, at least thirty (30) days in advance of any cancellation, modification or reduction in coverage. RCCD shall obtain coverage through a program of self-insurance and coverage from a JPA.

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

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

21. This Agreement shall be effective upon execution by both Parties and shall continue in force until terminated by either party. The Agreement may be terminated by either party with or without cause at any time upon one (1) month written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE EMS Program may be permitted to complete their training pursuant to and under this Agreement in the sole discretion of the PROVIDER on the condition the COLLEGE agrees to continue the effectiveness of the provisions of this Agreement with regard to the students.

22. The PROVIDER may provide training experience to students of the EMS Program in other healthcare fields offered by the COLLEGE upon receipt by the PROVIDER of requests for such training and the provision of administrative evaluations by the PROVIDER of the availability of PROVIDER resources for such training and the written consent of both Parties to this Agreement.

23. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith. This Agreement may be amended only upon the written and mutual consent of the Parties hereto.

24. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

25. **Notices.** Any notices required to be given under this Agreement shall be given by regular mail, postage prepaid, addressed as follows:
26. **Jurisdiction, Venue, Attorney’s Fees:** This Agreement is to be constructed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Los Angeles, State of California. Should any action, suit or proceeding be brought to enforce or to interpret the provisions of the Agreement or as a result of alleged breach of any provision of this Agreement, the prevailing party in such action, suit or proceeding shall be entitled to costs and expenses, including reasonable attorney’s fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include such an award thereof.

27. **Assignment:** This Agreement shall not be assigned by either party without the prior written consent of the other party.

28. **Waiver of Subrogation Rights:** The COLLEGE shall require the carriers of all required insurance policies to waive all Rights of Subrogation against the PROVIDER, The Flyn Corporation, Lynch Ambulance, or their officers, officials, employees, agents, volunteers, contractors and subcontractors.

29. **Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of the Parties.

30. **Counterparts.** This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.
IN WITNESS WHEREOF, the Parties as agree that the effective date of this Agreement shall be the date of the last Party to execute the Agreement.

By: ____________________________       By: ____________________________
The Flyn Corporation       Riverside Community College District
Lynch Ambulance            Dr. James Buysse

Date: __________________________           Date: __________________________
Subject: Memorandum of Understanding with Nuvie District

Background: Presented for the Board’s review and consideration is a Memorandum of Understanding between Riverside Community College District and Nuvie School District. The Gates Foundation has awarded $400,000.00, over a five-year period, to the College District that will be used to plan for the establishment of Nuvie Bridge Early College High School. Term of agreement shall be from October 19, 2005, to August 31, 2010. Funding Source: Gates Foundation Grant.

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

Recommended Action: It is recommended the Board of Trustees approve the Memorandum of Understanding, from October 19, 2005, to August 31, 2010, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Lisa Conyers
Dean of Instruction
MEMORANDUM OF UNDERSTANDING
BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND
NUVIEW UNION SCHOOL DISTRICT FOR THE ESTABLISHMENT OF
NUVIEW BRIDGE EARLY COLLEGE HIGH SCHOOL

Riverside Community College District (RCCD) and Nuview Union School District (NUSD) agree to the following Memorandum of Understanding regarding the establishment of the Nuview Bridge Early College High School.

WHEREAS, the parties to this Memorandum of Understanding desire to establish, in accordance with the laws of the State of California, an Early College High School, serving grades 9 – 12, and provide the following opportunities for at-risk students including students of color, low-income students, first-time college goers, and students who are English language learners and other high school students for whom a smooth transition into postsecondary education is now problematic:

- Completion of high school requirements and award of high school diploma AND
- Completion of community college A.A./A.S. degree AND/OR
- Completion of requirements to transfer to a four-year university AND/OR
- Complete a vocational certificate program that will lead to employment with a family-sustaining wage. Examples of a certificate program may include allied health or computer applications and office technologies.

In carrying out this contract, the Nuview Bridge Early College High School shall not discriminate against any student, employee, or applicant for attendance or employment because of race, color, religion, national origin, sex, age (as defined by law) or disability in employment.

WHEREAS, Early College High Schools are demonstration schools aligned with Early College High School Initiative Core Principles and Attributes supported by the Bill and Melinda Gates Foundation as part of this foundation’s support for national high school reform with special emphasis in selected states including California;

WHEREAS, Early College High Schools are small schools with enrollments of 400 or fewer students and for which a planning period commenced December 1, 2004, to plan for classes for 9th graders to begin in the fall of 2005;
WHEREAS, Early College High Schools prepare high school students for successful
career and educational futures through a full integration of high school, college, and the world
of work, improve academic performance and self-concept, and increase high school and
college/university completion rates;

WHEREAS, Nuview Bridge Early College High School is an autonomous school with
its own California Department of Education number and is located on a site that allows for the
development of a college culture on or near the college campus;

WHEREAS, Nuview Bridge Early College High School will be operationally and
financially self sustaining at the conclusion of the grant period;

WHEREAS, Nuview Bridge Early College High School agrees to provide notices to
students, parents, employees and the general public that all educational programs are available
without regard to race, color, religion, national origin, sex or disability. Further, the Nuview
Early College High School shall provide non-discrimination notices in all newsletters, annual
reports, administrative reports, program information, handbooks, application forms and all
promotional materials disseminated.

NOW, THEREFORE, the parties to this Memorandum of Understanding mutually
agree as follows:

1. AGREEMENT TERM: The term of this agreement shall be from October 19, 2005, to
   August 31, 2010.

2. GOVERNANCE:

   RCCD agrees to:

   Provide a college liaison to the Initiative.

   NUSD agrees to:

   Provide a principal to the high school; and

   Provide teachers to the high school.
3. GRADES AND PROVISION OF COURSES:

RCCD agrees to:

Provide transcripts, credits for college courses, and degree requirements for college courses completed by ECHS students.

NUSD agrees to:

Provide transcripts, credits for high school courses completed by ECHS students, and access to high school graduation requirements.

4. COURSE COMPLIANCE

RCCD agrees to:

Provide quality faculty instructors to ensure that course goals and standards are understood and followed.

NUSD agrees to:

Provide quality, credentialed instructors to meet course goals and standards.

5. INSTRUCTORS:

RCCD agrees to:

Provide instructors that meet the college’s academic standards.

NUSD agrees to:

Provide instructors that meet the required quality standards.
6. FACILITIES:

RCCD agrees to:

Provide facilities for college courses that will be conducted for Early College High School students. Students shall be granted access to instructional and non-instructional facilities.

NUSD agrees to:

Provide any required facilities for Early College High School students. Students shall be granted access to instructional and non-instructional facilities.

7. TUITION AND COSTS:

RCCD agrees to:

Exempt ECHS students from enrollment fees (not including health and student services fees).

NUSD agrees to:

Work with the College to ensure funding of enrollment fees; and to fund other instructional expenses.

8. BOOKS AND SUPPLEMENTAL MATERIALS:

NUSD agrees to:

Fund books and other instructional materials.
9. ENROLLMENT:

RCCD agrees to:

Assist Early College High School students in enrolling in the college.

NUSD agrees to:

Assist Early College High School students in enrolling in high school classes.

10. INSTRUCTIONAL CALENDAR:

RCCD agrees to:

Provide an instructional calendar for credit courses to be taken on its campus.

NUSD agrees to:

Provide an instructional calendar for courses to be taken on its campus.

11. STUDENT CONDUCT:

RCCD agrees to:

Provide Early College High School students with College regulations regarding facilities and equipment usage, and codes of conduct.

NUSD agrees to:

Provide Early College High School students with District regulations regarding facilities and equipment usage, and codes of conduct.
12. SAFETY

RCCD agrees to:

Provide a safe environment, as for all students in attendance.

NUSD agrees to:

Provide a safe environment and notification to the students’ parents/guardians of any accident or illness of Early College High School students.

13. EVALUATION

RCCD agrees to:

Participate in ECHS evaluation activities, including the Early College High School Student Information System, with appropriate protections and assurances to its students, their families, and teachers.

NUSD agrees to:

Participate in ECHS evaluation activities including the Early College High School Student Information System, with appropriate protections and assurances to its students, their families and teachers.

14. INDEMNIFICATION AND HOLD HARMLESS

It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold NUSD and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this MOU. It is mutually agreed and understood that, during the term of this MOU, NUSD shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of NUSD, its officers and employees, arising out of, under, pursuant to or in connection with this MOU.
15. AMENDMENT, RENEWAL, AND TERMINATION OF AGREEMENT

This Memorandum of Understanding may be amended by mutual written agreement of both parties. RCCD and NUSD reserve the right to terminate this MOU upon service of written notice to the other party 30 days prior to the date of termination. In this event, the date of termination will be the day after the end of the semester during which the 30-day period expires.

IN WITNESS THEREOF, the parties have duly approved THIS AGREEMENT, EXECUTED on this 19 day of October 2005.

Riverside Community College District

By: ________________________________
   Dr. James Buysse
   Vice Chancellor, Administration and Finance

Nuview Union School District

By: ________________________________
   Dr. Jay Hoffman
   Superintendent
Background: Presented for the Board’s consideration and review are affiliation agreements for clinical training sites between Riverside Community College District and Mission Family Medical Group and Moreno Valley Urgent Care. These agreements provide a venue for training physician assistant students in family practice settings. Each agreement is for a one-year period beginning October 19, 2005 through October 18, 2006. Funding source: No cost to the District.

These agreements have each been reviewed by Sylvia Thomas, Associate Vice Chancellor, Instruction, and Ed Godwin, Director, Administrative Services, and Ron Vito, District Dean, Occupational Education.

Recommended Action: It is recommended that the Board of Trustees approve the Affiliation Agreements, for October 19, 2005 through October 18, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Lisa Conyers,
Dean of Instruction
Delores Middleton, Program Director
Physician Assistant Program
RIVERSIDE COMMUNITY COLLEGE
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Physician Assistant clinical training (“Agreement”) dated as of October 19, 2005, entered into by and among the Riverside Community College District (RCCD) and Mission Family Medical Group (“Facility”), located at 31720 Highway 79, Suite 100, Temecula, CA.

WHEREAS, Riverside Community College District has established curriculum for students in Physician Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Hospitals, Clinics and Medical Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. GENERAL INFORMATION
   A. This Agreement governs the establishment and operation of physician assistant clinical training at the Facility. RCCD and the Facility may make arrangements for physician assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD
   RCCD SHALL:
   A. Develop the curriculum for the Physician Assistant Program.
   
   B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
   
   C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
   
   D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.
E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility’s designated representatives prior to commencement of each clinical rotation on the following matters:
   Student schedules;
   Placement of students in clinical assignments;
   Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

F. Shall instruct its physician assistant students, employees and instructors to maintain the confidentiality of any and all patient and other proprietary information received in the course of the clinical training. Students and instructors are not to discuss, transmit or narrate in any form any patient information of a personal nature, medical or otherwise without patient informed consent. Nothing in this paragraph will prevent students, employees or instructors from providing necessary information to the Risk Management Department. The Risk Management Department will maintain the confidentiality of this information.

G. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
   1. Name, address and telephone number;
   2. Healthcare providers and/or health insurance; and
   3. All other reasonable information about the RCCD and students as requested by the Facility.

H. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.

I. Provide RCCD students with orientation information about the Facility in accord with any orientation presented by the Facility to RCCD instructors.

J. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

III. OBLIGATIONS OF FACILITY

   FACILITY SHALL:
   A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.

   B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.
C. Provide, when possible, a reasonable amount of storage space for RCCD instructional materials and reasonable classroom or conference room space at the Facility for use in the RCCD Program.

D. Designate a member of the Facility staff to participate with the Programs’ administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.

E. Permit designated personnel at the Facility to participate in the clinical training to enhance the students’ education so long as such participation does not interfere with the personnel’s regular service commitments.

F. Have the right to demand that RCCD withdraw from the Facility any student, instructor or employee who the Facility determines is not performing satisfactorily or is not complying with the Facility’s policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student, instructor or employee, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student, instructor or employee.

G. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student, instructor and employee.

H. Arrange an orientation to the Facility for the RCCD administrators and instructors.

I. Retain ultimate professional and administrative accountability for all patient care.

J. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.

K. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.

L. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.

M. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.
IV. INSURANCE

A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, (1) comprehensive general liability insurance to cover each party’s employees and instructors while at the Facility at levels of not less than One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and instructors at levels of not less than One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) annual aggregate. The insurance requirements specified in this Section IV.A. may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.

B. The RCCD shall ensure that each student maintains in full force and effect, and written by outside carriers acceptable to the Facility, professional liability insurance to cover RCCD students at levels of not less than One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) annual aggregate. RCCD shall ensure that the Facility receive thirty (30) days written notice prior to the effective date of any material change to or cancellation of such professional liability policy.

C. Each party shall extend its usual workers’ compensation insurance to cover all employees who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a certification requirement. Therefore, RCCD students are not to be considered employees of either the RCCD or the Facility for purposes of workers’ compensation, employee benefit programs or any other purpose.

D. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.

E. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

V. INDEMNIFICATION

A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as “Indemnitees” or individually as “Indemnitee”) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.
B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as ‘Indemnitees’ or individually as ‘Indemnitee’) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions of RCCD students in the conduct of patient care.

C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of the Facility, their officer, partners, employees or agents, arising out of in any way connected with the performance of their obligations under this Agreement. The foregoing indemnity and hold harmless obligation of the Facility includes and applies without limitation to injury or damage to RCCD, patients, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.

D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION
RCCD recognizes that the Facility as federal government contractors are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include the following:

A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).
B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.

C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

The parties expressly understand and agree that:

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility, their employees, students, partners, or agents, but rather in an agreement by and among independent contractors. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other parties. Facility shall not be responsible to the RCCD, RCCD students, employees, instructors or agents or to any governing body for any payroll-related taxes or any other employment related liability in connection with the performance of services by RCCD, RCCD students, employees, instructors or agents under this Agreement. It is expressly understood that RCCD will be responsible for all legally required tax withholding for itself and its students, employees, instructors and agents as may be applicable. RCCD warrants that it will comply with all applicable federal, state and local laws, including, but not limited to, wage and hour laws and employment discrimination laws. It is expressly understood that none of RCCD students, employees, instructors and agents who are providing services hereunder are employees of the Facility for any purpose, including but not limited to, employee welfare and pension benefits of employment, workers’ compensation, disability insurance or compensation for services or any other fringe benefits of employment. RCCD will notify the Facility of any change (including, but not limited to, the tax withholding status) in the employer/employee relationship between RCCD and those individuals providing services under this Agreement. Neither RCCD nor any of its students, instructors, employees or agents shall receive any compensation from the Facility.

VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility,
publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

IX. MODIFICATION
No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

X. SURVIVING SECTIONS
All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

XI. ASSIGNMENT
This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

XII. RULES OF CONSTRUCTION
The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XIII. ENTIRE AGREEMENT
This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XIV. JURISDICTION
This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

XV. EXECUTION
This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto. This Agreement shall be effective for a period of one year from the date of the Agreement set forth herein above when executed by both parties. This Agreement will be automatically renewed annually after appropriate review by both parties unless otherwise indicated in writing by one of the
parties at least thirty (30) days prior to the end of the period. This Agreement may be
terminated by either party after giving the other party thirty (30) days advanced written
notice of its intention to terminate. Such termination shall not be effective for any
student who, at the date of mailing such termination, was participating satisfactorily in
the Program until the student has completed the program for then current academic
session.

XVI. SEVERABILITY
The provisions of this Agreement are specifically made severable. If any clause,
provision, right and/or remedy provided herein is unenforceable or inoperative, the
remainder of this Agreement shall be enforced as if such clause, provision, right and/or
remedy were not contained herein.

XII. AUTHORIZATION
The undersigned individuals represent that they are fully authorized to execute this
Agreement on behalf of the named parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day
and year first written above.

RCCD
Riverside Community College District
By: _________________________________
Printed: James Buysse
Title: Administration and Finance
Date: __________________________

FACILITY
Mission Family Medical Group
By: _________________________________
Printed: Curtiss Coombs, M.D.
Title: _______________________________
Date: __________________________

AND

By: _________________________________
Printed: John Schoonmaker, D.O.
Title: _______________________________
Date: __________________________
RIVERSIDE COMMUNITY COLLEGE
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Physician Assistant clinical training ("Agreement") dated as of October 19, 2005, entered into by and among the Riverside Community College District (RCCD) and Moreno Valley Urgent Care ("Facility"), located at 12199 Heacock Street, Suite #6, Moreno Valley, CA.

WHEREAS, Riverside Community College District has established curriculum for students in Physician Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Hospitals, Clinics and Medical Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. GENERAL INFORMATION
   A. This Agreement governs the establishment and operation of physician assistant clinical training at the Facility. RCCD and the Facility may make arrangements for physician assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD
RCCD SHALL:
   A. Develop the curriculum for the Physician Assistant Program.

   B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.

   C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.

   D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.
E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility’s designated representatives prior to commencement of each clinical rotation on the following matters:
   Student schedules;
   Placement of students in clinical assignments;
   Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

F. Shall instruct its physician assistant students, employees and instructors to maintain the confidentiality of any and all patient and other proprietary information received in the course of the clinical training. Students and instructors are not to discuss, transmit or narrate in any form any patient information of a personal nature, medical or otherwise without patient informed consent. Nothing in this paragraph will prevent students, employees or instructors from providing necessary information to the Risk Management Department. The Risk Management Department will maintain the confidentiality of this information.

G. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
   1. Name, address and telephone number;
   2. Health care providers and/or health insurance; and
   3. All other reasonable information about the RCCD and students as requested by the Facility.

H. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.

I. Provide RCCD students with orientation information about the Facility in accord with any orientation presented by the Facility to RCCD instructors.

J. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

III. OBLIGATIONS OF FACILITY

FACILITY SHALL:
A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.

B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.
C. Provide, when possible, a reasonable amount of storage space for RCCD instructional materials and reasonable classroom or conference room space at the Facility for use in the RCCD Program.

D. Designate a member of the Facility staff to participate with the Programs’ administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.

E. Permit designated personnel at the Facility to participate in the clinical training to enhance the students’ education so long as such participation does not interfere with the personnel’s regular service commitments.

F. Have the right to demand that RCCD withdraw from the Facility any student, instructor or employee who the Facility determines is not performing satisfactorily or is not complying with the Facility’s policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student, instructor or employee, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student, instructor or employee.

G. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student, instructor and employee.

H. Arrange an orientation to the Facility for the RCCD administrators and instructors.

I. Retain ultimate professional and administrative accountability for all patient care.

J. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.

K. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.

L. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.

M. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.
IV. INSURANCE
A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, (1) comprehensive general liability insurance to cover each party’s employees and instructors while at the Facility at levels of not less than One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and instructors at levels of not less than One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) annual aggregate. The insurance requirements specified in this Section IV.A. may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.

B. The RCCD shall ensure that each student maintains in full force and effect, and written by outside carriers acceptable to the Facility, professional liability insurance to cover RCCD students at levels of not less than One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) annual aggregate. RCCD shall ensure that the Facility receive thirty (30) days written notice prior to the effective date of any material change to or cancellation of such professional liability policy.

C. Each party shall extend its usual workers’ compensation insurance to cover all employees who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a certification requirement. Therefore, RCCD students are not to be considered employees of either the RCCD or the Facility for purposes of workers’ compensation, employee benefit programs or any other purpose.

D. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.

E. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

V. INDEMNIFICATION
A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as “Indemnites” or individually as “Indemnitee”) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.
B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as ‘Indemnitees’ or individually as ‘Indemnitee’) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions of RCCD students in the conduct of patient care.

C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of the Facility, their officer, partners, employees or agents, arising out of in any way connected with the performance of their obligations under this Agreement. The foregoing indemnity and hold harmless obligation of the Facility includes and applies without limitation to injury or damage to RCCD, patients, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.

D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility as federal government contractors are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include the following:

A. The nondiscrimination and affirmative action clauses contained in: Executive Order 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).
B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contacts awarded by federal agencies.

C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

The parties expressly understand and agree that:

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility, their employees, students, partners, or agents, but rather in an agreement by and among independent contractors. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other parties. Facility shall not be responsible to the RCCD, RCCD students, employees, instructors or agents or to any governing body for any payroll-related taxes or any other employment related liability in connection with the performance of services by RCCD, RCCD students, employees, instructors or agents under this Agreement. It is expressly understood that RCCD will be responsible for all legally required tax withholding for itself and its students, employees, instructors and agents as may be applicable. RCCD warrants that it will comply with all applicable federal, state and local laws, including, but not limited to, wage and hour laws and employment discrimination laws. It is expressly understood that none of RCCD students, employees, instructors and agents who are providing services hereunder are employees of the Facility for any purpose, including but not limited to, employee welfare and pension benefits of employment, workers’ compensation, disability insurance or compensation for services or any other fringe benefits of employment. RCCD will notify the Facility of any change (including, but not limited to, the tax withholding status) in the employer/employee relationship between RCCD and those individuals providing services under this Agreement. Neither RCCD nor any of its students, instructors, employees or agents shall receive any compensation from the Facility.

VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility,
publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

IX. MODIFICATION
   No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

X. SURVIVING SECTIONS
   All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

XI. ASSIGNMENT
   This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

XII. RULES OF CONSTRUCTION
   The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XIII. ENTIRE AGREEMENT
   This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XIV. JURISDICTION
   This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

XV. EXECUTION
   This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto. This Agreement shall be effective for a period of one year from the date of the Agreement set forth herein above when executed by both parties. This Agreement will be automatically renewed annually after appropriate review by both parties unless otherwise indicated in writing by one of the
parties at least thirty (30) days prior to the end of the period. This Agreement may be
terminated by either party after giving the other party thirty (30) days advanced written
notice of its intention to terminate. Such termination shall not be effective for any
student who, at the date of mailing such termination, was participating satisfactorily in
the Program until the student has completed the program for then current academic
session.

XVI. SEVERABILITY
The provisions of this Agreement are specifically made severable. If any clause,
provision, right and/or remedy provided herein is unenforceable or inoperative, the
remainder of this Agreement shall be enforced as if such clause, provision, right and/or
remedy were not contained herein.

XII. AUTHORIZATION
The undersigned individuals represent that they are fully authorized to execute this
Agreement on behalf of the named parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day
and year first written above.

RCCD                       FACILITY
Riverside Community College District        Moreno Valley Urgent Care

By: ____________________________  By: ___________________________
Printed: James Buysse       Printed: James A. Harrison, M.D.
Vice Chancellor             Title: Administration and Finance
Title: Administration and Finance
Date: _________________________  Date: _________________________
Subject: Agreement with Nicki Bywater

Background: Attached for the Board’s review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Nicki Bywater, to conduct four (4) three-hour workshops during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of $50.00 per hour; total expenses will not exceed $600.00. The workshops are being held to fulfill the requirements of the Foster and Kinship Care Education Program. Funding source: Foster and Kinship Care Education Grant.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed $600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
Dean, Workforce Preparation
Michael Wright
Director, Workforce Preparation, Grants and Contracts
WORKSHOP FACILITATOR AGREEMENT
BETWEEN

NICKI BYWATER
AND

RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19th day of October 2005, between Nicki Bywater, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning October 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of $50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct four (4) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed $600.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.

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

4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.

4.04 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.

4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations contained in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause
required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government sub-Facilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

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

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

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

James L. Buysse
Vice Chancellor, Administration & Finance

Date

Facilitator

Nicki Bywater

Date
EXHIBIT A

Facilitator Agreement between
Nicki Bywater
and
Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of four (4) 3-hour workshop to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas on beginning October 19, 2005 through June 30, 2006. The workshop will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program.

DELIVERABLES

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

- Conduct four 3-hour workshops per month as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of $600.00, for the delivery of four (4) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of $50.00 per hour. If the Facilitator is not able to render all services outlined in “Exhibit A”, the Facilitator will be paid an amount commensurate with the number of service hours rendered.
Subject: Agreement with Dan Crain

Background: Attached for the Board’s review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Dan Crain, to conduct four (4) three-hour workshops during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of $50.00 per hour; total expenses will not exceed $600.00. The workshops are being held to fulfill the requirements of the Foster and Kinship Care Education Program. Funding source: Foster and Kinship Care Education Grant.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed $600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
Dean, Workforce Preparation
Michael Wright
Director, Workforce Preparation, Grants and Contracts
WORKSHOP FACILITATOR AGREEMENT
BETWEEN

DAN CRAIN
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19th day of October 2005, between Dan Crain, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning October 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of $50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct four (4) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed $600.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.

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

4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.

4.04 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.

4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause
required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

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

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

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

Facilitator Agreement between
Dan Crain
and
Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of four (4) 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas on beginning October 19, 2005 through June 30, 2006. The workshop will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

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

- Conduct four 3-hour workshops per month as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of $600.00, for the delivery of four (4) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of $50.00 per hour. If the Facilitator is not able to render all services outlined in “Exhibit A”, the Facilitator will be paid an amount commensurate with the number of service hours rendered.
Subject: Agreement with Jill Johnson

Background: Attached for the Board’s review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Jill Johnson, to conduct four (4) three-hour workshops during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of $50.00 per hour; total expenses will not exceed $600.00. The workshops are to fulfill the requirements of the Foster and Kinship Care Education Program. Funding source: Foster and Kinship Care Education Grant.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed $600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
Dean, Workforce Preparation
Michael Wright
Director, Workforce Preparation, Grants and Contracts
WORKSHOP FACILITATOR AGREEMENT BETWEEN

JILL JOHNSON AND

RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19th day of October 2005, between Jill Johnson, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning October 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of $50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct four (4) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed $600.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.

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

4.03 **Assignment and Delegation.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.

4.04 **Treatment of the District Information.** Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

4.05 **Intellectual Property.** All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.

4.06 **ADA/FEHA.** The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations contained in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause...
required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government sub-Facilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

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

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

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

Facilitator

James L. Buysse
Vice Chancellor, Administration & Finance

Jill Johnson

Date

Date
EXHIBIT A

Facilitator Agreement between
Jill Johnson
and
Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of four (4) 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas on beginning October 19, 2005 through June 30, 2006. The workshop will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

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

- Conduct four 3-hour workshops per month as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of $600.00, for the delivery of four (4) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of $50.00 per hour. If the Facilitator is not able to render all services outlined in “Exhibit A”, the Facilitator will be paid an amount commensurate with the number of service hours rendered.
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-d                                                                 Date:  October 18, 2005

Subject: Agreement with Sheralyn Pope

Background: Attached for the Board’s review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Sheralyn Pope, to conduct four (4) three-hour workshops during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of $50.00 per hour; total expenses will not exceed $600.00. The workshops are to fulfill the requirements of the Foster and Kinship Care Education Program. Funding source: Foster and Kinship Care Education Grant.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed $600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
Dean, Workforce Preparation
Michael Wright
Director, Workforce Preparation, Grants and Contracts
WORKSHOP FACILITATOR AGREEMENT
BETWEEN

SHERALYN POPE
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19th day of October 2005, between Sheralyn Pope, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning October 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of $50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct four (4) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed $600.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.

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

4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.

4.04 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.

4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause
required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

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

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

7.03 Independent Contractor. Facilitator, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of the District.
Facilitator Agreement between  
Sheralyn Pope  
and  
Riverside Community College District

SCOPe Of Work

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

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of four (4) 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas on beginning October 19, 2005 through June 30, 2006. The workshop will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

Deliverables

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

- Conduct four 3-hour workshops per month as part of meeting program requirements.

Compensation

This agreed upon total, a maximum of $600.00, for the delivery of four (4) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of $50.00 per hour. If the Facilitator is not able to render all services outlined in “Exhibit A”, the Facilitator will be paid an amount commensurate with the number of service hours rendered.
Subject: Agreement with Michelle Runnels

Background: Attached for the Board’s review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Michelle Runnels, to conduct four (4) three-hour workshops during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of $50.00 per hour; total expenses will not exceed $600.00. The workshops are being held to fulfill the requirements of the Foster and Kinship Care Education Program. Funding source: Foster and Kinship Care Education Grant.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed $600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
Dean, Workforce Preparation
Michael Wright
Director, Workforce Preparation, Grants and Contracts
WORKSHOP FACILITATOR AGREEMENT
BETWEEN

MICHELLE RUNNELS
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19th day of October 2005, between Michelle Runnels, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning October 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of $50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct four (4) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed $600.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.

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

4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.

4.04 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.

4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause
required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government sub-Facilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

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

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

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

Facilitator Agreement between
Michelle Runnels
and
Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of four (4) 3-hour workshop to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas on beginning October 19, 2005 through June 30, 2006. The workshop will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

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

- Conduct four 3-hour workshops per month as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of $600.00, for the delivery of four (4) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of $50.00 per hour. If the Facilitator is not able to render all services outlined in “Exhibit A”, the Facilitator will be paid an amount commensurate with the number of service hours rendered.
Subject: Agreement with Keith Hosea

Background: Attached for the Board’s review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Keith Hosea, to conduct twelve (12) three-hour workshops during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of $50.00 per hour; total expenses will not exceed $1,800.00. The workshops are to fulfill the requirements of the Riverside Community College Foster Youth Emancipation Program. Funding source: Foster Youth Emancipation Grant.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed $1,800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
Dean, Workforce Preparation
Michael Wright
Director, Workforce Preparation, Grants and Contracts
WORKSHOP FACILITATOR AGREEMENT
BETWEEN

KEITH HOSEA
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19th day of October 2005, between Keith Hosea, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning October 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of $50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Riverside Community College Foster Youth Emancipation Program. It is expected that the Facilitator will conduct eight (12) 3-hour workshops during the year. Total payments to the Facilitator are not to exceed $1,800.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.

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

4.03 **Assignment and Delegation.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.

4.04 **Treatment of the District Information.** Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

4.05 **Intellectual Property.** All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.

4.06 **ADA/FEHA.** The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations contained in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part
60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government sub Facilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

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

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

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

Facilitator Agreement between
Keith Hosea
and
Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of twelve 3-hour workshops to participants in the Riverside Community College Foster Youth Emancipation Program in Riverside County beginning October 19, 2005 through June 30, 2006. The workshop will address various issues for youth preparing to emancipate from foster care. Curriculum topics include education options, employment readiness, self esteem, and basic life skills. Specific workshop dates and locations to be determined in consultation with the Director of the Riverside Community College Foster Youth Emancipation Program.

DELIVERABLES

The following will be delivered to Foster Youth participating in the Life Skills Classes as a result of the provision of services described within this scope of work.

- Conduct twelve 3-hour workshops as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of $1,800, for the delivery of twelve (12) three-hour workshops include all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of $50.00 per hour. If the Facilitator is not able to render all services outlined in “Exhibit A”, the Facilitator will be paid an amount commensurate with the number of service hours rendered.
Subject: Agreement with Nathaniel Rodriguez

Background: Attached for the Board’s review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Nathaniel Rodriguez, to conduct twelve (12) three-hour workshops during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of $50.00 per hour; total expenses are not to exceed $1,800.00. The workshops will be held to fulfill the requirements of the Riverside Community College Foster Youth Emancipation Program. Funding source: Foster Youth Emancipation Grant.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed $1,800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
Dean, Workforce Preparation
Michael Wright
Director, Workforce Preparation, Grants and Contracts
WORKSHOP FACILITATOR AGREEMENT
BETWEEN

NATHANIEL RODRIGUEZ
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19th day of October 2005, between Nathaniel Rodriguez, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning October 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of $50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Riverside Community College Foster Youth Emancipation Program. It is expected that the Facilitator will conduct eight (12) 3-hour workshops during the year. Total payments to the Facilitator are not to exceed $1,800.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.

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

4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.

4.04 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.

4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations contained in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part
60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government sub Facilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

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

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

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

Facilitator

____________________________________ ________________________________
James L. Buysse     Nathaniel Rodriguez
Vice Chancellor, Administration & Finance

Date       Date
EXHIBIT A

Facilitator Agreement between
Nathaniel Rodriguez
and
Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of twelve 3-hour workshops to participants in the Riverside Community College Foster Youth Emancipation Program in Riverside County beginning October 19, 2005 through June 30, 2006. The workshop will address various issues for youth preparing to emancipate from foster care. Curriculum topics include education options, employment readiness, self esteem, and basic life skills. Specific workshop dates and locations to be determined in consultation with the Director of the Riverside Community College Foster Youth Emancipation Program.

DELIVERABLES

The following will be delivered to Foster Youth participating in the Life Skills Classes as a result of the provision of services described within this scope of work.

- Conduct twelve 3-hour workshops as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of $1,800, for the delivery of twelve (12) three-hour workshops include all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of $50.00 per hour. If the Facilitator is not able to render all services outlined in “Exhibit A”, the Facilitator will be paid an amount commensurate with the number of service hours rendered.
Subject: Agreement with Rik Rusovik

Background: Attached for the Board’s review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Rik Rusovik, to conduct twelve (12) three-hour workshops during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of $50.00 per hour; total expenses will not exceed $1,800.00. The workshops are being held to fulfill the requirements of the Riverside Community College Foster Youth Emancipation Program. Funding source: Foster Youth Emancipation Grant.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed $1,800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
Dean, Workforce Preparation
Michael Wright
Director, Workforce Preparation, Grants and Contracts
WORKSHOP FACILITATOR AGREEMENT
BETWEEN

RIK RUSOVIK
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19th day of October 2005, between Rik Rusovik, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning October 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of $50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Riverside Community College Foster Youth Emancipation Program. It is expected that the Facilitator will conduct eight (12) 3-hour workshops during the year. Total payments to the Facilitator are not to exceed $1,800.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.

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

4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.

4.04 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.

4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations contained in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part
60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government sub Facilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

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

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

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

Facilitator Agreement between
Rik Rusovik
and
Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of twelve 3-hour workshops to participants in the Riverside Community College Foster Youth Emancipation Program in Riverside County beginning October 19, 2005 through June 30, 2006. The workshop will address various issues for youth preparing to emancipate from foster care. Curriculum topics include education options, employment readiness, self esteem, and basic life skills. Specific workshop dates and locations to be determined in consultation with the Director of the Riverside Community College Foster Youth Emancipation Program.

DELIVERABLES

The following will be delivered to Foster Youth participating in the Life Skills Classes as a result of the provision of services described within this scope of work.

- Conduct twelve 3-hour workshops as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of $1,800, for the delivery of twelve (12) three-hour workshops include all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of $50.00 per hour. If the Facilitator is not able to render all services outlined in “Exhibit A”, the Facilitator will be paid an amount commensurate with the number of service hours rendered.
Subject: Agreement with Lisa White

Background: Attached for the Board’s review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Lisa White, to conduct twelve (12) three-hour workshops during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of $50.00 per hour; total expenses will not exceed $1,800.00. The workshops are being held to fulfill the requirements of the Riverside Community College Foster Youth Emancipation Program. Funding source: Foster Youth Emancipation Grant.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed $1,800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Prepared by: Shelagh Camak
Dean, Workforce Preparation
Michael Wright
Director, Workforce Preparation, Grants and Contracts
WORKSHOP FACILITATOR AGREEMENT
BETWEEN

LISA WHITE
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19th day of October 2005, between Lisa White, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning October 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of $50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Riverside Community College Foster Youth Emancipation Program. It is expected that the Facilitator will conduct eight (12) 3-hour workshops during the year. Total payments to the Facilitator are not to exceed $1,800.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.

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

4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.

4.04 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.

4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations contained in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part
60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government sub Facilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

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

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

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

____________________________________ ________________________________
James L. Buysse     Lisa White
Vice Chancellor, Administration & Finance

____________________________________ ________________________________
Date       Date
EXHIBIT A

Facilitator Agreement between
Lisa White
and
Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of twelve 3-hour workshops to participants in the Riverside Community College Foster Youth Emancipation Program in Riverside County beginning October 19, 2005 through June 30, 2006. The workshop will address various issues for youth preparing to emancipate from foster care. Curriculum topics include education options, employment readiness, self esteem, and basic life skills. Specific workshop dates and locations to be determined in consultation with the Director of the Riverside Community College Foster Youth Emancipation Program.

DELIVERABLES

The following will be delivered to Foster Youth participating in the Life Skills Classes as a result of the provision of services described within this scope of work.

• Conduct twelve 3-hour workshops as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of $1,800, for the delivery of twelve (12) three-hour workshops include all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of $50.00 per hour. If the Facilitator is not able to render all services outlined in “Exhibit A”, the Facilitator will be paid an amount commensurate with the number of service hours rendered.
Subject: Agreement with Diana Esparza

Background: Attached for the Board’s review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Diana Esparza, to assist with the preparation, setup, and cleanup of monthly meetings during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of $75.00 per meeting; total expenses will not exceed $675.00. The workshops are to fulfill the requirements of the Foster and Kinship Education Care Program. Funding source: Foster and Kinship Education Grant.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed $675.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
Dean, Workforce Preparation
Michael Wright
Director, Workforce Preparation, Grants and Contracts
WORKSHOP FACILITATOR AGREEMENT
BETWEEN
DIANA ESPARZA
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19th day of October 2005, between Diana Esparza, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning October 19, 2005, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator a flat rate of $75.00 per workshop to assist in the preparation and cleanup of each meeting to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will assist with the delivery of nine (9) workshops for the year. Total payments to the Facilitator are not to exceed $675.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.

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

4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.

4.04 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.

4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations contained in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part
60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

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

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

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

Facilitator Agreement between
Diana Esparza
and
Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to assist with the purchase of refreshments, set-up, and cleanup of each meeting. Additionally, they will be responsible for ensuring that each participant is registered, has signed the attendance roster, and distribute and collect the program evaluations. The agreement covers those workshops beginning October 19, 2005 through June 30, 2006. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

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

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

COMPENSATION

This agreed upon total, a maximum of $675.00, for assisting with workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the flat rate of $75.00.
Subject: Agreement with Sonia Vela

Background: Attached for the Board’s review and consideration is a Workshop Facilitator Agreement between Riverside Community College District and Sonia Vela, to assist with the preparation, setup, and cleanup of monthly meetings during the year, beginning October 19, 2005 through June 30, 2006. The facilitator will be paid at the rate of $75.00 per meeting; total expenses will not exceed $675.00. The workshops are to fulfill the requirements of the Foster and Kinship Education Care Program. Funding source: Foster and Kinship Education Grant.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through June 30, 2006, for an amount not to exceed $675.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
Dean, Workforce Preparation
Michael Wright
Director, Workforce Preparation, Grants and Contracts
WORKSHOP FACILITATOR AGREEMENT  
BETWEEN  
SONIA VELA  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  

This Agreement, entered into this 19th day of October 2005, between Sonia Vela, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”  

ARTICLE I. TERM OF CONTRACT  

1.01 This Agreement is effective to cover activities beginning October 19, 2005, and will continue in effect until June 30, 2006.  

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR  

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

ARTICLE III. COMPENSATION  

3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator a flat rate of $75.00 per workshop to assist in the preparation and cleanup of each meeting to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will assist with the delivery of nine (9) workshops for the year. Total payments to the Facilitator are not to exceed $675.00.  

ARTICLE IV. OBLIGATIONS OF FACILITATOR  

4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.  

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

4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.

4.04 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.

4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations contained in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause
required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

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

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

7.03 Independent Contractor. Facilitator, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of the District.
Facilitator Agreement between
Sonia Vela
and
Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to assist with the purchase of refreshments, set-up, and cleanup of each meeting. Additionally, they will be responsible for ensuring that each participant is registered, has signed the attendance roster, and distribute and collect the program evaluations. The agreement covers those workshops beginning October 19, 2005 through June 30, 2006. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

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

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

COMPENSATION

This agreed upon total, a maximum of $675.00, for assisting with workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the flat rate of $75.00.
Report No.: V-A-8-a
Date: October 18, 2005

Subject: Agreement with University/Resident Theatre Association, Inc.

Background: Presented for the Board’s review and consideration is an agreement between Riverside Community College District and University/Resident Theatre Association, Inc., to pay U/RTA all fees, benefits, and other charges mutually agreed upon and consistent with the applicable union rules and regulations for Steven Young, who is a member of United Scenic Artists (USA). These services will be used by Performance Riverside for the production of Quilters. Riverside Community College District will send U/RTA a total of $2,923.32, which includes a three percent administrative fee for its services. The term of this agreement is October 19, 2005, through November 20, 2005. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through November 20, 2005, for a total of $2,923.32, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Carolyn L. Quin
Dean, Riverside School for the Arts
The University/Resident Theatre Association, Inc. is offering the CONTRACT MANAGEMENT PROGRAM to schools and theatres who wish to hire professional Designers but are unable to do so. In most instances, the CONTRACT MANAGEMENT PROGRAM allows a college, university or theatre to employ a professional Designer without having the Designer added to their payroll, particularly when the program is unable to make certain necessary payments for the Designer, such as union pension and health, etc.

If your organization wishes to employ a professional Designer under this program, the following general points of information should be considered carefully before further application is made:

1. When contracting a professional Designer for employment, the employer must follow the rules and regulations set forth by the United Scenic Artists (USA), the union of professional designers, which will be happy to supply the terms for any proposed agreement, and these terms must be unconditionally met unless dispensation in writing has been granted by the union’s designated representative.

2. Any agreements between your organization and the Designer are subject to the terms of employment supplied by the Designer’s union, and the Designer should not agree to anything without complete knowledge of those requirements:

3. URTA will advise an organization on the best procedure for contracting a professional Designer, but will not negotiate terms with the Designer’s union, except in special instances which may be handled by an URTA representative through correspondence with the organization.

4. Under union agreements, the employer is expected to pay pension, health, and other benefit payments on the Designer’s behalf. These payments should be taken into consideration when budgeting professional salaries or fees, over and above the gross figure.

5. URTA will be happy to employ the professional Designer, who will be subsequently "loaned" to your organization. URTA will be responsible for the employee paycheck payments, all benefit payments and all end-of-year tax filings. It is understood that URTA will charge a reasonable service fee for this work.

6. To protect the organization, the Designer, and URTA, a LETTER OF SECURITY must be submitted to URTA 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 URTA before any further contracting is done. URTA will, in turn, prepare similar security agreements with USA.

7. In a union contract under the CONTRACT MANAGEMENT PROGRAM, URTA becomes the "producer of record." However, URTA will only serve in this capacity wherever professional employees are concerned. Your organization is expected to meet all terms of any union contract it is using through the CMP.

8. In order to ensure that URTA is fully aware of decisions made regarding the possible hiring of professional Designer, your organization should copy URTA with all pertinent correspondence, and contact URTA before contacting the Designer’s union regarding his/her employment.

The enclosed material should assist you in determining the feasibility of contracting a professional Designer under the CONTRACT MANAGEMENT PROGRAM. In the event that you have any questions, please do not hesitate to contact:

Manager of Contract Services
University/Resident Theatre Association
1560 Broadway, Suite 712
New York, NY 10036
CMP phone: (212) 221-1130 Fax (212) 869-2757
E-Mail: URTAcmp@aol.com

10/3/2003
LETTER OF AGREEMENT

(Cost Basis)

This agreement outlines the various services to be provided by the University/Resident Theatre Association, Inc., hereinafter referred to as U/RTA, to the: (Name of Institution) Riverside Community College District (Performance Riverside), hereinafter referred to as the Presenter, in connection with: (Name of Production) Quilters at the (Actual Name of Theatre) Landis Performing Arts Center for the period beginning (Date) November 11, 2005 and ending (Date) November 20, 2005.

The Presenter agrees to pay U/RTA upon execution of this Letter of Agreement all amounts due up to and including (Closing Date) November 20, 2005 pursuant to the schedule contained cumulatively as Attachments “A”, “B”, “C”. The Presenter further agrees to pay thereafter such amounts as are due pursuant to said schedule and as set forth in the union contracts. It is mutually understood that this Letter of Agreement and Attachments are on a cost basis and all amounts advanced by the Presenter to U/RTA and not expended for authorized costs incurred shall be refunded to the Presenter. Presenter is responsible for any and all monies incurred for the use of the Designer over the estimates listed below. U/RTA agrees to enter into contract with the Designer(s) under the conditions agreed upon between the Designer(s) and the Presenter. U/RTA will undertake to pay all salaries, fees, benefits, and other charges mutually agreed upon and consistent with the applicable union rules and regulations. For its services, U/RTA will charge the Presenter the sum total of the costs involved concerning the Designer services, plus the actual costs of providing said services as detailed in Attachment “B”.

In addition, the Presenter shall indemnify, defend, and hold U/RTA and its executors, administrators, Directors and Officers harmless from and against any and all liabilities, damages, costs, expenses and/or other losses (including reasonable attorney's fees) whatsoever which U/RTA may suffer by and from actions of the Presenter or its employees or Designer hired on its behalf, or arbitration or litigation entered into on behalf of the Presenter or Designer hired on its behalf.

For the services of the Designer(s) and/or listed in Attachment “C” with their scheduled periods and terms of employment, based on salary, fee and per diem information provided, and accepting the liability of union requirements regarding pension and health payments, the Presenter agrees to pay the amount of $2,659.80 and in addition, the service fees for the URTA-CONTRACT MANAGEMENT PROGRAM in the amount determined in Attachment “B”, now estimated to be $279.79 for a total of $2,939.59 to be paid at least two weeks prior to any payments made to the Designer.

Credit shall be provided to U/RTA on the appropriate page of all programs distributed for the above-referenced production(s). Such credit shall read as follows: “This production uses the Contract Management Program of the University/Resident Theatre Association, Inc.”

Either party may cancel this agreement by giving thirty (30) days written notice.

FOR Riverside Community College District FOR University/Resident Theatre Association, Inc.
NAME JIM BUYSSE NAME (Typed)
(Typed)
NAME (Signature)
TITLE VICE CHANCELLOR, ADMINISTRATION & FINANCE
DATE October 19, 2005
Name of Production (s)  Quilters

First Rehearsal Date  October 17, 2005  Opening Date  November 11, 2005

Date of First Day of Last week of Rehearsal  November 7, 2005  Closing Date  November 20, 2005

PRESENTERS MAILING ADDRESS:

Contact Person  Carolyn L. Quin
University/Organization  Riverside Community College District
Department  Performance Riverside
Street Address*  4800 Magnolia Avenue
City, State, Zip  Riverside, CA 92506
Federal ID#  33-0831357  501( c) (3)?  Yes  No  X

*In the event that anything must be sent via FedEx, we require a street address in addition to a PO Box.

Director/Producer/Company/Manager/General Manager in charge of the production(s) with whom U/RTA should be in contact concerning all decisions pertinent to this agreement.

Name (typed) Carolyn L. Quin  Title  Dean, Riverside School for the Arts
Office Telephone w/Area Code  (951) 222-8143  Home  cell:  (760) 831-6774
FAX Telephone w/Area Code  (951) 328-3548  ATTN:  Carolyn Quin
E-Mail  Carolyn.Quin@rcc.edu

Reason for using the U/RTA CONTRACT MANAGEMENT PROGRAM:  Because we hire members of United Scenic Artists as leased employees

Name of Theatre facility where production is to be performed.  Landis Performing Arts Center

If you have had preliminary contact with the SSDC, please list the name(s) and telephone number(s) of the representative(s) you have dealt with:  Johana Castro

U/RTA will prepare payroll checks several days before the actual payday and send them c/o Mr./Mrs./Ms./Dr.  Carolyn L. Quin to be given to the Designer(s) according to the terms of the union agreement. If the paychecks should be sent to an address other than the one written above, please indicate.  See above

Upon signing and returning one (1) copy of the LETTER OF AGREEMENT and all attachments, the payment of the TOTAL ESTIMATED COST figure (payable to U/RTA) described within said agreement will be made to U/RTA as follows:

Amount Due  $ 2,923.32  At U/RTA by (Date)  October 19, 2005

All payments must be sent by registered mail to insure receipt. Please make sure payments are mailed in advance of the due date to allow for delivery time.

PLEASE NOTE THAT PAYMENT IS DUE AT LEAST TWO WEEKS PRIOR TO THE FIRST SCHEDULED PAYMENT TO THE DIRECTOR.

In the event that you are unable to meet the above payment terms, please call the Director of Contract Services at (212) 221-1130 to arrange a payment schedule.
**ATTACHMENT “B”**

**SCHEDULE OF SERVICE FEES**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.1.</td>
<td><strong>ORGANIZATION</strong>: includes establishment of records and files, contracting, union negotiations and clearance, bonding, letters of agreement, pertinent correspondence, long distance phone calls, etc.</td>
<td>$75 per Designer per production</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$125 per Designer per production</td>
</tr>
<tr>
<td>B.2.</td>
<td><strong>MAINTENANCE</strong>: includes three fee payments as required by USA Agreement; pension and health payments and reporting workers’ compensation coverage; postage, etc.*</td>
<td>$125 per Designer per production</td>
</tr>
</tbody>
</table>

* Federal Express fees will be charged on a per use basis, and invoiced at close out of contract.

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.3.</td>
<td><strong>UIRTA OVERHEAD</strong>: 3% of PRESENTERS COST (From Attachment “C”)</td>
<td>$2,644 X 3% = $79.32</td>
</tr>
</tbody>
</table>

**ESTIMATED SERVICE FEE FIGURES:**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.1.</td>
<td><strong>ORGANIZATION</strong></td>
<td>1 Designer(s) X $75.00 = $75.00</td>
</tr>
<tr>
<td>B.2.</td>
<td><strong>MAINTENANCE</strong></td>
<td>1 Designer(s) X $125.00 = $125.00</td>
</tr>
<tr>
<td>B.3.</td>
<td><strong>UIRTA OVERHEAD</strong></td>
<td>$2,644.00 X 3% = $79.32 (Presenters Cost from “C”)</td>
</tr>
</tbody>
</table>

**ESTIMATED TOTAL:** $279.32
ATTACHMENT “C”
DESIGNER TERMS OF EMPLOYMENT AND SALARY

Presenter: Riverside Community College District dba Performance Riverside

Production(s) Quilters

First Rehearsal October 17, 2005 Opening Date November 11, 2005 First Day of Last Week of Rehearsal November 7, 2005

Closing Date November 20, 2005

Designer’s Professional Name Steven Young/To The Moon and Back Lighting Design

Designer’s Name (on Social Security Card) Steven Young

Social Security #

Corporate FIN# (If Any)

Home Address 1134 ½ North Maryland Avenue

Glendale, CA 91207

Telephone (w/Area Code) (818) 243-8711 studio Other Phone Number(s) (949) 795-1388 cell

E-Mail steven@syoungld.com

Type of Contract Independent contractor

Total Payment $ 2,000.00

PRESENTERS CONTRIBUTIONS

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Payment</td>
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</tr>
<tr>
<td>Work. Comp.</td>
<td>17.2%</td>
</tr>
<tr>
<td>Pension &amp; Welfare</td>
<td>15%</td>
</tr>
<tr>
<td>Other (specify)</td>
<td>SS, FICA, unemployment</td>
</tr>
</tbody>
</table>

TOTALS

$ 2,644.00

PRESENTER’S COST (Total Estimated Contributions to be Made by Presenter)

$2,644.00

Artist will be paid according to the following schedule: AGENT APPROVED THE FOLLOWING:

1/3 upon receipt of a signed SSDC contract

1/3 upon opening day

1/3 upon the day after closing date

Designer will be employed on a(n) independent contractor type of Contract.

Reporting date First Rehearsal date Last Date of Contract

Special Terms or conditions of employment:
This Letter will guarantee that Riverside Community College District dba Performance Riverside, will accept the responsibility for reading, understanding and enforcing all of the terms of the USA contract, including Extensions, Billing, Property Rights, Right of First Refusal, Electronic Rights and Arbitration among any others as specified on the USA contract.

It is also agreed that all funds necessary to cover the costs indicated in the Letter of Agreement for the production of Quilters for the period October 19, 2005 through November 20, 2005 will be paid in full to the University/Resident Theatre Association, Inc., by Riverside Community College District dba Performance Riverside.

It is further agreed that Riverside Community College District will accept the responsibility for payment of any and all retroactive costs such as the result of late negotiations and settlements of pertinent contracts, increase in union employee benefits and payments of claims made by any and all USA members on loan to Riverside Community College District as set forth in the pertinent USA contract and, if required, the standard USA Security Agreement.

(Signature)
JIM BUYSSE
(Print or Type)
Vice Chancellor, Administration and Finance
(Title)
On behalf of Riverside Community College District
(Presenter)
October 19, 2005
(Date)
Subject: Agreement with Teri Ralston

Background: Attached for the Board’s review and consideration is a proposed agreement between Riverside Community College District and Teri Ralston for direction and choreography of “Quilters” by Performance Riverside. This agreement includes a stipend of $6,000.00 plus mileage and up to 13 nights lodging. The term of this agreement is October 19, 2005 through November 11, 2005. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for October 19, 2005 through November 11, 2005, for the amount of $6,000.00 plus mileage and up to 13 nights of lodging, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Carolyn L. Quin
Dean, Riverside School for the Arts
AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
TERI RALSTON

THIS AGREEMENT is made and entered into on this 18th day of October, 2005, by and between Teri Ralston, hereinafter referred to as “Consultant” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “District”.

The parties hereto mutually agree as follows:

1. The consultant agrees to provide director and choreographer services for Performance Riverside’s production of “Quilters”, including auditions and production meetings.

2. The services outlined in Paragraph 1 will be provided in Landis Performing Arts Center on the campus of Riverside City College. The District shall provide the consultant adequate working conditions, equipment, and support as appropriate to conduct the services outlined in Paragraph 1.

3. The services rendered by the Consultant are subject to review and supervision by the District’s Chancellor and other designated representatives of the District.

4. The term of this agreement shall be from October 19, 2005, through November 11, 2005.

5. Payment in consideration of this agreement includes a service fee that shall not exceed $6,000.00 payable after receipt of invoice for services provided.

6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.
8. This contract may be cancelled by either party with 15 days advance notice in
writing. Failure to deliver services as requested constitutes reason for cancellation
of this agreement.

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

Riverside Community College District

Teri Ralston

James L. Buysse
Vice Chancellor, Administration and Finance

Consultant

______________________________
Date

______________________________
Date
Subject: Agreement with Karen Rymar

Background: Attached for the Board’s review and consideration is a proposed agreement between Riverside Community College District and Karen Rymar for assistant to the director services of “Quilters” by Performance Riverside. This agreement is for $2,000.00. The term of this agreement is October 19, 2005 through November 11, 2005. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through November 11, 2005, for an amount not to exceed $2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Carolyn L. Quin
Dean, Riverside School for the Arts
AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
KAREN RYMAR  

THIS AGREEMENT is made and entered into on this 18th day of October, 2005, by and between Karen Rymar, hereinafter referred to as “Consultant” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “District”.

The parties hereto mutually agree as follows:

1. The consultant agrees to provide assistant to the director services for Performance Riverside’s production of “Quilters”.

2. The services outlined in Paragraph 1 will be provided in Landis Performing Arts Center on the campus of Riverside City College. The District shall provide the consultant adequate working conditions, equipment, and support as appropriate to conduct the services outlined in Paragraph 1.

3. The services rendered by the Consultant are subject to review and supervision by the District’s Chancellor and other designated representatives of the District.

4. The term of this agreement shall be from October 19, 2005, through November 11, 2005.

5. Payment in consideration of this agreement includes a service fee that shall not exceed $2,000.00 payable after receipt of invoice for services provided.

6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.
8. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

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

Riverside Community College District

James L. Buysse
Vice Chancellor, Administration and Finance

Karen Rymar
Consultant

Date

Date
Subject: Agreement with Laguna Playhouse

Background: Attached for the Board’s review and consideration is a proposed agreement between Riverside Community College District and Laguna Playhouse for props, quilt pieces, set pieces and costume rental services of “Quilters” by Performance Riverside. This agreement requires a $1,000.00 refundable deposit and a rental fee of $2,000.00. The term of this agreement is October 19, 2005 through November 20, 2005 with return of rental materials during the week of November 21, 2005. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 19, 2005 through November 20, 2005, for a $1,000.00 refundable deposit and a rental fee of $2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Carolyn L. Quin
Dean, Riverside School for the Arts
THIS AGREEMENT is made this 20th day of September, 2005, by and between The Laguna Playhouse, a California non-profit corporation, hereinafter referred to as "LESSOR", and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "LESSEE".

LESSOR has exclusive right to possession and control of the following materials:

1. Containers with all "equities" materials, set pieces, set dressing, hand props & floor drop. (Complete inventory list will be in container at pick-up)

2. All costumes (6 dresses), wigs, bonnets, shoes/boots

LESSEE is an organization which desires to utilize the above named materials. It is therefore agreed between the parties hereto as follows:

1. Lease Term
LESSOR shall grant LESSEE the right to use the above named materials for the period from October 10, 2005 to November 21, 2005 (Week of).

2. Cleanup/Return
LESSOR shall, prior to return of above named materials, do all things necessary to return said materials in the same condition as when the lease term commenced; except for ordinary wear and tear, if said materials require cleanup or repair in the sole opinion of LESSOR, LESSEE shall be obligated to pay LESSOR for all expenses for such cleanup or repair.

3. Deposit
LESSER shall pay to LESSOR a deposit of $1,000.00 upon signing this agreement. Upon return of the materials, if said materials do not require cleanup or repair, LESSOR shall refund deposit within fifteen (15) days to LESSEE. If cleanup or repair is necessary, cost of such cleanup or repair shall be deducted from the deposit and LESSOR shall refund any balance of deposit less said costs to LESSEE.

4. Lease Rate
LESSER shall pay to LESSOR a consideration for the use of said materials; the total sum of $2,000.00 payable at time of rental.

LESSOR
THE LAGUNA PLAYHOUSE

BY: WALLY ZUBER

LESSEE RIVERSIDE COMMUNITY COLLEGE DISTRICT

Address: 4600 KENNEDY AVE.
City: RIVERSIDE
State: CA Zip: 92506
Phone: (951) 222-8399

BY: CAROLYN QUIN

COMPANY MANAGER/PROPS COORDINATOR

Name (Printed) CAROLYN QUIN
Title
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-9 Date: October 18, 2005

Subject: Work Ability Agreement with Corona-Norco Unified School District

Background: Presented for the Board’s review and consideration is a Work Ability Agreement between Riverside Community College District and Corona-Norco Unified School District for CNUSD to be a work site for special needs students that are already taking classes at the Norco Campus. These students will provide the Norco Campus with a valuable service while learning real world work skills. The Work Ability Agreement allows the students to work, be paid by the Corona-Norco Unified School District, and be covered by the Corona-Norco Unified School District’s Worker’s Compensation. Students will receive support from a CNUSD resource teacher and a job coach. The term of this agreement is October 2005 through August 2007. Funding source: No cost to the District.

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

Recommended Action: It is recommended that the Board of Trustees approve the WorkAbility Agreement, for October 2005 through August 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the Agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Dawn Lindsay
Dean of Instruction
WorkAbility Student Agreement for Affiliation

THIS AGREEMENT, made and entered into this 18th day of October, 2005, by and between the Corona-Norco Unified School District, hereinafter referred to as "CNUSD," and ____________________________ (supervisor), hereinafter referred to as the "AFFILIATE":

WITNESSETH

WHEREAS, the AFFILIATE supervises at RCC - Norco Campus (name of business) which it is willing to make available to CNUSD, at no cost, for use in the instruction of their students, for the period beginning October 2005 and continuing to and including August 2007;

NOW, THEREFORE, it is agreed by and between the parties hereto that in consideration of the learning experience obtained by the students, the AFFILIATE does hereby agree to provide facilities, tools, equipment, and supplies, as may be necessary for laboratory type learning experience for students of CNUSD. The AFFILIATE shall not be required to pay students during WorkAbility training.

Time schedule and use of areas or departments will be as mutually agreed to by the staff of CNUSD and the AFFILIATE with the knowledge and consent of the managing personnel of the business involved.

IT IS FURTHER UNDERSTOOD AND AGREED by the parties hereto that:

1. The students will be subject to the rules and regulation of the AFFILIATE during the hours they are in their facilities and shall be under the direct supervision of the AFFILIATE and/or managing personnel of the AFFILIATE. AFFILIATE may terminate student as it does with regular employees. CNUSD shall provide to the AFFILIATE necessary consultation services relative to the desired goals for each student.

2. CNUSD and the AFFILIATE shall meet and confer, as needed, to evaluate program progress and to identify and resolve any problems.

3. All transportation to and from the AFFILIATE's place of business shall be the responsibility of the WorkAbility student.

4. CNUSD shall be considered the employer, under Division 4 (commencing with Section 3201) of the Labor Code, of students receiving WorkAbility training.

5. CNUSD agrees to provide each student participant with coverage for Worker's Compensation.

6. Either party may discontinue this affiliation by giving written notice fourteen (14) days in advance of the final date for termination of the affiliation.

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

Corona-Norco Unified School District
2820 Clark Ave.
Norco, CA 92860

Signed: ____________________________
Phone: ____________________________
Date: ____________________________

AFFILIATE
Riverside Community College - Norco
2001 Third Street, Norco, CA 92860

Signed: ____________________________
Date: ____________________________
Subject: Agreement with Ted Baca

Background: Presented for the Board’s review and consideration is an Agreement between Riverside Community College District and Dr. Ted Baca to provide coordination with the RCC President and staff regarding the reorganization of the Academic Affairs Office. The period of the agreement extends from October 19, 2005 through June 30, 2006. The fee for these services is $13,000.00 as well as reimbursement for travel expenses. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for the period of October 19, 2005 through June 30, 2006, in an amount not to exceed $13,000.00 plus travel expenses, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Daniel Castro
President
AGREEMENT BETWEEN
DR. TED BACA, INDEPENDENT CONTRACTOR
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement is effective beginning the 19th day of October, 2005, and will continue through the 30th day of June, 2006, between Riverside Community College District (hereinafter referred to as “Client”) and Dr. Ted Baca, an independent contractor (hereinafter referred to as “Contractor”), having a principal place of business at 2028 Princeton Drive, Barstow, California.

1. Contractor agrees to serve as consultant to the Riverside Community College District. This includes:
   a. Coordination with the Riverside City College President and staff regarding the reorganization of the Academic Affairs Office.
   b. Review of the RCC Academic Affairs Division organizational structure. Review will include all department deans and the current reporting structure.
   c. Review structures at other community colleges.

2. Outcomes
   a. Recommend an organizational structure that will fit the RCC Campus.
   b. Provide data for the developing, recommending and implementing of policies and procedures for the effective operation of the division.

3. Compensation
   a. Contractor will receive $50 per hour for services not to exceed 260 hours ($13,000.00) for the period of the contract.
   b. The Riverside Community College District will pay travel costs and expenses.
   c. Ten (10) days prior to the end of the month, the contractor shall submit to client an invoice for services rendered.

4. Any changes or modifications to this Agreement must be in writing and signed by both parties in order to be effective. Any other prior agreements are superseded by this Agreement.

5. Lastly, this Agreement will be governed by and construed in accordance to the laws of the state of California.

Riverside Community College District: Independent Contractor:

By: ____________________________ By: ____________________________
   James L. Buysse, Vice Chancellor  Ted Baca
   Administration and Finance        Consultant

Date: ____________________________ Date: ____________________________
Report No.: V-A-11 Date: October 18, 2005

Subject: Agreement with Innovative Interfaces

Background: Presented for the Board’s review and consideration is a continuing service agreement between Riverside Community College District and Innovative Interfaces to provide maintenance service on INNOPAC hardware and software equipment in the Digital Library. Innovative Interfaces will provide the Library with new releases of the licensed software modules as long as the hardware and operating system used is sufficient and/or compatible with the requirements of the new release(s). Services will be provided 24 hours a day, 7 days a week. The term of the agreement is July 1, 2005 through June 30, 2006 and includes a service fee of $37,548.00. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for July 1, 2005 through June 30, 2006, for an amount of $37,548.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Cecilia Wong
Executive Dean Library and Learning Resources
a) This Maintenance Agreement will cover all licensed Software and central site hardware ("Hardware), and the B321 barcode reader if applicable.

b) Maintenance of peripheral hardware purchased from Innovative Interfaces is the responsibility of the Library.

c) The term of this Agreement is for the period July 1, 2005 through June 30, 2006 at $37,548 per annum\(^1\), in advance. If the Library chooses to pay semi-annually, quarterly or monthly, a percentage of the total annual maintenance amount will be added as an administrative fee as follows:

<table>
<thead>
<tr>
<th>Payment</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Semi-annually</td>
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</tr>
<tr>
<td>Quarterly</td>
<td>5%</td>
</tr>
<tr>
<td>Monthly</td>
<td>10%</td>
</tr>
</tbody>
</table>

d) Future maintenance charges may be subject to a price increase, which amount is not to exceed five (5\%) percent per year of the yearly maintenance amount.

e) The Library must provide direct network Internet access to the System; this would also apply to firewalls, etc. Innovative requires such access to correct Software bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative Interfaces will be responsible for all corrections at Innovative Interfaces’ expense.

f) Innovative Interfaces will provide the Library with new releases of the licensed Software modules so long as the Hardware and operating system used for the System is sufficient and/or compatible for the load and operation of such new release. If the Hardware or operating system is deemed not to be sufficient for installation of the new release, then the Library shall be responsible for the cost of new Hardware or operating system as may be required. If the Library declines to upgrade its Hardware or operating system to accommodate the upgrade to the licensed software, then the Library shall remain at its then current software release. For the purpose of this document, the term “new release” shall mean improvements in already licensed Software modules.

g) If the Library adds any additional Innovative Interfaces Software modules to the System after the initial installation, the maintenance services shall be extended to cover the additional Software. The maintenance charges for such Software shall be based upon Innovative Interfaces’ then-current maintenance rates. The additional cost of coverage for the additional Software shall be added to the annual maintenance amount.

h) Innovative Interfaces will provide services 24 hours a day, 7 days a week. Innovative Interfaces will make its best efforts to return calls within 2 hours of receipt and repair Software within 48 hours of notice, excluding weekends and holidays.

i) The Library agrees, to take reasonable care of the Hardware and not permit persons other than authorized representatives of Innovative Interfaces, Inc. to effect adjustments or repairs to the Hardware. The Library agrees that for Hardware supplied by Innovative Interfaces, the Library shall accept parts shipments for all plug-in or screw-in components. The shipping costs on returned RMA (returned merchandise authorization) Hardware will be the responsibility of the Library, except for the CPU and RAID, which will be the responsibility of Innovative Interfaces.

j) Any services provided due to Library supplied equipment failure, where such equipment was not purchased from Innovative Interfaces, and over which Innovative Interfaces has no direct control, shall be billable at Innovative Interfaces’ then current maintenance rates.

k) This Maintenance Services agreement does not include repair services or replacement parts due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other cause originating by reason of other than normal operation of the Hardware, or Library’s negligence or misuse of the Hardware.

l) The Software shall be operated as the exclusive application on the purchased Hardware.

m) If the Library decides to cancel the Agreement, Innovative Interfaces must be notified 90 days prior to the annual maintenance renewal date.

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\(^1\) This amount is excluded of taxes. The Library will be responsible for all applicable taxes.
Subject: Agreement with Clarke and Associates Educational Consultants

Background: Presented for the Board of Trustees’ review and consideration is an agreement with Clarke and Associates Educational Consultants covering a period of time from October 19, 2005 through November 30, 2005 or the date of the submission deadline established by the U.S. Department of Education for the Talent Search/Educational Opportunity Centers Programs in its 2005 Request for Applications, whichever is later. This agreement provides for proposal development services related to Talent Search Program and Educational Opportunity Centers Program submissions for the Riverside City Campus. These services will not exceed $9,000.00 for the 2005-2006 fiscal year. Funding source: General fund.

The vendor in this contract is a consultant that makes or participates in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendor may be subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. The staff recommends that the Board deem the vendor as a “Designated Employee” for purposes of the Conflict of Interest Code. This agreement has been reviewed by Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for October 19, 2005 through November 30, 2005, for an amount not to exceed $9,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Richard Keeler
Director Grants and Contract Services
Colleen Molko
Associate Director, Grant and Contract Services
Independent Contractor Agreement
Between Riverside Community College District
And Clarke and Associates Educational Consultants

This Agreement, entered into this October 19, 2005, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Clarke and Associates Educational Consultants, whose address is 2257 Venado Court, Santa Rosa, CA, 95404, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning October 19, 2005, and will continue in effect until November 30, 2005 or the date of the submission deadline established by the U.S. Department of Education for the Talent Search/Educational Opportunity Centers Programs in its 2005 Request for Applications, whichever is later.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

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

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

4.03 Workers' Compensation. Contractor agrees to provide workers' compensation insurance and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.

4.04 Indemnification and Hold Harmless. Contractor shall indemnify and hold Client, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Contractor, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Contractor’s employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Contractor shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Client), Client, its officers, agents, employees and independent contractors, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold Client free and harmless herein shall survive until any and all claims, actions and causes of
action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

4.05 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by the Contractor without the prior written consent of the Client.

4.06 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

ARTICLE V. OBLIGATIONS OF CLIENT

5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

5.02 Use of Project Deliverables. All project deliverables become the property of the Client upon termination of this Agreement, and as such may be used at will by the Client at any or all of its sites, for purposes determined by the Client.

ARTICLE VI. TERMINATION OF AGREEMENT

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

7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

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

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

7.04 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of Client.

7.05 ADA/FEHA. The Contractor recognizes that as a federal and state government contractor or subcontractor, RCCD is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Contractor agrees that, as a government subcontractor, the following are
incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Contractor, as a government subcontractor, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.
Signature Authorization Page

Riverside Community College District

___________________________________
James L. Buysse
Vice Chancellor, Administration and Finance

_______________________________
Date

Clark & Associates Educational Consultants

___________________________________
Independent Contractor Legal Representative

_______________________________
Date
EXHIBIT A

Independent Contractor Agreement
Between Riverside Community College District
And Clarke and Associates Educational Consultants

Scope Of Services

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

Talent Search and Educational Opportunity Centers Proposal Development

Clarke and Associates will provide (upon Board of Trustees approval) proposal development services to the Riverside City Campus that will include, but not be limited to the following:

- Perform all activities necessary to plan and develop both a Talent Search and an Educational Opportunity Centers proposal for the Riverside City Campus, first in draft form, then in final submission format through the incorporation of input from college officials. Proposal development services will include the review of draft letters of support, and the review of all attachments considered to be part of the application packages.
- Meet with college officials at the Riverside City Campus to develop the focus and a detailed plan for each grant application, and coordinate appropriate communication between and with staff at each location. The Contractor agrees to make at least one
visit to the Riverside City Campus in preparing each proposal, and participate in other meetings as is necessary and mutually agreeable.

- Work with campus personnel to assure that all federal procedures are followed.

The Consultant will not name Clarke and Associates or any other consultant or individual in any portion of the proposal, but instead will specify, if and where warranted, that the District will select consultants according to the expertise the proposed scope of work requires and the District’s regulations regarding the selection of consultants.

Deliverables

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

- One complete, written Talent Search proposal, first in draft and subsequently in final submission format: One draft and a final, completed proposal, including all attachments, will be prepared and rendered to the District a minimum of two weeks prior to the submission deadline established by the U.S. Department of Education in its 2005 Request for Applications. The proposal services will include the review of electronic documents and materials necessary to meet the Talent Search 2005 Request For Application requirements and the electronic submission process.

- One complete, written Educational Opportunity Centers proposal, first in draft and subsequently in final submission format: One draft and a final, completed proposal, including all attachments, will be prepared and rendered to the District as specified above. The proposal services will include the review of electronic documents and materials necessary to meet the Educational Opportunity Centers 2005 Request For Application requirements and the electronic submission process.
• The development of the Talent Search and Educational Opportunity Centers proposals will include at least one visit by the Contractor to the campus, and additional meetings as needed and mutually agreed upon.
EXHIBIT B

Independent Contractor Agreement
Between Riverside Community College District
And Clarke and Associates Educational Consultants

Compensation

1. Proposal Development – Talent Search

This agreed upon total, $4,000, for the development and writing of a Talent Search submission for the Riverside Community College, City Campus includes all Contractor outlays (time, travel, materials, etc.). The Contractor shall invoice upon completion of final draft as outlined in Exhibit A.

2. Proposal Development – Educational Opportunity Centers

This agreed upon total, $5,000, for the development and writing of a Educational Opportunity Centers submission for the Riverside Community College, City Campus includes all Contractor outlays (time, travel, materials, etc.). The Contractor shall invoice upon completion of final draft as outlined in Exhibit A.

3. If the Contractor is not able to render all services outlined in “Exhibit A”, the Contractor will be paid a mutually agreed upon amount for the services rendered.
Report No.: V-C-1  Date: October 18, 2005

Subject: Contract with California Community Colleges Registry Job Fair

Background: Attached for the Board’s consideration is the proposed contract between Riverside Community College District and the California Community Colleges Registry Job Fair to attend, exhibit, and advertise District faculty and management positions. The Job Fair is scheduled to be held at the Los Angeles Airport Hilton in Los Angeles, CA on Saturday, January 21, 2006 from 9:00 AM until 3:00 PM. Attendance at the Job Fair will require a total booth fee of $1,250.00 payable by January 13, 2006. Funding source: general fund.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. This agreement has been reviewed by Edward Godwin, Risk Management.

Recommended Action: It is recommended the Board of Trustees approve the contract between Riverside Community College District and the California Community Colleges Registry Job Fair and authorize the Vice Chancellor, Administration and Finance to sign the contract. The term of the agreement is for January 21, 2006 and requires a total of $1,250.00 payable no later than January 13, 2006.

Salvatore G. Rotella
Chancellor

Prepared by: Richard Ramirez
Interim Director Diversity, Equity, and Compliance/Assistant to the Chancellor
Dear Community College Exhibitor:

We are pleased to inform you that we are planning two CCC Job Fairs for 2006 in Los Angeles and San Francisco. They will be held on Saturday, January 21, 2006, from 9 a.m. to 3 p.m. at the Los Angeles Airport Hilton and Saturday, January 28, 2006, from 9 a.m. to 3 p.m. at the San Francisco Airport Marriott. Enclosed are:

1) Job Fair 2005 reservation form
2) Terms and Conditions form

By returning the reservation form and the Terms and Conditions form with a deposit of $250, your district is agreeing to the Terms and Conditions as stated. The $250 deposit is included as part of the total booth fee. If you reserve one CCC booth, it will be $1250 total, $250 will be withheld as the deposit in the event of cancellation.

At no additional cost, we will notify all of the applicants on the CCC Registry database of 45,000 and plan to advertise in the Los Angeles Times and The Chronicle of Higher Education, the ethnic press papers and UC/CSU student papers. We are expecting over 2,000 prospective job seekers to attend these events.

**Lunch**

Included in the registration fee, the CCC Registry will provide lunch for two college district staff in attendance at each job fair. Additional lunch tickets are $20 each and must be included with the final booth payment by January 13, 2006. No lunch tickets will be available the day of the events. The purchase of additional booth space does not include lunch tickets.

To reserve your booth space we recommend you fax your Reservation and Terms and Conditions forms; and send a deposit as soon as possible.

Please contact us if you have any questions, (800) 245-4157.

Sincerely,

Beth Au
Director
CCC Registry
California Community Colleges Registry  
17th Annual Job Fairs 2006, Los Angeles and San Francisco  

TERMS AND CONDITIONS  

1) Ten college districts must participate at each venue to hold a CCC Registry Job Fair 2006 in Los Angeles or San Francisco.  

2) Due to fire code regulations, only five staff/single booth or ten staff/double booth will be permitted at one time. If you plan on more staff in attendance than 5/10 then contact the hotel directly to reserve a hospitality suite.  

3) A $250 deposit must be received no later than December 13, 2005 to reserve a space. A reservation form without a deposit does not ensure a booth space.  

4) Full payment must be received no later than January 13, 2006.  

5) Open positions must be received by January 13, 2006 to be included in the job list for distribution to job seekers.  

6) Cancellation before January 13, 2006 will result in forfeiture of $250 deposit.  

7) Cancellation after January 13, 2006 will result in forfeiture of full payment.  

8) Cancellation must be made in writing and faxed to the CCC Registry office by 4:00 p.m, January 13, 2006. No exceptions will be made.  

__________________________________________________________________  
Name Here  Print Name Here  Date  

Fax this document with your registration form to (209) 527-3534.
CCC Registry Los Angeles and San Francisco 17th Annual Job Fairs 2006

9:00 a.m. – 3:00 p.m.  9:00 a.m. – 3:00 p.m.  SF Job Fair:  $  750  SF Job Fair Only $
LAX Hilton  SFO Marriott  Both Job Fairs:  $1800  Both Job Fairs $
5711 West Century Blvd  1800 Bayshore HWY  Additional Space:  $  250 ea  Add. Space $
Los Angeles, CA 90045  Burlingame, CA 94010  fair per booth  Add. Lunch $
Phone: (310) 410-4000  Phone: (650) 692-9100  Job List Only:  $  100
Booth rate: $1250  Booth rate: $750  Additional Lunch:  $  20 ea  Job List Only $
Includes 2 lunches  Includes 2 lunches

Total  $

PLEASE COMPLETE THE FOLLOWING INFORMATION:  (PRINT OR TYPE)

Contact Person:  Telephone:
College/District:  Fax:
(Identifies how sign will read)
Address:  Email:

• $250 deposit must be received by December 13, 2005 with reservation and Terms & Conditions forms.
• Full Payment must be received by January 13, 2006.
• Open positions for the “Job List” need to be received via email in a Word document by January 13, 2006 to be included. Email all “Job Lists” to Nancy Holmes: holmesn@yosemite.cc.ca.us

Please mail a copy of this form with payment to:  YCCD, for CCC Registry Job Fair
ATTN:  Nancy Holmes
PO Box 4065
Modesto, CA  95352

Fax: (209) 527-3534
RIVERSIDE COMMUNITY COLLEGE DISTRICT
PERSONNEL AND LABOR RELATIONS

Report No.: V-C-2 Date: October 18, 2005

Subject: College Closure – December 26, 2005 – January 2, 2006

Background: In the past the Board of Trustees has approved the college closure during the winter break. The proposed days for college closure have been discussed with the representatives of the California School Employees Association (CSEA) and confidential employees. For December 2005 and January 2006 the following days are recommended for closure:

December 26 (legal holiday observed)
December 27
December 28
December 29
December 30 (designated as Admission Day - a contractual holiday)
January 2 (legal holiday observed)

The District will provide two days, December 27 and 28; and the staff will use one day of vacation, December 29. Individual offices can modify these days as needed. Any employee required to work on December 27 or 28 shall gain credit for alternative time off at the rate of time and one-half. This time is to be used by June 30, 2006.

College closure should be considered on an annual basis. This closure would be a one-time occurrence. Since there are no classes in session during this time, the District would benefit from utilities savings.

Recommended Action: It is recommended the Board of Trustees approve the college closure from December 26, 2005 – January 2, 2006.

Salvatore G. Rotella
Chancellor

Prepared by: Richard Ramirez
Interim Director Diversity, Equity, and Compliance/Assistant to the Chancellor
Subject: Amendment of Riverside Community College District Conflict of Interest Code, Board Policy 1080 and Approval of Resolution No. 06-05/06 – First Reading

Background: The District’s Conflict of Interest Code was approved as Board Policy 1080 on January 5, 1978. The Code was approved by the Fair Political Practices Commission on January 12, 1981 and revised on April 21, 1981.

In 2002 –2003, the staff conducted an extensive review of the Code. After consulting with two separate law firms, the revised Regulations for the Code were submitted to the Board in May 2003. After being amended by the Board, the revised Regulations were approved by the Board at a second reading on June 17, 2003. The Regulations then were submitted to and approved by the Riverside County Board of Supervisors.

New regulations issued by the Fair Political Practices Commission and recent court decisions regarding the Conflict of Interest Codes of other public agencies have required another review of the District’s Code. On advice of District counsel, a Board Resolution and the revised Conflict of Interest Code has been prepared for Board approval. Both items will be submitted to the Riverside County Board of Supervisors which is the reviewing agency under the regulations of the Fair Political Practices Commission. Except for some minor changes this revised Conflict of Interest Code is a verbatim copy of the recommendations of District counsel.

The new Code differs from the previous Code and Regulations in the following ways:

1. The Code distinguishes between those officials who manage public investments that are required under statute (Government Code 87200) to file and those positions stipulated as “designated employees.”

2. In some instances the disclosure categories for the designated employees have been relaxed. Recent case law has determined that the public agencies cannot require a designated employee to disclose more information than the employee’s position would be responsible for.

3. Previous Regulations authorized the President or designee to add positions to the list of “designated employees.” The new Code does not provide for this practice. Thus new positions will have to be brought to the Board for approval as necessary.

4. The new Code extends disclosure requirements to the RCC Foundation, the Citizen’s Bond Oversight Committee and the Gateway to College Charter School.

5. Previous Regulations provided that “The Board of Trustees or the President may determine that a particular consultant to the District shall be deemed to be a “Designated Employee” of the District …” The new Code specifies that “Consultants
shall be included in the list of Designated Employees and shall disclose pursuant to the broadest disclosure category in this Code …”

However, the new Code goes on to state, “The Chancellor may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this Section.”

Since the existing Regulations were put into effect those administrators that were managing consultants were required to specify whether the consultant’s activities had “… a material effect on the District’s financial interest and should be deemed a “designated employee.”” Thus under the new Code, administrators that are managing a consultant will be required to obtain a written determination from the Chancellor’s office if they wish to limit the consultant’s disclosure requirements.

The Public Contract Code definition of a consultant contract (PCC 1033.5) includes:

“A consultant services contract is a services contract of an advisory nature that provides recommended course of action or personal expertise.

1. The contract calls for a product of the mind rather than the rendition of mechanical or physical skills.

2. The product may include anything from answers to specific questions to the design of a system or plan.

3. Consulting services may include workshops, seminars, retreats, and conferences for which paid expertise is retained by contract, grant, or other payment for services.”

Recommended Action: It is recommended that the Riverside Community College District Board of Trustees accept Resolution No. 06-05/06 and amended Conflict of Interest Code for first reading.

Salvatore Rotella
Chancellor

Prepared by: Edward Godwin
Director, Administrative Services
RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 06-05/06

Resolution of the Board of Trustees of the Riverside Community College District
Amendment of the Riverside Community College District Conflict of Interest Code,
Board Policy 1080

WHEREAS, the Political Reform Act Government Code Sections 81000 et seq. requires local government agencies to adopt and promulgate Conflict of Interest Codes; and,

WHEREAS, the Riverside Community College District adopted a Conflict of Interest Code on January 5, 1978 which has been revised from time-to-time and which has been approved by the appropriate reviewing body; and,

WHEREAS, the Fair Political Practices Commission has adopted a regulations (Cal. Admin. Code, Section 18730) which contains the terms of a standard Conflict of Interest Code which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments to the Political Reform Act after public notice and hearings; and

WHEREAS, the Fair Political Practices Commission requires that local government agencies review its Conflict of Interest Code every other year and if amendment is required, to submit the revised Code to the Code Reviewing Body; and

WHEREAS, the District staff has worked with legal counsel to revise the Conflict of Interest Code.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Trustees of the Riverside Community College District as follows:

Section 1: Delete the existing wording of Board Policy 1080 and the relevant regulations supporting that Board Policy.

Section 2: Amend the current Conflict of Interest Code, Board Policy 1080 to incorporate California Code of Regulations Section 18730 and any amendments.

Section 3: Designate the Director, Administrative Services as the District’s Filing Officer.

Section 4: Specify those officials that manage public investments and are required under Government Code 87200 to file Statements of Economic Interest.
Section 5: In compliance with the Board’s prior determination that all management positions are to be “designated employees” subject to the Conflict of Interest Code and the decisions of various courts protecting the privacy of public employees, specify the disclosure category of all such positions.

Section 6: Identify those boards, committees and commissions whose members meet the requirements of a “designated employee.”

Section 7: Specify that all District consultants are to be “designated employees” subject to the broadest disclosure category unless otherwise modified by a written determination by the Chancellor.

ADOPTED this 15th day of November, 2005.

President of the Riverside Community College District Board of Trustees
RIVERSIDE COMMUNITY COLLEGE DISTRICT

CONFLICT OF INTEREST CODE

It is the purpose of this Code, in compliance with the Political Reform Act of 1974, California Government Code Sections 87100, et seq., to provide for the disclosure and disqualification of governing board members and designated employees of the Riverside Community College District from the making of or participating in the making of governmental decisions which may foreseeably have a material effect on their financial interest.

The Conflict of Interest Code shall apply to all governing board members and designated employees of the Riverside Community College District, as specifically required by California Government Code Section 87300 and implemented by the regulations attached hereto.

Submitted to Board for First Reading__________ 2-17-81

Approved by Board_________________________ 4-21-81

2 Cal. Adm. Code Section: 18730
Government Code Sections: 88730-88732

Adopted: January 5, 1978
Effective Date: April 1, 1978
Standardized and Approved by FPPC: January 12, 1981
Revised: April 21, 1981
The regulations for this Policy are modified under the guidelines provided by the Fair Political Practice Commission to incorporate Cal. Code Regs. Title 2, Division 6, Chapter 7, Article 2, Section 18730. Section 18730 (b) (2) provides for designating employees to file Statements of Economic Interests. In addition, the regulations for this Policy are modified to incorporate the Disclosure Categories and other relevant provisions that are contained in Cal. Code Regs. Title 2, Division 6, Chapter 3, Section 18351.

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted regulation 2 Cal. Code of Regs. 18730 which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency’s code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Riverside Community College District (the "District").

All Officials and Designated Employees required to submit a statement of economic interests shall file their statements with the Director, Administrative Services as the District’s Filing Officer. The Filing Officer shall make and retain a copy of all statements filed by Members of the Board of Trustees, Chancellor, Vice Chancellor, Administration and Finance, Associate Vice chancellor, Finance and Investment Consultants and forward the originals of such statements to the Clerk of the Board of Supervisors. The Filing Officer shall retain the originals of the statements of all other Designated Employees. The Filing Officer will make all retained statements available for public inspection and reproduction (Gov. Code Section 81008).

I. TITLE 2, DIVISION 6, CALIFORNIA CODE OF REGULATIONS
Amend 2 Cal. Code Regs. Section 18730 as follows:

18730. Provisions of Conflict of Interest Codes.

A. Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the
Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code Section 87300 or the amendment of a conflict of interest code within the meaning of Government Code Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code Section 87100, and to other state or local laws pertaining to conflicts of interest.

B. The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:


2. Section 2. Designated Employees. The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

3. Section 3. Disclosure Categories. This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their financial economic interests pursuant to Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

a. The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;
b. The disclosure assigned in the code of the other agency is the same as that required under Article 2 of Chapter 7 of the Political Reform Act, Government Code Section 87200; and

c. The filing officer is the same for both agencies.\(^1\)

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of financial economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those financial economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the financial economic interests set forth in a designated employee’s disclosure categories are the kinds of financial economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

4. Section 4. Statements of Economic Interests: Place of Filing. The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency’s conflict of interest code.\(^2\)

5. Section 5. Statements of Economic Interests: Time of Filing.

a. Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

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\(^1\) Designated employees who are required to file statements of economic interests under any other agency’s conflict of interest code, or under Article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code Section 81004.

\(^2\) See Government Code Section 81010 and 2 Cal. Code of Regs. Section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.
b. Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

c. Annual Statements. All designated employees shall file statements no later than April 1.

d. Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

5.5. Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

a. Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.


a. Contents of Initial Statements.
Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

b. Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

c. Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Government Code Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to 2 Cal. Code Regs. Section 18754.

d. Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

7. Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

a. Investments and Real Property Disclosure.
When an investment or an interest in real property\(^3\) is required to be reported,\(^4\) the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars ($2,000), exceeds ten thousand dollars ($10,000), exceeds one hundred thousand dollars ($100,000), or exceeds one million dollars ($1,000,000).

b. Personal Income Disclosure. When personal income is required to be reported,\(^5\) the statement shall contain:

1. The name and address of each source of income aggregating five hundred dollars ($500) or more in value, or fifty dollars ($50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars ($1,000) or less, greater than one thousand dollars ($1,000), greater than ten thousand dollars ($10,000),

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\(^3\) For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

\(^4\) Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual’s spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

\(^5\) A designated employee’s income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.
or greater than one hundred thousand dollars ($100,000);

(3) A description of the consideration, if any, for which the income was received;

(4) In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

(5) In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

c. Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, the statement shall contain:

(1) The name, address, and a general description of the business activity of the business entity;

(2) The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars ($10,000).

d. Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

e. Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or

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6 Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer’s spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.
disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.


a. No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Government Code Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code Section 89506.

8.1. Section 8.1. Prohibition on Receipt of Gifts in Excess of $320

a. No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $320 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Government Code Section 89503 shall apply to the prohibitions in this section.

8.2. Section 8.2. Loans to Public Officials.

a. No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or
over which the elected officer's agency has direction and control.

b. No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

c. No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

d. No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender’s regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

e. This section shall not apply to the following:
(1) Loans made to the campaign committee of an elected officer or candidate for elective office.

(2) Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

(3) Loans from a person which, in the aggregate, do not exceed five hundred dollars ($500) at any given time.

(4) Loans made, or offered in writing, before January 1, 1998.

8.3. Section 8.3. Loan Terms.

a. Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of five hundred dollars ($500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

b. This section shall not apply to the following types of loans:

(1) Loans made to the campaign committee of the elected officer.

(2) Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

(3) Loans made, or offered in writing, before January 1, 1998.
c. Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

8.4. Section 8.4. Personal Loans.

a. Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

(1) If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

(2) If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

(a) The date the loan was made.

(b) The date the last payment of one hundred dollars ($100) or more was made on the loan.

(c) The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars ($250) during the previous 12 months.

b. This section shall not apply to the following types of loans:

(1) A loan made to the campaign committee of an elected officer or a candidate for elective office.

(2) A loan that would otherwise not be a gift as defined in this title.

(3) A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

(4) A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis
of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

(5) A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

c. Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.


No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

a. Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars ($2,000) or more;

b. Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars ($2,000) or more;

c. Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars ($500) or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

d. Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

e. Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $320 or $360 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

9.5. Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of Section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

a. Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

b. Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value one thousand dollars ($1,000) or more.


When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.


Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code Section 83114 and 2 Cal. Code Regs. Sections 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code Sections 81000 - 91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code Section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code Section 91003.


a. Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code Section 81004.

b. See Government Code Section 81010 and 2 Cal. Code of Regs. Section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

c. For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

d. Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.
e. A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

f. Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

II. Disclosure Categories: The regulations for this Code are modified to incorporate the Disclosure Categories and other relevant provisions that are contained in Cal. Code Regs. Title 2, Division 6, Chapter 3, Section 18351.

A. Category 1
A designated employee in this category must report all investments, business positions, interests in real property, and sources of income.

B. Category 2
A designated employee in this category must report investments and business positions in business entities, and income from sources that:

1. Are, or were, during the previous two years a “candidate,” “public official,” “committee,” “lobbyist,” “lobbying firm,” or “lobbyist employer” within the meaning of the Political Reform Act, or file periodic reports pursuant to Government Code Sections 86114 and 86116; or

2. Are attorneys of the type that represent persons described in A above; or

3. Are committee treasurers; or

4. Were the subject of a complaint to, investigation by, or enforcement action of, the Commission, that was acted upon or participated in by the filer during the period covered by the statement.

C. Category 3
A designated employee in this category must report investments and business positions in business entities, and income from sources that:
1. Are, or were, during the previous two years a “candidate,” “public official,” “committee,” “lobbyist,” “lobbying firm,” or “lobbyist employer” within the meaning of the Political Reform Act, or file periodic reports pursuant to Government Code Sections 86114 and 86116; or

2. Are attorneys of the type that represent persons described in A above; or

3. Are committee treasurers.

D. Category 4

A designated employee in this category must report investments and business positions in business entities and income from sources that are of the type which within the previous two years has provided services, equipment, leased space, materials or supplies to the Riverside Community College District.

E. Category 5

A designated employee in this category must report investments and business positions in business entities, and income from sources that manufacture, distribute, supply or install computer hardware or software of the type utilized by Riverside Community College District, as well as entities providing computer consultant services.

F. Category 6

A designated employee in this category must report investments and business positions in business entities, and income from sources that provide publication or printing services of the type utilized by the District as well as sources that manufacture, distribute, supply, or install computer hardware or software of the type utilized by the Riverside Community College District.

G. Category 7

A designated employee in this category must report investments and business positions in and income from sources that are:

1. Collection agencies or bureaus; or

2. Business entities that provide legal support services.

H. Consultants
The Board of Trustees or the President may determine that a particular consultant to the District shall be deemed to be a “Designated Employee” of the District for the purposes of compliance with the economic interest disclosure requirements of this Conflict of Interest Code of the District, notwithstanding the fact that such consultant is hired to perform a range of duties that is limited in scope and therefore not ordinarily required to comply with the economic interest disclosure requirements set forth herein. Such a determination shall be made by the Board of Trustees or the President, as applicable, in writing and shall be addressed to such consultant. Such written determination shall also indicate which disclosure category the consultant shall be subject to during the term of the consultant’s services to the District. The Board of Trustees or the President, as applicable, may modify such consultant’s disclosure category from time to time as circumstances may indicate to be appropriate. Each determination of the Board of Trustees or the President, as applicable under this paragraph, is a public record and shall be available for public inspection as a public record of the District. Nothing in this paragraph shall be deemed to excuse any consultant of the District from compliance with any other provision of this Conflict of Interest Code or other applicable State law relating to conflicts of interest regardless of whether a written determination of a specific disclosure category as a Designated Employee of the District has been assigned to such consultant pursuant to this paragraph.

III. Initial Statements - Assuming Office Statements - Effective January 1, 1990, every person required to file an “assuming office” or “initial statement” will be required to disclose INCOME, including GIFTS, LOANS, and HONORARIA from sources of the type described in the designated employee’s category. Reportable income for the 12 months prior to assuming office must be disclosed on Form 700, Statement of Economic Interests.

IV. Designated Employees:

A. All members of the Riverside Community College District Board of Trustees, all members of the RCCD Development Corporation Board of Directors, the President of the Riverside Community College District and all persons employed in a District Management position shall be a “designated employee” for purposes of these Regulations.

B. Consultants determined to be a “designated employee” shall comply with Disclosure Categories 1 and 2.

C. Nothing in these Regulations prevents the President or his designate from adding other “designated employees” as positions subject to the disclosure requirements.

D. Other District employees determined to be a “designated employee” are listed below along with the Disclosure Category that they are subject to:
<table>
<thead>
<tr>
<th>Position</th>
<th>Disclosure Category</th>
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</thead>
<tbody>
<tr>
<td>Members of the Board of Trustees</td>
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<tr>
<td>Members of the RCCD Development Corporation</td>
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<tr>
<td>Board of Directors</td>
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<tr>
<td>President of the District</td>
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<tr>
<td>Vice President, Academic Affairs</td>
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<tr>
<td>Vice President, Administration and Finance</td>
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<tr>
<td>Vice President, Planning and Development</td>
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<tr>
<td>Vice President, Student Services</td>
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<tr>
<td>Provost, Moreno Valley Campus</td>
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<tr>
<td>Provost, Norco Campus</td>
<td>1,2</td>
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<tr>
<td>Executive Assistant to the President and Associate</td>
<td>1,2</td>
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<tr>
<td>Vice President, College Relations and Advancement</td>
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<tr>
<td>Associate Vice President, Business Services</td>
<td>1,2</td>
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<tr>
<td>Associate Vice President, Facilities and Planning</td>
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<tr>
<td>Associate Vice President, Human Resources</td>
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<tr>
<td>Associate Vice President, Information Services</td>
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<tr>
<td>Associate Vice President, Instruction</td>
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<tr>
<td>Associate Vice President, Occupational Education</td>
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<tr>
<td>Associate Vice President, Program Assessment/Accountability</td>
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<tr>
<td>Associate Vice President, Student Services</td>
<td>1,2</td>
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<tr>
<td>Executive Dean, School of the Arts</td>
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<tr>
<td>Dean, Early Childhood Programs</td>
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<tr>
<td>Dean, Economic Development</td>
<td>1,2</td>
</tr>
</tbody>
</table>
Dean, Education

Dean, Faculty

Dean, Instruction (Moreno Valley)

Dean, Instruction (Norco)

Dean, Instruction (Riverside)

Dean/Department Chair, Library/Learning Resources

Dean, Matriculation

Dean/Director/Department Chair, Nursing Education

Dean, Open Campus

Dean/Department Chair, Public Safety Education and Training

Dean, Student Services (Moreno Valley)

Dean, Student Services (Norco)

Dean, Student Services (Riverside)

Associate Dean, Admissions and Records

Associate Dean, Physical Education and Athletics

Associate Dean, Early Childhood Education

Associate Dean, Financial Services

Associate Dean, Occupational Education

Associate Dean, Public Safety Education and Training

Associate Dean, Teacher Preparation and Education Programs

Associate Dean, Workforce Preparation

Executive Director/Producer, Performance Riverside
Director, Accounting Services ............................................. 1,2
Director, Auxiliary Business Services .................................. 1,2
Director, Center for Applied Competitive Technologies .......... 1,2
Director, Center for International Students and Programs ........ 1,2
Director, Center for International Trade Development .......... 1,2
Director/Chief, College Safety and Police .......................... 1,2
Director, College Health Services ........................................ 1,2
Director, Corporate and Business Development .................... 1,2
Director, Distance Education ............................................. 1,2
Director, Diversity and Equity Compliance/ Assistant to the President ...................................................... 1,2
Director, EOPS .................................................................. 1,2
Director, Facilities/Operations and Maintenance .................. 1,2
Director, Facilities Planning & Environmental Health and Safety 1,2
Director, Fire Technology/Fire Academy .............................. 1,2
Director, Food Services .................................................... 1,2
Director, Foster Care/Independent Living Skills .................... 1,2
Director, Grant and Contract Services ................................... 1,2
Director, Hospitality/Culinary Arts Program .......................... 1,2
Director, Information Services ............................................ 1,2
Director, Institutional Research ........................................... 1,2
Director, Marketing .......................................................... 1,2
Director, Passport Plus ..................................................... 1,2
Director/Producer, Performance Riverside ........................................... 1,2
Director, Procurement Assistance Center ............................................ 1,2
Director, Purchasing/Accounts Payable ............................................. 1,2
Director, RCC Foundation ............................................................... 1,2
Director, Service Learning .................................................................. 1,2
Director, Software Development ....................................................... 1,2
Director, Sports and Activities Information ........................................ 1,2
Associate Director, Institutional Research ........................................... 1,2
Assistant Director, Operations ........................................................... 1,2
Assistant Director, RCC Foundation .................................................... 1,2
Assistant Director, Student Financial Services .................................... 1,2
Sergeant, Campus Safety and Police ................................................... 4
TRIO Director ..................................................................................... 1,2
Human Resources Administrative Manager ......................................... 4
Manager, Communication Services Center ......................................... 4
Manager, Custodial .............................................................................. 4
Manager, Data Warehouse .................................................................. 4
Manager, Facilities Projects ............................................................... 4
Manager, Grant and Contract Compliance .......................................... 4
Manager, Grounds .............................................................................. 4
Manager, Instructional Media Center .................................................. 4
Manager, Maintenance ...................................................................... 4
Manager, Maintenance Site ............................................................... 4
History
1. New section filed 2-80 as an emergency; effective upon filing. Certificate of Compliance included.
2. Amendment of subsection (b) filed 1-9-81; effective 30 days thereafter.
3. Amendment of subsection (b)(7)(B)1 filed 1-26-83; effective 30 days thereafter.
4. Amendment of subsection (b)(7)(A) filed 11-10-83; effective 30 days thereafter.
5. Amendment filed 13-87; effective 5-13-87.
6. Amendment of subsection (b) filed 10-21-88; effective 11-20-88.
7. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; effective 9-27-90.
8. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of NOTE filed 8-7-92; effective 9-7-92.
9. Amendment filed 2-93; effective upon filing.
11. Change without regulatory effect redesignating COIC for California Mental Health Planning Council filed 1-94.
12. Amendment filed and effective 3-1-95.
13. Amendment filed and effective 10-23-96.
15. Amendment filed and effective 8-2-98.
20. Amendment filed 1-16-03; effective 1-01-03.
21. Amendment filed and effective 01-01-05.

June 17, 2003 - November 15, 2005
APPENDIX
REGULATIONS FOR POLICY 1080
CONFLICT OF INTEREST CODE
OF THE
RIVERSIDE COMMUNITY COLLEGE DISTRICT

(Amended November 15, 2005)

EXHIBIT “A”

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

District officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18701(b), are NOT subject to the District’s Code, but are subject to the disclosure requirements of the Act. (Government Code Section 87200 et seq.). [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments:

Members of the Board Trustees
Chancellor
Vice-Chancellor, Administration and Finance
Associate Vice Chancellor, Finance
Investment Consultant

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7 Individuals holding one of the above-listed positions may contact the FPPC for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether a position is covered by § 87200.
### DESIGNATED POSITIONS

**GOVERNED BY THE CONFLICT OF INTEREST CODE**

<table>
<thead>
<tr>
<th>DESIGNATED EMPLOYEES’ TITLE OR FUNCTION</th>
<th>DISCLOSURE CATEGORIES ASSIGNED</th>
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</thead>
<tbody>
<tr>
<td>Vice Chancellor, Academic Affairs</td>
<td>1, 2</td>
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<tr>
<td>Vice Chancellor, Student Operations and Operations</td>
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<tr>
<td>President, Moreno Valley College</td>
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<td>President, Norco College</td>
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<tr>
<td>President, Riverside City College</td>
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<tr>
<td>Provost, Moreno Valley College</td>
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<td>Provost, Norco Campus</td>
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<tr>
<td>Executive Assistant to the Chancellor and Chief of Staff</td>
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<td>Associate Vice Chancellor, Facilities</td>
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<td>Associate Vice Chancellor, Human Resources</td>
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<td>Associate Vice Chancellor, Information Services</td>
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<td>Associate Vice Chancellor, Institutional Effectiveness</td>
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<td>Associate Vice Chancellor, Instruction</td>
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<td>Associate Vice Chancellor, Public Affairs &amp; Institutional Advancement</td>
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<td>Associate Vice Chancellor, Student Services</td>
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<td>Vice President, Business Services</td>
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<td>Executive Dean, School of the Arts</td>
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<td>Executive Dean, Technology and Learning Resources</td>
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<td>District Controller</td>
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<tr>
<td>DESIGNATED EMPLOYEES’ TITLE OR FUNCTION</td>
<td>DISCLOSURE CATEGORIES ASSIGNED</td>
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<td>District Dean, Admissions and Records</td>
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<td>District Dean, Disabled Student Programs and Services</td>
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<td>District Dean, Physical Education and Athletics</td>
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<td>District Dean, Student Financial Services</td>
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<td>Dean, Academic and Student Affairs</td>
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<td>Dean, Administrative Support Center</td>
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<td>Dean, Early Childhood</td>
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<tr>
<td>Dean/Department Chair, Economic Development</td>
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<tr>
<td>Dean/Director, Nursing Education</td>
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<td>Dean/Director, Institutional Reporting and Academic Services</td>
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<td>Dean, Occupational Education</td>
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<td>Dean, Student Services</td>
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<td>Dean, Workforce Preparation</td>
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<td>Dean of Education</td>
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<td>Dean of Faculty Affairs</td>
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<td>Dean of Instruction</td>
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<td>Associate Dean, Academic and Student Affairs</td>
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<td>Associate Dean, Early Childhood Education</td>
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<td>Associate Dean, Governmental Relations, Grants and Contracts</td>
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<tr>
<td>DESIGNATED EMPLOYEES’ TITLE OR FUNCTION</td>
<td>DISCLOSURE CATEGORIES ASSIGNED</td>
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<td>Associate Dean, Teacher Preparation and Education Programs</td>
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<td>District Director, Sports Information/Athletic Event Supervisor</td>
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<td>District Director, Health Services</td>
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<tr>
<td>Director, Administrative Services</td>
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<tr>
<td>Director, Administrative Support Center</td>
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<td>Director, Center for Applied Competitive Technologies</td>
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<tr>
<td>Director, Center for International Students and Programs</td>
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<tr>
<td>Director, Chief of College Safety and Police</td>
<td>6</td>
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<tr>
<td>Director, Communications and Web Development</td>
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<tr>
<td>Director, Corporate and Business Development</td>
<td>6</td>
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<tr>
<td>Director, Distance Education</td>
<td>6</td>
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<tr>
<td>Director, Diversity, Equity and Compliance/Assistant to the Chancellor</td>
<td>6</td>
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<tr>
<td>Director of Facilities/Facilities Planning and Projects</td>
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<tr>
<td>Director, Facilities/Operations and Maintenance</td>
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<tr>
<td>Director, Fire Technology/Fire Academy Program</td>
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<tr>
<td>Director, Food Services</td>
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<tr>
<td>Director, Foster Care &amp; Independent Living Skills</td>
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<tr>
<td>Director, Grants and Contract Services</td>
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<tr>
<td>Director, Hospitality/Culinary Arts Program</td>
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<tr>
<td>Director, Institutional Research</td>
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<tr>
<td>Director, Middle College High School</td>
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<td>DESIGNATED EMPLOYEES’ TITLE OR FUNCTION</td>
<td>DISCLOSURE CATEGORIES ASSIGNED</td>
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<td>Director, Passport Plus</td>
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<td>Director, Procurement Assistance Center</td>
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<tr>
<td>Director, RCC Foundation and Alumni Affairs</td>
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<tr>
<td>Director, Software Development</td>
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<td>EOPS Director</td>
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<td>Project Director, Gateway to College</td>
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<td>Project Director, Developing Hispanic Service Institutions Grant</td>
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<td>Statewide Director, Center for International Trade Development</td>
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<td>Talent Search Director</td>
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<td>Trio Director</td>
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<td>Associate Director, Grants and Contract Services</td>
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<td>Associate Director, Institutional Research</td>
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<td>Associate Director, Admissions and Records</td>
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<td>Assistant Director, Food Services</td>
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<td>Assistant Director, Information Services Operations</td>
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<td>Assistant Director, Operations</td>
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<td>Assistant Director, RCC Foundation</td>
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<td>Assistant Director, Student Financial Services</td>
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<td>Manager, Grants and Contract Compliance</td>
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<td>Manager, Grounds</td>
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<td>Manager, Maintenance</td>
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<td>Manager, Maintenance Site</td>
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<td>DESIGNATED EMPLOYEES’ TITLE OR FUNCTION</td>
<td>DISCLOSURE CATEGORIES ASSIGNED</td>
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<td>Manager, Network</td>
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<td>4faculty.org Project Manager</td>
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<td>Auxiliary Business Services Manager</td>
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<td>Campus Administrative Support Center Manager</td>
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<td>Contracts Manager</td>
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<td>Facilities Manager/Facilities Planning &amp; Environmental Health/Safety</td>
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<td>Facilities Manager, Grounds and Projects</td>
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<td>General Counsel</td>
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<td>Human Resources Administrative Manager</td>
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<td>Instructional Media Center Manager</td>
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<td>Library Learning Resources Administrative Manager</td>
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<td>Maintenance Manager</td>
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<td>Maintenance Site Manager</td>
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<td>Network Manager</td>
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<td>Purchasing Manager</td>
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<td>Assistant Custodial Manager</td>
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<td>Assistant Grounds Manager</td>
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<td>Supervisor, Payroll</td>
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<td>Supervisor/Sergeant, Safety and Police</td>
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<td>Community Education Supervisor</td>
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<td>Microcomputer Support Supervisor</td>
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<td>DESIGNATED EMPLOYEES’ TITLE OR FUNCTION</td>
<td>DISCLOSURE CATEGORIES ASSIGNED</td>
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<td>Warehouse Supervisor</td>
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<td>International Trade Specialist</td>
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<td>Outcomes Assessment Specialist</td>
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<td>Purchasing Specialist</td>
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<tr>
<td><strong>MEMBERS OF BOARDS, COMMITTEES AND COMMISSIONS</strong></td>
<td></td>
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<tr>
<td>Riverside Community College Foundation Board of Directors</td>
<td>5</td>
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<tr>
<td>Citizen’s Bond Oversight Committee Members</td>
<td>5</td>
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<tr>
<td>Gateway to College Charter School Board Members</td>
<td>5</td>
</tr>
<tr>
<td>Consultant[^8]</td>
<td>1, 2</td>
</tr>
</tbody>
</table>

[^8]: Consultants shall be included in the list of Designated Employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The Chancellor may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this Section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Chancellor’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.
Subject: Riverside City College Nursing/Sciences Building, Agreements for Professional Services for Architectural, Civil and Geotechnical Engineering

Background: The Riverside Community College District has received two HUD grant earmarks totaling $446,400 to assist the District with the planning and construction of the proposed Nursing/Sciences Building. These earmarks are contingent upon the submission of project proposals by December 31, 2005 and the initiation of an environmental impact review relative to the location of the building prior to that date. Additionally, the State Chancellor’s Office has recently advised staff that final determinations relative to the Final Project Proposal (FPP), which was approved at the March 15, 2005, Board of Trustees meeting, and the building site must be submitted on or before December 1, 2005.

Thus, RCCD must move quickly with a decision relative to the building site and any revisions to the FPP which may result from said decision. To this end, staff recommends that we engage the firms noted below to assist us with these considerations and that funding therefor be derived from Measure C. Further, this process will involve Riverside City College staff and the College’s strategic planning committee as well as consultation with campus neighbors. Finally, recommendations concerning the building site and any related FPP revisions will be brought to the Board for review and action in November.

Proposed agreements:

1. GKK WORKS contract would run from October 18, 2005 through an estimated completion date of December 1, 2005 and would not exceed $34,500.00 plus reimbursable expenses. GKK would assist the District with FPP revisions.

2. KCT Consultants, Inc. contract would run from October 18, 2005 through an estimated completion date of December 1, 2005, and would not exceed $41,000.00 including reimbursable expenses. KCT would provide civil engineering services.

3. John R. Byerly, Inc. contract would run from October 18, 2005 through an estimated completion date of December 1, 2005, and would not exceed $11,900.00. Byerly would provide soils testing and other geotechnical services.
RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: V-D-1 Date: October 18, 2005

Subject: Riverside City College Nursing/Sciences Building, Agreements for Professional Services for Architectural, Civil and Geotechnical Engineering (continued)

Recommended Action:

It is recommended that the Board of Trustees approve the proposed agreements relative to the Riverside City College Nursing/Sciences Building: 1) GKK WORKS to prepare the Final Project Proposal (FPP), 2) KCT Consultants, Inc. to provide civil engineering services and 3) John R. Byerly, Inc., to provide geotechnical engineering services. It is further recommended that the Board of Trustees authorize the use of Measure C bond proceeds to fund these agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities
AGREEMENT BETWEEN GKKWORKS
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on the 18th day of October 2005, by and between GKKWORKS, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Consultant shall revise the Final Project Proposal for the Riverside City College Nursing/Sciences Building per the California Community College Chancellor's Office (CCCCO) Facilities Planning Manual in accordance with the District's decision for location of this project.

2. The services outlined in Paragraph 1 will be provided by GKKWORKS home office.

3. The services rendered by the Consultant are subject to review by the District’s Associate Vice Chancellor, Facilities.

4. The term of this agreement shall be from October 18, 2005 to the estimated completion date of December 1, 2005 with the provision that the Vice Chancellor Administration and Finance or his designee may extend the date without a formal amendment to this agreement.

5. Payment in consideration of this agreement shall not exceed $34,500 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities and delivered by U.S. mail. The final payments shall not be paid until all of the services specified in paragraph 1 have been satisfactorily completed as determined by the Associate Vice Chancellor, Facilities.

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

7. Consultant shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (consultants employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with
or arising from the negligent performance of the services contemplated hereunder, and Consultant shall defend, at its expense, including without limitation, attorney fees, RCCD, its officers, agents, employees and independent contractors, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold RCCD free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

8. "Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but no limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than $1,000,000."

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

Riverside Community College District

__________________________  __________________________
Consultant                James L. Buysse
                           Vice Chancellor
                           Administration and Finance
AGREEMENT BETWEEN KCT CONSULTANTS, INC.
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on the 18th day of October, 2005, by and between KCT Consultants, Inc., hereinafter referred to as “Consultant” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. KCT Consultants, Inc. shall prepare all (CEQA) California Environmental Quality Act documentation and processing for the Riverside City College Nursing/Sciences Building.

2. The services outlined in Paragraph 1 will be provided at KCT Consultants, Inc., home office.

3. The services rendered by the Consultant are subject to review by the District’s Associate Vice Chancellor, Facilities.

4. The term of this agreement shall be from October 18th, 2005 to the estimated completion date of December 1, 2005, with the provision that the Vice Chancellor, Administration and Finance or his designee may extend the date without a formal amendment to this agreement.

5. Payment in consideration of this agreement shall not exceed $41,000 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by the Associate Vice Chancellor, Facilities.

6. KCT Consultants, Inc. shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of KCT Consultants, Inc., its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (KCT Consultant, Inc. employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and KCT Consultant, Inc. shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by RCCD), RCCD, its officers, agents, employees and independent contractors, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold RCCD free and harmless herein shall survive until any
and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

7. "Contractor shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but no limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Contractor's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than $1,000,000."

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

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

Riverside Community College District

_____________________________
Consultant

_____________________________
James L. Buysse
Vice Chancellor
Administration and Finance
AGREEMENT BETWEEN JOHN R. BYERLY, INC.
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on the 18th day of October, 2005, by and between John R. Byerly, Inc., hereinafter referred to as “Consultant” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

1. John R. Byerly, Inc. will provide Geotechnical Engineering Services for the Riverside City College Nursing/Sciences Building. The Consultant will evaluate the soil conditions associated with the site so that recommendations can be prepared for safe and economical foundation types, vertical and lateral bearing values, support of concrete slabs on grade, and site preparation. Consultant also will prepare preliminary recommendations for asphalt concrete pavement for parking lot improvements. Additionally, Consultant shall provide an evaluation of geological conditions associated with the site.

2. The services outlined in Paragraph 1 will be provided at Riverside Community College, Riverside Campus.

3. The services rendered by the Consultant are subject to review by the District’s Associate Vice Chancellor, Facilities.

4. The term of this agreement shall be from October 18, 2005 to the estimated completion date of December 1, 2005, with the provision that the Vice Chancellor Administration and Finance or his designee may extend the date without a formal amendment to this agreement.

5. Payment in consideration of this agreement shall not exceed $11,900. Payments will be made as authorized by the Associate Vice Chancellor, Facilities, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by the Associate Vice Chancellor, Facilities.

6. John R. Byerly, Inc. shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of John R. Byerly, Inc., its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (John R. Byerly, Inc. employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and John R. Byerly, Inc. shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by RCCD), RCCD, its officers,
agents, employees and independent contractors, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold RCCD free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

7. “Contractor shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but no limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Contractor’s activities as well as RCCD’s activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than $1,000,000.”

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

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

Riverside Community College District

______________________________
Consultant

James L. Buysse, Vice Chancellor
Administration and Finance

C: Consultant Agreement Template
Subject: Acceptance of Magnolia Avenue Right-of-Way

Background: On September 6, 2005, the City of Riverside approved the vacation of 40 feet of public right-of-way (about 1.13 acres) on the easterly and westerly sides of Magnolia Avenue, between Fifteenth Street and Terracina Drive, adjacent to the Riverside City College campus. This action was taken to facilitate the construction of RCCD’s five level, 1,100 space parking structure and pursuant to our request that the City of Riverside vacate the easterly side of Magnolia Avenue because the northwesterly corner of the parking structure would encroach slightly into the existing right-of-way along with a two-lane exit-only driveway providing egress from the third level of the parking structure to Magnolia Avenue, approximately 600 feet northerly of Terracina Drive.

The only potential cost to the District would be for title search, which we estimate at approximately $3,500. District staff is currently seeking a waiver of this fee.

Recommended Action: It is recommended that the Board of Trustees accept 40 feet of public right of way on the easterly and westerly sides of Magnolia Avenue, between Fifteenth Street and Terracina Drive, from the City of Riverside, approve the expenditure of up to $3,500 for a title search, if needed, and authorize the Vice Chancellor, Administration and Finance to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities
Subject: Change Order No.1 – PE Complex/Parking Structure

Background: On November 16, 2004, the Board of Trustees awarded a contract to ASR Construction, Inc. for the Parking Structure rough grading, retaining walls and the P.E. Complex track and field in the amount of $4,383,000.

Staff now is bringing forward for the Board’s review and consideration Change Order No.1 in the amount of $405,565 (see attached), which would increase the total project award to $4,788,565. This Change Order includes the geo grid fabric and base material which the Board authorized on April 12, 2005, to address concerns derived from the substantial rainy season. Funds are available in the current project budget to cover the change order.

Recommended Action: It is recommended that the Board of Trustees approve Change Order No.1 for the P.E. Complex/Parking Structure project in the amount of $405,565, and authorize the Vice Chancellor, Administration and Finance to sign the Change Order.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities
CHANGE ORDER

Steinberg Architects
523 West 6th Street, Suite 245
Los Angeles, CA 90014

PROJECT: P.E. Complex / Parking Structure
Riverside Community College District

CHANGE ORDER # 1

DATE: September 30, 2005

CONTRACTOR: ASR Constructors
5230 Wilson Street
Riverside, CA 92506

D.S.A. # A04-106547
SA # 04036

ORIGINAL CONTRACT AMOUNT: $ 4,383,000.00

Previous Change Order: $ N/A
This Change Order: $ 405,565.00
Total Change Order: $ 405,565.00

REVISED CONTRACT AMOUNT: $ 4,788,565.00

ORIGINAL CONTRACT COMPLETION DATE: May 20, 2005

Previous Change Order: 0 Calendar Days
This Change Order: 13 Calendar Days
Total Change Orders: 13 Calendar Days

REVISED CONTRACT COMPLETION DATE: September 15, 2005

Upon signing by the Owner and the Contractor, the above noted Contract is hereby changed per the terms of the contract and this Change Order including attached exhibit "A".

This change represents full and complete compensation for all cost, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work.

APPROVALS:

Steinberg Architects

DATE __________________________

ASR Constructors

DATE __________________________

Riverside Community College District

DATE __________________________
#1 DESCRIPTION: COR 01
Demo & remove original tennis court below existing grade
REASON: Unforeseen condition
REQUESTED BY: District
COST: $12,974
TIME EXTENSION: 0 days

#2 DESCRIPTION: COR 02
Provide conduits to press box.
REASON: Future use/score keeping
REQUESTED BY: District
COST: $4,242
TIME EXTENSION: 0 days

#3 DESCRIPTION: COR 03
Remove historic monument
REASON: For re-use on future project
REQUESTED BY: District
COST: $1,824
TIME EXTENSION: 0 days

#4 DESCRIPTION: COR 04
Provide new waterline
REASON: Replace old & defective line
REQUESTED BY: District
COST: $14,622
TIME EXTENSION: 0 days

#5 DESCRIPTION: COR 05
Over-excavate & re-compact compressive soils at north wall
REASON: Unforeseen condition
REQUESTED BY: Geotechnical Engineer
COST: $35,513
TIME EXTENSION: 0 days

#6 DESCRIPTION: COR 06
Over-excavate & re-compact compressive soils at stadium wall
REASON: Unforeseen condition
REQUESTED BY: Geotechnical Engineer
COST: $10,628
TIME EXTENSION: 0 days

#7 DESCRIPTION: COR 07
Remove & replace sewer line impacted by COR 5’s over-excavation
REASON: Unforeseen condition
REQUESTED BY: District
COST: $3,159
TIME EXTENSION: 0 days
#8 DESCRIPTION: COR 08
   Electrical impact of COR 5’s over-excavation
   REASON: Unforeseen condition
   REQUESTED BY: District
   COST: $1,195
   TIME EXTENSION: 0 days

#9 DESCRIPTION: COR 09
   Electrical impact of COR 6’s over-excavation
   REASON: Unforeseen condition
   REQUESTED BY: District
   COST: $359
   TIME EXTENSION: 0 days

#10 DESCRIPTION: COR 10
   Modify existing electrical conduits for storm drain installation
   REASON: Unforeseen condition
   REQUESTED BY: District
   COST: $2,715
   TIME EXTENSION: 0 days

#11 DESCRIPTION: COR 11
   Rebar for additional foundation required due to COR 5
   Additional wall foundation rebar at sewer crossing.
   REQUESTED BY: Architect / District
   COST: $351
   TIME EXTENSION: 0 days

#12 DESCRIPTION: COR 12
   Over-excavate & re-compact compressive soils at driveway wall
   REASON: Unforeseen condition
   REQUESTED BY: Geotechnical Engineer/District
   COST: $15,791
   TIME EXTENSION: 0 days

#13 DESCRIPTION: COR 13
   Potholing for soils conditions at stadium wall
   REASON: Provide information on existing soils conditions
   REQUESTED BY: District
   COST: $1,614
   TIME EXTENSION: 0 days

#14 DESCRIPTION: COR 14
   Additional sewer and electrical work due to wet foundations and soils
   REASON: Wet soils
   REQUESTED BY: Geotechnical Engineer/District
   COST: $8,860
   TIME EXTENSION: 0 days
#15 DESCRIPTION: COR 15
Remove existing wet soil, Installed a geo grid fabric and class II base material due the substantial rainy season. **This was approved at the April 19, 2005 Board of trustees Meeting.**
REASON: Rains had saturated the dirt at the stadium track.
REQUESTED BY: Geotechnical Engineer/District to meet graduation scheduled
COST: $84,000
TIME EXTENSION: 5 days

#16 DESCRIPTION: COR 17
Replace existing conduit and phone line
REASON: Unforeseen condition
REQUESTED BY: District
COST: $718
TIME EXTENSION: 0 days

#17 DESCRIPTION: COR 18
Rework electrical, phone systems impacted by COR 5’s over-excavation
REASON: Unforeseen condition
REQUESTED BY: District
COST: $4,213
TIME EXTENSION: 0 days

#18 DESCRIPTION: COR 19
Sunday work to provide new electrical service
REASON: Minimize campus disruption
REQUESTED BY: District
COST: $12,651
TIME EXTENSION: 0 days

#19 DESCRIPTION: COR 20
Replace conduit for scoreboard and walkway lights impacted by COR 6’s over-excavation
REASON: Unforeseen condition
REQUESTED BY: District
COST: $4,100
TIME EXTENSION: 0 days

#20 DESCRIPTION: COR 21
Install new conduits and wiring impacted by COR 12’s over-excavation
REASON: Unforeseen condition
REQUESTED BY: District
COST: $3,847
TIME EXTENSION: 0 days

#21 DESCRIPTION: COR 24
Add irrigation wiring
REASON: Future use
REQUESTED BY: District
COST: $911
TIME EXTENSION: 0 days
#22 DESCRIPTION: COR 25
Excavate, air, re-compact wet soils
REASON: Due the substantial rainy season
REQUESTED BY: Geotechnical Engineer/District
COST: $12,225
TIME EXTENSION: 3 days

#23 DESCRIPTION: COR 26
Over-excavate and re-compact various locations
REASON: Due the substantial rainy season
REQUESTED BY: Geotechnical Engineer/District
COST: $14,927
TIME EXTENSION: 0 days

#24 DESCRIPTION: COR 27
Storm drain permit
REASON: Obtain City permit
REQUESTED BY: District
COST: $1,288
TIME EXTENSION: 0 days

#25 DESCRIPTION: COR 28
Modify new primary electrical service
REASON: City changed design
REQUESTED BY: City/District
COST: $25,876
TIME EXTENSION: 5 days

#26 DESCRIPTION: COR 29
Add speakers at stadium
REASON: Extend coverage area
REQUESTED BY: District
COST: $8,000
TIME EXTENSION: 0 days

#27 DESCRIPTION: COR 31
Trim tress at stadium
REASON: To accommodate stadium lighting
REQUESTED BY: District
COST: $1,591
TIME EXTENSION: 0 days

#28 DESCRIPTION: COR 32
Add track cooling system
REASON: Accommodate all weather use
REQUESTED BY: District/Architect
COST: $29,942
TIME EXTENSION: 0 days
#29 DESCRIPTION: COR 34
Provide planting and irrigation north of stadium
REASON: Area not previously landscaped
REQUESTED BY: District
COST: $1,337
TIME EXTENSION: 0 days

#30 DESCRIPTION: COR 35
Add cable to press box
REASON: Completion of COR 2
REQUESTED BY: District
COST: $1,803
TIME EXTENSION: 0 days

#31 DESCRIPTION: COR 37
Add planting & irrigation east of stadium
REASON: Area not previously landscaped
REQUESTED BY: District
COST: $100
TIME EXTENSION: 0 days

#32 DESCRIPTION: COR 38
Construct sewer bypass for south retaining wall
REASON: Unforeseen conditions
REQUESTED BY: District
COST: $7,190
TIME EXTENSION: 0 days

#33 DESCRIPTION: COR 39
Misc. T&M removal and demolition work
REASON: Unforeseen condition
REQUESTED BY: District
COST: $1,905
TIME EXTENSION: 0 days

#34 DESCRIPTION: COR 40
Over-excavate and re-compact compressive soils at south retaining wall
REASON: Unforeseen condition
REQUESTED BY: Geotechnical Engineer/District
COST: $5,900
TIME EXTENSION: 0 days

#35 DESCRIPTION: COR 41
Add aluminum curbing
REASON: Competitive qualification requirements
REQUESTED BY: District/Architect
COST: $16,721
TIME EXTENSION: 0 days
#36 DESCRIPTION: COR 42
Upgrade moisture membrane at stadium track
REASON: Change to impenetrable type
REQUESTED BY: District
COST: $ 10,495
TIME EXTENSION: 0 days

#37 DESCRIPTION: COR 44
Remove and repair sewer line
REASON: Unforeseen condition
REQUESTED BY: District
COST: $ 853
TIME EXTENSION: 0 days

#38 DESCRIPTION: COR 45
Provide removable chain link fence panels
REASON: For field access
REQUESTED BY: District
COST: $ 4,648
TIME EXTENSION: 0 days

#39 DESCRIPTION: COR 46
Paint “RCC” on track
REASON: Add to all-weather track the College name
REQUESTED BY: District
COST: $ 1,742
TIME EXTENSION: 0 days

#40 DESCRIPTION: COR 47
Install two backflow preventers
REASON: Provisions for two stadium toilet rooms
REQUESTED BY: District
COST: $ 3,000
TIME EXTENSION: 0 days

#41 DESCRIPTION: COR 49
Add concrete curb at channel
REASON: Safety feature
REQUESTED BY: DSA/District
COST: $ 9,292
TIME EXTENSION: 0 days

#42 DESCRIPTION: COR 50
Provide potable water to visitor toilet room
REASON: Available water not potable.
REQUESTED BY: District
COST: $ 8,711
TIME EXTENSION: 0 days
EXHIBIT “A” – Change Order #1  
P.E. Complex / Parking Structure – Riverside CCD  
Steinberg Architects # 04036, DSA # A04-106547  
September 30, 2005  

#43 DESCRIPTION: COR 51  
Install drainage system at practice field  
REASON: Unforeseen condition  
REQUESTED BY: District  
COST: $ 8,270  
TIME EXTENSION: 0 days  

#44 DESCRIPTION: COR 52  
Install mainline backflow preventer  
REASON: None existing  
REQUESTED BY: District  
COST: $ 4,356  
TIME EXTENSION: 0 days  

#45 DESCRIPTION: COR 54  
Credit for RCC speaker rental  
REASON: Speaker system incomplete for graduation  
REQUESTED BY: District  
COST: <$4,500>  
TIME EXTENSION: 0 days  

#46 DESCRIPTION: COR 56  
Provide anchoring system at bleachers  
REASON: Wind/turnover  
REQUESTED BY: Required by the Department of the State Architect (DSA)  
COST: $ 16,686  
TIME EXTENSION: 0 days  

#47 DESCRIPTION: COR 57  
Delete concrete swales  
REASON: To be part of next project  
REQUESTED BY: District  
COST: <$4,875>  
TIME EXTENSION: 0 days  

#48 DESCRIPTION: COR 58  
Add fencing sleeves  
REASON: For movable panels  
REQUESTED BY: District  
COST: $ 1,533  
TIME EXTENSION: 0 days  

#49 DESCRIPTION: COR 59  
Delete Ceramics road slurry  
REASON: To be a part of next project  
REQUESTED BY: District  
COST: <$438>  
TIME EXTENSION: 0 days
<table>
<thead>
<tr>
<th>#</th>
<th>DESCRIPTION</th>
<th>Reason</th>
<th>Requested By</th>
<th>Cost</th>
<th>Time Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>COR 60</td>
<td>Delete 12” storm drain</td>
<td>District</td>
<td>&lt;$ 4,300&gt;</td>
<td>0 days</td>
</tr>
<tr>
<td></td>
<td></td>
<td>To become part of next project</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>COR 62</td>
<td>Delete landscape maintenance</td>
<td>RCC took immediate possession</td>
<td>&lt;$ 3,000&gt;</td>
<td>0 days</td>
</tr>
</tbody>
</table>
Subject: Riverside Community College District Foundation Major Gifts Campaign – Advance of Funds Proposal

Background: At the September 13, 2005, meeting, the Board of Trustees approved a proposal from the RCCD Foundation to advance funds to the Foundation in support of a proposed major gifts campaign (please see attached Board report). This proposal would involve a loan of $1.3 million from the District to the Foundation to enable the Foundation to cover staffing, consultant, materials development, campaign event and office start-up costs. Additionally, the RCCD Board of Trustees action was contingent on approval of the major gifts campaign by the RCCD Foundation Board.

The Foundation Board subsequently approved the major gifts campaign on September 20, 2005. Thus, District and Foundation staff have discussed the terms associated with the advance of funds. Said terms would be as follows:

- Interest would accrue at the rate realized by the District from the County Treasurer.
- Interest would accrue only when funds are drawn by the Foundation.
- The advance would be made from the District’s Resource 1000.
- Repayment to the District would be made on a semi-annual basis.
- Repayment by the Foundation would begin on July 1, 2009, with payments made in equal semi-annual installments and with the final payment due to the District on or before June 30, 2011.
- Prepayment of all borrowed funds may occur without penalty and at the pleasure of the Foundation.

Recommended Action: It is recommended that the Riverside Community College District Board of Trustees approve an advance from Resource 1000 of up to $1.3 million to the Riverside Community College District Foundation with repayment terms as set forth above.

Salvatore G. Rotella
Chancellor

Prepared by: James L. Buysse
Vice Chancellor
Administration and Finance
RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: V-D-6
Date: September 13, 2005

Subject: Proposal for a Major Gifts Campaign

Background: In January 2005, the RCCD Foundation voted to undertake a feasibility study for a major gifts campaign to support District projects. This study was completed in June 2005 by The Clements Group, which is recommending that the Foundation undertake a three-year major gifts campaign with a working goal of $17 - $20 million in cash and pledges and $8 million in planned gifts.

The attached proposal outlines a projected campaign budget of $1.2 million, including staffing, consultant fees, materials development, campaign event costs and office start-up expenses. The Foundation is requesting that the District consider advancing funds to the Foundation to cover these campaign costs, which subsequently would be reimbursed by the Foundation. If this proposal is approved by both the RCCD Trustees and the RCC Foundation Board, a formal agreement specifying repayment terms similar to that used for the RCC Alumni House acquisition will be developed for presentation to both Boards.

Recommended Action: It is recommended that the Board of Trustees approve the RCC Foundation proposal described above relative to an advance of funds in support of a major gifts campaign contingent upon approval of said campaign by the RCC Foundation Board, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

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

Jim Parsons
Associate Vice Chancellor, Public Affairs and Institutional Advancement
RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION

Proposal For A Major Gifts Campaign
Background
In January 2005, the RCCD Foundation Board of Directors voted to undertake a feasibility study to assess whether the Foundation was in a position to conduct a Major Gifts Campaign to provide additional private support for District projects. It was the general agreement of the Foundation that the District had positive visibility following the successful passage of Measure C and the success of the Foundation’s prior campaigns: the Endowed Scholarship Campaign (1991-1992), Passport to College (1996-1999) and the Alumni House Campaign (2000-2003). The Clements Group was selected to conduct the study.

The Clements Group: A Proven Track Record
The Clements Group has specialized in community college institutional advancement for over 19 years and has now assisted over half of other community and/or technical colleges in the country. They have a proven track record of success. Among their successful campaigns are:

<table>
<thead>
<tr>
<th>Institution</th>
<th>Information</th>
<th>Goal</th>
<th>Achieved</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Kentucky Community College System - Lexington, KY</td>
<td>Campaign #1</td>
<td>$38 Million</td>
<td>$44 Million</td>
</tr>
<tr>
<td>Kentucky Community &amp; Technical College System - Lexington, KY</td>
<td>Campaign #2 in progress</td>
<td>$80 Million</td>
<td>$45 Million</td>
</tr>
<tr>
<td>Cuyahoga Community College - Cleveland, OH</td>
<td>Metropolitan area</td>
<td>$20 Million</td>
<td>$20 Million</td>
</tr>
<tr>
<td>Greenville Technical College - Greenville, SC</td>
<td>Diverse area</td>
<td>$9 Million</td>
<td>$19 Million</td>
</tr>
<tr>
<td>Kirkwood Community College - Cedar Rapids, IA</td>
<td>2 Campaigns</td>
<td>$15 Million</td>
<td>$17 Million</td>
</tr>
<tr>
<td>Brophy College Prep - Phoenix, AZ</td>
<td>Diverse area</td>
<td>$20 Million</td>
<td>$25 Million</td>
</tr>
<tr>
<td>Sitting Bull College - Fort Yates, ND</td>
<td>Diverse area - Campaign in progress</td>
<td>$40 Million</td>
<td>$16 Million</td>
</tr>
</tbody>
</table>

Campaign Feasibility Study
The Feasibility Study was conducted over a 4-week period in May 2005. 102 interviews of faculty, staff, administrators, Foundation board members and community leaders were undertaken, assessing 13 potential District or campus-wide initiatives. During the feasibility study, significant insight and direction were gleaned by the consultants. The strength and validation of their recommendation comes from their findings, the interviews themselves, and current research available on philanthropy and community college education. In July, The Clements Group presented the results of the Feasibility Study to the Foundation Board, and the response of the Board was very positive.

Recommendation
The Clements Group recommends that Riverside Community College District Foundation immediately begin preparations to launch a three-year Major Gifts Campaign, as outlined below. The Foundation Board’s next meeting is September 20, at which time the complete proposal from The Clements Group will be reviewed and a vote taken.
The proposed 36-month campaign includes:

Phase I (12 months) - Training, preparation, awareness, prospect research, business and industry focus groups and an Internal Campaign

Phase II (21 months) - External Campaign

Phase III (3 months) - External Campaign and follow-up

**Range of Campaign**
The Clements Group recommends Riverside Community College District Foundation initiate a Campaign with a (confidential) working goal of $17 to $20 million in cash and three to five-year pledges and $8 million in planned gifts. A **specific goal will be set only after the following activities have been completed:**

- The solicitation of the RCCD administration, faculty, staff, and Board members
- The identification of sufficient qualified prospects to achieve the desired goal
- The enlistment of the general campaign chair or co-chairs for the External Campaign
- The solicitation of lead gifts of $100,000 or more totaling approximately 60 percent of the goal

**Campaign Costs**

- **Campaign Staffing**
The Clements Group recommends that Amy Cardullo, the current Director of the RCC Foundation, serve as overall Campaign Manager and the Manager for the Riverside Area Campaign, and that a Campaign Manager (1 FTE) be appointed for the Norco and Moreno Valley campuses for the duration of the Campaign. It is also recommended that additional administrative staffing be in place to handle the demand of the Campaign (see staffing chart).

- **Consulting Services**
The Clements Group will be pleased to serve as Campaign consultants and provide training counsel and advise to the Campaign management team and the RCC Foundation Board to accomplish all tasks necessary to facilitate a successful Campaign.

The Clements Group will train the managers in all aspects of Campaign management and administration and will provide forms, schedules, agendas, and other information necessary for a successful Campaign. The Clements Group fee totals $366,300, plus expenses. (For a goal of $25 million, this equates to a $74 return investment for every dollar invested). This will be billed on a monthly basis over 36 months as follows:

- Months 1-24: $11,100 per month
- Months 25-36: $8,325 per month
Travel expenses will also be charged for each on-site visit, based on established IRS guidelines. A minimum of 36 on-site visits will be scheduled. The Clements Group recommends that Riverside Community College District provide adequate space and furnishings for Campaign offices, plus equipment and supplies. (See attached budget)

The Clements Group services include the following:

- Training the Campaign Manager, Chancellor, and Board members on their respective roles in all phases of the Major Gifts Campaign
- Developing and implementing a business and industry partnership development initiative that includes: Expansions of customized training, degree, and certificate programs geared to working adults; working advisory boards; curriculum enhancement; student internships; other types of programs that will ensure that the College is viewed as a partner in the economic vitality of the community
- Using Prospect Explorer to build the prospect database
- Organizing the Campaign office and training the appropriate staff to manage the Campaign
- Identifying major strategies for a Campaign-related marketing and public relations initiative
- Holding a series of executive, leadership, and internal “family” awareness sessions
- Preparing a compelling case for support based on the results of the feasibility study
- Providing a master manual that will contain procedures and samples for impacting all aspects of campaign management
- Preparing all Campaign training and promotional materials
- Organizing and implementing the selection of the general Campaign chair or co-chairs and other volunteers
- Announcing the Campaign goal
- Training the Campaign manager, Chancellor, and others as appropriate on end-of-Campaign activities and the components of a comprehensive resource development and institutional advancement program
- Enhancing Annual Giving appeals
- Holding a victory celebration for successful completion of Major Gifts Campaign
- Implementing appropriate Campaign follow-up procedures
- Enhancing Planning Giving appeals
- Preparing to implement a comprehensive resource development and institutional advancement program (following the Campaign)
Riverside Community College District Foundation
Proposed Campaign Budget (3 Year Duration) With Benefits

It is our recommendation that the Riverside Community College District and the RCCD Foundation consider partnering in this effort in a manner similar to that which led to the successful acquisition of the RCC Alumni House. If RCCD will advance to the Foundation sufficient funds to fully cover the costs of the Campaign, the Foundation will reimburse the District in full for this advance within a five-year period, on or before September 2016.

<table>
<thead>
<tr>
<th>Salaries (with Benefits)</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Norco/Moreno Valley Campaign Manager (1 FTE Range 15.0 Management)</td>
<td>$108,301</td>
<td>$110,467</td>
<td>$112,676</td>
<td>$331,444</td>
</tr>
<tr>
<td>Administrative support for Norco/Moreno Valley Manager (1 FTE Range 18 Classified)</td>
<td>$52,808</td>
<td>$53,865</td>
<td>$54,942</td>
<td>$161,615</td>
</tr>
<tr>
<td>Executive Assistant to Campaign Manager (1 FTE Range 19 Classified)</td>
<td>$55,377</td>
<td>$56,484</td>
<td>$57,613</td>
<td>$169,474</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The Clements Group</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant fee ($11,100/month for months 1-24) ($8,325/month for months 25-36)</td>
<td>$133,200</td>
<td>$133,200</td>
<td>$59,900</td>
<td>$306,300</td>
</tr>
<tr>
<td>Estimated travel expenses (2 days/month for 2 individuals) (expenses follow established IRS Guidelines)</td>
<td>$38,400</td>
<td>$38,400</td>
<td>$38,400</td>
<td>$115,200</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Office Equipment</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>(will seek donated equipment first)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 desktop computers, color printers (network capability)</td>
<td>$13,500</td>
<td>$0</td>
<td>$0</td>
<td>$13,500</td>
</tr>
<tr>
<td>Office supplies</td>
<td>$2,500</td>
<td>$2,500</td>
<td>$2,500</td>
<td>$7,500</td>
</tr>
<tr>
<td>Postage/Shipping</td>
<td>$4,000</td>
<td>$4,000</td>
<td>$4,000</td>
<td>$12,000</td>
</tr>
<tr>
<td>Xerox/FAX machine</td>
<td>$1,000</td>
<td>$0</td>
<td>$0</td>
<td>$1,000</td>
</tr>
<tr>
<td>Campaign letterhead and envelopes</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$3,000</td>
</tr>
<tr>
<td>Promotional materials (brochures, videos)</td>
<td>$10,000</td>
<td>$1,500</td>
<td>$1,500</td>
<td>$13,000</td>
</tr>
<tr>
<td>Telephones (installation and monthly charges for 2 telephones)</td>
<td>$1,500</td>
<td>$300</td>
<td>$300</td>
<td>$2,100</td>
</tr>
<tr>
<td>Donor cultivation and recognition</td>
<td>$25,000</td>
<td>$50,000</td>
<td>$25,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Office Space on Moreno Valley and Norco Campuses</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Campaign related travel</td>
<td>$600</td>
<td>$600</td>
<td>$600</td>
<td>$1,800</td>
</tr>
</tbody>
</table>

| Totals                                                       | $447,186   | $482,316   | $398,431   | $1,297,933  |
Report No.: V-D-5   Date: October 18, 2005

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

Background: Title 5 of the California Code of Regulations, Sections 58300, et seq., requires that financial information be submitted annually to the Board of Governors for the California Community Colleges. To comply with this requirement, the District prepares a statement of revenues and expenditures commonly known as the CCFS-311 – Annual Financial and Budget Report. The CCFS-311 reports the following information:

- Actual Financial Information – FY 2004-2005
- Budget Financial Information – FY 2005-2006
- Gann Appropriation Limit
- Analysis of Net Ending Fund Balance
- Analysis of Compliance with the 50 Percent Law
- Detail of Unrestricted and Restricted General Fund Revenues
- Expenditures by Combined General Fund Activity
- Receipt and Expenditure of Lottery Proceeds
- Analysis of Interfund Transfers

Information Only: Attached for the Board’s information is a copy of the 2004-2005 CCFS-311 – Annual Financial and Budget Report.

Salvatore G. Rotella
Chancellor

Prepared by: Rick Storti
District Controller
California Community Colleges

ANNUAL FINANCIAL AND BUDGET REPORT
(Financial Report for Fiscal Year 2004-05)
(Budget Report for Fiscal Year 2005-06)

District: Riverside Community College District
District Code: 960

This is to certify that the Annual Financial and Budget Report has been prepared and the budget adopted in accordance with the California Code of Regulations, beginning with Section 58300. Further, to the best of my knowledge, the data contained in this report are correct.

District Chief Business Officer

Date: 9/30/05

District Superintendent

Date: 10/5/05

Contact:
Aaron Brown
Name
Associate Vice-Chancellor, Finance
Title
(951) 222-8789
Phone Number
aaron.brown@rcc.edu
E-Mail

In accordance with the California Code of Regulations, Section 58305(d) a copy of this report is due to the Chancellor's Office on or before October 10, 2005. Please submit the report to:

Chancellor's Office
California Community Colleges
Fiscal Services Unit
1102 Q Street, Suite 300
Sacramento, CA 95814 - 6511
## CALIFORNIA COMMUNITY COLLEGES
### Annual Financial and Budget Report

**Governmental Funds Group**

### 10 General Fund:

#### REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2004-05  
Budget Year: 2005-06

<table>
<thead>
<tr>
<th>Description</th>
<th>State Use Only (EDP)</th>
<th>Fund: 11 UNRESTRICTED SUBFUND</th>
<th>Fund: 12 RESTRICTED SUBFUND</th>
<th>Fund: 10 TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Actual (1)</td>
<td>Budget (2)</td>
<td>Actual (1)</td>
</tr>
<tr>
<td>REVENUES:</td>
<td></td>
<td>110,875</td>
<td>112,495</td>
<td>7,360,737</td>
</tr>
<tr>
<td>Federal Revenues</td>
<td>8100</td>
<td>110,875</td>
<td>112,495</td>
<td>7,360,737</td>
</tr>
<tr>
<td>State Revenues</td>
<td>8600</td>
<td>65,256,802</td>
<td>76,317,644</td>
<td>7,109,967</td>
</tr>
<tr>
<td>Local Revenues</td>
<td>8800</td>
<td>41,037,847</td>
<td>40,787,081</td>
<td>4,219,945</td>
</tr>
<tr>
<td>TOTAL REVENUES</td>
<td>801</td>
<td>106,405,524</td>
<td>117,217,220</td>
<td>18,690,649</td>
</tr>
<tr>
<td>EXPENDITURES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Actual (1)</td>
<td>Budget (2)</td>
<td>Actual (1)</td>
</tr>
<tr>
<td>Academic Salaries</td>
<td>1000</td>
<td>48,105,200</td>
<td>54,570,426</td>
<td>3,143,824</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>2000</td>
<td>21,029,792</td>
<td>25,459,994</td>
<td>5,493,014</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>3000</td>
<td>18,136,148</td>
<td>20,729,759</td>
<td>2,490,148</td>
</tr>
<tr>
<td>Supplies and Materials</td>
<td>4000</td>
<td>1,594,590</td>
<td>2,331,496</td>
<td>1,326,179</td>
</tr>
<tr>
<td>Other Operating Expenses and Services</td>
<td>5000</td>
<td>10,576,237</td>
<td>13,901,009</td>
<td>3,559,322</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>6000</td>
<td>1,322,668</td>
<td>3,912,220</td>
<td>3,232,920</td>
</tr>
</tbody>
</table>
### REVENUES, EXPENDITURES, AND FUND BALANCE DATA

#### Special Revenue Funds

**Fund: 32 CAFETERIA FUND**

<table>
<thead>
<tr>
<th>Description</th>
<th>Actual (1)</th>
<th>Budget (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Revenues</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Revenues</td>
<td>8100</td>
<td>5,663</td>
</tr>
<tr>
<td>Local Revenues</td>
<td>8600</td>
<td>124,847</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>8800</td>
<td>1,292,842</td>
</tr>
</tbody>
</table>

#### Fund: 33 CHILD DEVELOPMENT FUND

<table>
<thead>
<tr>
<th>Description</th>
<th>Actual (1)</th>
<th>Budget (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>801</td>
<td>1,292,842</td>
</tr>
</tbody>
</table>

#### Excess/Deficiency of Revenues Over Expenditures

- **Fund: 34**

<table>
<thead>
<tr>
<th>Description</th>
<th>201</th>
<th>202</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excess/Deficiency</td>
<td>(263,515)</td>
<td>(433,626)</td>
</tr>
</tbody>
</table>

#### Other Financing Sources

<table>
<thead>
<tr>
<th>Description</th>
<th>8900</th>
<th>8901</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Financing</td>
<td>326,930</td>
<td>356,930</td>
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</table>

#### Other Outgo

<table>
<thead>
<tr>
<th>Description</th>
<th>7000</th>
<th>7001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Outgo</td>
<td>320,000</td>
<td>220,000</td>
</tr>
</tbody>
</table>

#### Net Increase/(Decrease) in Fund Balance

<table>
<thead>
<tr>
<th>Description</th>
<th>901</th>
<th>902</th>
<th>903</th>
<th>904</th>
<th>905</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Beginning Balance, July 1</td>
<td>252,534</td>
<td>295,949</td>
<td>(1,455)</td>
<td>30,549</td>
<td></td>
</tr>
<tr>
<td>Prior Years Adjustments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adjusted Beginning Balance</td>
<td>252,534</td>
<td>295,949</td>
<td>(1,455)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ending Fund Balance, June 30</td>
<td>295,949</td>
<td>219,253</td>
<td>30,549</td>
<td>64,210</td>
<td></td>
</tr>
</tbody>
</table>
## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

### Capital Projects Funds

#### For Actual Year: 2004-05  
#### Budget Year: 2005-06

<table>
<thead>
<tr>
<th>Description</th>
<th>State Use Only (EDP)</th>
<th>FUND: 41 CAPITAL OUTLAY PROJECTS FUND</th>
<th>FUND:</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Actual (1)</td>
<td>Budget (2)</td>
</tr>
<tr>
<td>REVENUES:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Revenues</td>
<td>8100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Revenues</td>
<td>8600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Revenues</td>
<td>8800</td>
<td>1,220,661</td>
<td>1,432,400</td>
</tr>
<tr>
<td>TOTAL REVENUES</td>
<td>801</td>
<td>7,087,508</td>
<td>14,019,646</td>
</tr>
<tr>
<td>EXPENDITURES:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Salaries</td>
<td>1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>2000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>3000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplies and Materials</td>
<td>4000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Operating Expenses and Services</td>
<td>5000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>6000</td>
<td>18,222,764</td>
<td>39,463,911</td>
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<tr>
<td>TOTAL EXPENDITURES</td>
<td>501</td>
<td>20,275,050</td>
<td>39,758,518</td>
</tr>
<tr>
<td>EXCESS/(DEFICIENCY) OF REVENUES OVER EXPENDITURES</td>
<td>201</td>
<td>(13,187,542)</td>
<td>(25,738,872)</td>
</tr>
<tr>
<td>OTHER FINANCING SOURCES</td>
<td>8900</td>
<td>132,290,322</td>
<td>1,213</td>
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<td>OTHER OUTGO</td>
<td>7000</td>
<td>70,264,282</td>
<td>1,123,670</td>
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<tr>
<td>NET INCREASE/(DECREASE) IN FUND BALANCE</td>
<td>901</td>
<td>48,838,498</td>
<td>(26,661,529)</td>
</tr>
<tr>
<td>BEGINNING FUND BALANCE:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Beginning Balance, July 1</td>
<td>902</td>
<td>9,952,708</td>
<td>58,802,279</td>
</tr>
<tr>
<td>Prior Years Adjustments</td>
<td>903</td>
<td>11,073</td>
<td></td>
</tr>
<tr>
<td>Adjusted Beginning Balance</td>
<td>904</td>
<td>9,963,781</td>
<td></td>
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<tr>
<td>ENDING FUND BALANCE, JUNE 30</td>
<td>905</td>
<td>58,802,279</td>
<td>31,940,750</td>
</tr>
<tr>
<td>Description</td>
<td>Fund: 61 SELF-INSURANCE FUND</td>
<td>Fund:</td>
<td>Fund:</td>
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<tr>
<td>-------------------------------------------------</td>
<td>-----------------------------</td>
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<td>-------</td>
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<tr>
<td></td>
<td>State Use Only (EDP)</td>
<td>Actual (1)</td>
<td>Budget (2)</td>
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<tr>
<td>TOTAL INCOME</td>
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<td>4,842,772</td>
<td>5,247,889</td>
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<td>EXPENDITURES:</td>
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<td>Academic Salaries</td>
<td>1000</td>
<td></td>
<td></td>
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<tr>
<td>Classified Salaries</td>
<td>2000</td>
<td>170,729</td>
<td>187,525</td>
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<tr>
<td>Employee Benefits</td>
<td>3000</td>
<td>60,203</td>
<td>60,708</td>
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<tr>
<td>Supplies and Materials</td>
<td>4000</td>
<td>3,430</td>
<td>4,400</td>
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<tr>
<td>Other Operating Expenses and Services</td>
<td>5000</td>
<td>4,114,645</td>
<td>5,344,050</td>
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<td>Capital Outlay</td>
<td>6000</td>
<td>2,347</td>
<td>5,000</td>
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<tr>
<td>TOTAL EXPENDITURES</td>
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<td>4,351,354</td>
<td>5,601,683</td>
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<tr>
<td>NET INCOME / LOSS</td>
<td>201</td>
<td>491,418</td>
<td>(353,794)</td>
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<td>OTHER FINANCING SOURCES</td>
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<td>500,000</td>
<td>500,000</td>
</tr>
<tr>
<td>OTHER OUTGO</td>
<td>7000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NET INCREASE / (DECREASE) IN RETAINED EARNINGS</td>
<td>901</td>
<td>991,418</td>
<td>146,206</td>
</tr>
<tr>
<td>BEGINNING FUND BALANCE:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Beginning Balance, July 1</td>
<td>902</td>
<td>8,335</td>
<td>917,264</td>
</tr>
<tr>
<td>Prior Years Adjustments</td>
<td>903</td>
<td>(82,489)</td>
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</tr>
<tr>
<td>Adjusted Beginning Balance</td>
<td>904</td>
<td>(74,154)</td>
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<tr>
<td>ENDING FUND BALANCE, JUNE 30</td>
<td>905</td>
<td>917,264</td>
<td>1,063,470</td>
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</tbody>
</table>
## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

### Fiduciary Funds Group

<table>
<thead>
<tr>
<th>Description</th>
<th>Fund: 71</th>
<th>Fund: 74</th>
<th>Fund:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Actual (1)</td>
<td>Budget (2)</td>
<td>Actual (1)</td>
</tr>
<tr>
<td><strong>REVENUES:</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Federal Revenues</td>
<td>8100</td>
<td></td>
<td>13,961,671</td>
</tr>
<tr>
<td>State Revenues</td>
<td>8600</td>
<td></td>
<td>1,355,208</td>
</tr>
<tr>
<td>Local Revenues</td>
<td>8800</td>
<td>644,906</td>
<td>625,000</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>801</td>
<td>644,906</td>
<td>625,000</td>
</tr>
<tr>
<td><strong>EXPENDITURES:</strong></td>
<td>501</td>
<td>526,702</td>
<td>625,000</td>
</tr>
<tr>
<td>Academic Salaries</td>
<td>1000</td>
<td></td>
<td>118,204</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>2000</td>
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<td>165,504</td>
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<tr>
<td>Employee Benefits</td>
<td>3000</td>
<td></td>
<td>361,198</td>
</tr>
<tr>
<td>Supplies and Materials</td>
<td>4000</td>
<td></td>
<td>361,198</td>
</tr>
<tr>
<td>Other Operating Expenses and Services</td>
<td>5000</td>
<td>165,504</td>
<td>625,000</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>6000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>201</td>
<td>118,204</td>
<td>15,316,879</td>
</tr>
<tr>
<td>Excess/Deficiency of Revenues Over Expenditures</td>
<td>8900</td>
<td></td>
<td>19,309</td>
</tr>
<tr>
<td>Other Financing Sources</td>
<td>7000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Increase/Decrease in Fund Balance</td>
<td>901</td>
<td>137,513</td>
<td></td>
</tr>
<tr>
<td>Beginning Fund Balance:</td>
<td>902</td>
<td>874,097</td>
<td>1,011,610</td>
</tr>
<tr>
<td>Prior Years Adjustments</td>
<td>903</td>
<td></td>
<td>874,097</td>
</tr>
<tr>
<td>Adjusted Beginning Balance</td>
<td>904</td>
<td></td>
<td>874,097</td>
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<tr>
<td>Ending Fund Balance, June 30</td>
<td>905</td>
<td>1,011,610</td>
<td>1,011,610</td>
</tr>
</tbody>
</table>
**Gann Appropriation Limit**

**SUPPLEMENTAL DATA**

**Proposition 4: Gann Appropriation Limit**

Proposition 4 (November 1979, Special Election) added Article XIII B to the State Constitution to place limitations of the expenditures of State and local governments.

SB 1352, Chapter 1205/80, provided the implementation of Article XIII B. Subsequently, that legislation was amended by SB 98 (Chapter 82/89), AB 198 (Chapter 83/89), and AB 751 (Chapter 1395/89).

Using the method prescribed by the Chancellor's Office and approved by the Department of Finance; please provide district information for the budget year, pursuant to Government Code Sections 7908(c) and 7910, as follows:

**Budget Year: 2005-06**

<table>
<thead>
<tr>
<th>Description</th>
<th>State Use Only (EDP)</th>
<th>S11 Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriations Limit.</td>
<td>11</td>
<td>$134,195,364</td>
</tr>
<tr>
<td>Appropriations subject to limit.</td>
<td>12</td>
<td>$96,094,231</td>
</tr>
<tr>
<td>Amount of State aid apportionments and subventions included within the proceeds of taxes of the district.</td>
<td>13</td>
<td>$63,709,340</td>
</tr>
<tr>
<td>Amounts excluded from the appropriations subject to limit, such as unreimbursed federal, State, or court mandates.</td>
<td>14</td>
<td>$0</td>
</tr>
</tbody>
</table>
## SUPPLEMENTAL DATA
For Actual Year: 2004-05

<table>
<thead>
<tr>
<th>Description</th>
<th>State Use Only (EDP)</th>
<th>General Fund Total No. S10</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. NET ENDING BALANCE</strong></td>
<td>905</td>
<td>15,887,367</td>
</tr>
<tr>
<td>Identify the following legally restricted or Board designated amounts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>within the net ending balance:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B. Noncash Assets (items of noncash nature not readily available to meet</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>fund expenditures)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investments (at cost)</td>
<td>611</td>
<td></td>
</tr>
<tr>
<td>Student Loans Receivable</td>
<td>612</td>
<td></td>
</tr>
<tr>
<td>Stores, Inventories, and Prepaid Items</td>
<td>613</td>
<td>66,035</td>
</tr>
<tr>
<td><strong>Subtotal B</strong></td>
<td>619</td>
<td>66,035</td>
</tr>
<tr>
<td><strong>C. Amounts restricted by law (legal requirement) includes specific tax</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>revenues, grants, and appropriations for special purposes.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal and State</td>
<td>621</td>
<td></td>
</tr>
<tr>
<td>Local</td>
<td>622</td>
<td>3,542,629</td>
</tr>
<tr>
<td><strong>Subtotal C</strong></td>
<td>629</td>
<td>3,542,629</td>
</tr>
<tr>
<td><strong>D. Subtotal, Reserved (B + C)</strong></td>
<td>675</td>
<td>3,608,664</td>
</tr>
<tr>
<td><strong>E. Amounts committed by contract/other legal obligations:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Outlay and Equipment Replacement</td>
<td>631</td>
<td></td>
</tr>
<tr>
<td>Collective Bargaining Contracts, Personal Services, and/or Consulting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracts</td>
<td>632</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>633</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal E</strong></td>
<td>639</td>
<td></td>
</tr>
<tr>
<td><strong>F. Amounts for district's self-insurance program</strong></td>
<td>649</td>
<td></td>
</tr>
<tr>
<td><strong>G. Amounts for court order payments</strong></td>
<td>659</td>
<td></td>
</tr>
<tr>
<td><strong>H. Amounts designated by Board action for specific future purposes</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>excluding amounts above:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Outlay and Equipment Replacement</td>
<td>661</td>
<td></td>
</tr>
<tr>
<td>Personal Services and/or Consulting Contracts</td>
<td>662</td>
<td></td>
</tr>
<tr>
<td>General Reserve</td>
<td>663</td>
<td>900,000</td>
</tr>
<tr>
<td>Other</td>
<td>664</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal H</strong></td>
<td>669</td>
<td>900,000</td>
</tr>
<tr>
<td><strong>I. TOTAL, DESIGNATED AMOUNTS (D through H)</strong></td>
<td>679</td>
<td>4,508,664</td>
</tr>
<tr>
<td><strong>J. UNCOMMITTED BALANCE (A less I)</strong></td>
<td>690</td>
<td>11,378,703</td>
</tr>
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</table>
## SUPPLEMENTAL DATA

**For Actual Year: 2004-05**

### Object Category

<table>
<thead>
<tr>
<th>Category</th>
<th>State Use Only (EDP)</th>
<th>ECS 84362(a) Instructional Salary Costs (AC 0100-5900 and AC 6110) (1)</th>
<th>ECS 84362(b) Total (AC 0100 - 6799) (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Academic Salaries (CA 1000):</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instructional Salaries (CA 1100 and 1300)</td>
<td>407</td>
<td>36,794,989</td>
<td>38,794,989</td>
</tr>
<tr>
<td>Noninstructional Salaries (CA 1200 and 1400)</td>
<td>408</td>
<td></td>
<td>8,713,230</td>
</tr>
<tr>
<td><strong>Subtotal Academic Salaries</strong></td>
<td>409</td>
<td>38,794,989</td>
<td>47,508,219</td>
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<tr>
<td><strong>Classified Salaries (CA 2000):</strong></td>
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<td></td>
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<tr>
<td>Noninstructional Salaries (CA 2100 and 2300)</td>
<td>411</td>
<td></td>
<td>18,271,308</td>
</tr>
<tr>
<td>Instructional Aides (CA 2200 and 2400)</td>
<td>416</td>
<td>1,573,540</td>
<td>1,573,540</td>
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<tr>
<td><strong>Subtotal Classified Salaries</strong></td>
<td>419</td>
<td>1,573,540</td>
<td>19,844,848</td>
</tr>
<tr>
<td>Employee Benefits (CA 3000)</td>
<td>429</td>
<td>7,992,133</td>
<td>17,650,861</td>
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<td>Supplies and Materials (CA 4000)</td>
<td>435</td>
<td></td>
<td>1,437,433</td>
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<tr>
<td>Other Operating Expenses and Services (CA 5000)</td>
<td>449</td>
<td></td>
<td>9,737,970</td>
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<tr>
<td>Equipment Replacement (CA 6400 Equipment, subsidiary &quot;Replacement&quot;)</td>
<td>451</td>
<td></td>
<td>106,161</td>
</tr>
<tr>
<td><strong>TOTAL (409 + 419 + 429) and (435 + 449 + 451)</strong></td>
<td>459</td>
<td>48,360,662</td>
<td>98,285,492</td>
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<tr>
<td>Less Exclusions for Current Expense of Education</td>
<td>469</td>
<td></td>
<td>4,884,988</td>
</tr>
<tr>
<td><strong>TOTALS for ECS 84362, 50 Percent Law (459 - 469)</strong></td>
<td>470</td>
<td>48,360,662</td>
<td>91,400,504</td>
</tr>
<tr>
<td>Percentage of CEE (EDP 470, col. 1 divided by EDP 470, col. 2)</td>
<td>471</td>
<td>52.91%</td>
<td>100.00%</td>
</tr>
<tr>
<td>50 Percent of Current Expense of Education (50% of EDP 470, col. 2)</td>
<td>472</td>
<td></td>
<td>45,700,252</td>
</tr>
<tr>
<td>Nonexempted Deficiency from second preceding fiscal year</td>
<td>473</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount Required to be Expended for Salaries of Classroom instructors (472 + 473)</td>
<td>474</td>
<td></td>
<td>45,700,252</td>
</tr>
</tbody>
</table>
### SUPPLEMENTAL DATA
For Actual Year: 2004-05

<table>
<thead>
<tr>
<th>Description</th>
<th>State Use Only (EDP)</th>
<th>Fund S11 Unrestricted Actual (1)</th>
<th>Fund S12 Restricted Actual (1)</th>
<th>Fund S10 Total General Fund Actual (1)</th>
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<tbody>
<tr>
<td>Federal Revenues (CA 8100):</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Forest Reserve</td>
<td>8110</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Higher Education Act</td>
<td>8120</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Workforce Investment Act</td>
<td>8130</td>
<td></td>
<td></td>
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<tr>
<td>Temporary Assistance for Needy Families (TANF)</td>
<td>8140</td>
<td></td>
<td>124,067</td>
<td>124,067</td>
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<tr>
<td>Student Financial Aid</td>
<td>8150</td>
<td>105,418</td>
<td></td>
<td>105,418</td>
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<tr>
<td>Veterans Education</td>
<td>8160</td>
<td>5,457</td>
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<td>5,457</td>
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## CALIFORNIA COMMUNITY COLLEGES
### Annual Financial and Budget Report

**SUPPLEMENTAL DATA**
For Actual Year: 2004-05

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<th>Fund S12 Restricted Actual (1)</th>
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## CALIFORNIA COMMUNITY COLLEGES
### Annual Financial and Budget Report

#### SUPPLEMENTAL DATA

For Actual Year: 2004-05

### Expenditures by Activity

**S10 General Fund - Combined**

**(Total Unrestricted and Restricted)**

#### S10 GENERAL FUND - COMBINED

<table>
<thead>
<tr>
<th>Activity Classification</th>
<th>State Use Only (EDP)</th>
<th>SALARIES and BENEFITS</th>
<th>Operating Expenses (4000 - 5000)</th>
<th>Capital Outlay (6000)</th>
<th>Other Outgo (7000)</th>
<th>Total (1000 - 7000)</th>
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**Subtotal - Instructional Activities** | **599** | **49,462,705** | **91,844** | **2,386,212** | **1,539,478** | **53,580,239**

* Salaries and Benefits of instructors and instructional aides in instructional assignments
** Salaries and Benefits of staff in noninstructional assignments

CCFS-311 (Rev. 6/2001, er) 9/20/05 3:25PM

Riverside Community College District 960 District Code No.
## SUPPLEMENTAL DATA
**For Actual Year: 2004-05**

### EXPENDITURES BY ACTIVITY
**S10 General Fund - Combined**
*(Total Unrestricted and Restricted)*

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<th>Activity Classification</th>
<th>State Use Only (EDP)</th>
<th>SALARIES and BENEFITS</th>
<th>Operating Expenses (4000 - 5000)</th>
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* Salaries and Benefits of instructors and instructional aides in instructional assignments
** Salaries and Benefits of staff in noninstructional assignments

**CCFS-311 (Rev. 6/2001, er)**

Riverside Community College District 960

District Code No.

9/20/05 3:25PM
CALIFORNIA COMMUNITY COLLEGES  
Annual Financial and Budget Report  

EXPENDITURES BY ACTIVITY  
S10 General Fund - Combined  
(Total Unrestricted and Restricted)  

SUPPLEMENTAL DATA  
For Actual Year: 2004-05  

<table>
<thead>
<tr>
<th>Activity Classification</th>
<th>State Use Only (EDP)</th>
<th>SALARIES and BENEFITS</th>
<th>Operating Expenses (4000 - 5000)</th>
<th>Capital Outlay (6000)</th>
<th>Other Outgo (7000)</th>
<th>Total (1000 - 7000)</th>
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<td>Noninstructional**</td>
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* Salaries and Benefits of instructors and instructional aides in instructional assignments  
** Salaries and Benefits of staff in noninstructional assignments
### Expenditures by Activity
#### S10 General Fund - Combined
(Total Unrestricted and Restricted)

**SUPPLEMENTAL DATA**
For Actual Year: 2004-05

<table>
<thead>
<tr>
<th>Activity Classification</th>
<th>State Use Only (EDP)</th>
<th>SALARIES and BENEFITS</th>
<th>Operating Expenses (4000 - 5000)</th>
<th>Capital Outlay (6000)</th>
<th>Other Outgo (7000)</th>
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</table>

* Salaries and Benefits of instructors and instructional aides in instructional assignments
** Salaries and Benefits of staff in noninstructional assignments

CCFS-311 (Rev. 6/2001, er)
### Expenditures by Activity
### S10 General Fund - Combined
#### (Total Unrestricted and Restricted)

#### SUPPLEMENTAL DATA
For Actual Year: 2004-05

<table>
<thead>
<tr>
<th>Activity Classification</th>
<th>State Use Only (EDP)</th>
<th>SALARIES and BENEFITS</th>
<th>Operating Expenses</th>
<th>Capital Outlay</th>
<th>Other Outgo</th>
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<td>Noninstructional** (2)</td>
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<td>Auxiliary Operations (7000)</td>
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<td>1,452,026</td>
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</tbody>
</table>

* Salaries and Benefits of instructors and instructional aides in instructional assignments
** Salaries and Benefits of staff in noninstructional assignments
## CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report
SUPPLEMENTAL DATA

<table>
<thead>
<tr>
<th>Description</th>
<th>State Use Only (EDP)</th>
<th>Instructional Activities (0100 - 5900) (1)</th>
<th>Instructional &amp; Institutional Support Activities (6000 - 6700) (2)</th>
<th>Others (3)</th>
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### Part I. Actual Fiscal Year Data

4. State Lottery Proceeds:
   a. Cash Received
      - 869A
      - 2,486,340
   b. Accrued
      - 860A
      - 773,629

Expenditures:

5. Salaries and Benefits (Objects 1000 - 3000)
   - 100A

6. Supplies and Materials (Object 4000)
   a. Software
      - 210A
      - 1,864
      - 6,743
      - 8,607
   b. Books, Magazines, & Periodicals
      - 220A
      - 3,245
      - 35,847
      - 39,092
   c. Instructional Supplies & Materials
      - 230A
      - 38,652
      - 20,643
      - 59,295
   d. NonInstructional Supplies & Materials
      - 240A
      - 15,349
      - 121,087
      - 136,436

7. Other Oper. Exp. & Services (5000)
   - 400A
   - 415,335
   - 2,243,167
   - 2,658,502

8. Capital Outlay:
   a. Library Books (Object 6300)
      - 630A
   b. Equipment (Object 6400)
      - 640A
      - 56,162
      - 301,875
      - 358,037

9. Other
   - 650A

10. Total Expenditures (add lines 5 thru 9)
    - 501A
    - 530,607
    - 2,729,362
    - 3,259,969

11. 06/30/05 Balance (lines 3 + 4 - 10)
    - 905A

### Part II. Budget Fiscal Year Data

12. State Lottery Proceeds (estimated)
    - 869B
    - 3,670,463

Expenditures:

13. Salaries and Benefits (Objects 1000 - 3000)
    - 100B

14. Supplies & Materials (Object 4000)
   a. Software
      - 210B
      - 2,099
      - 7,592
      - 9,691
   b. Books, Magazines, & Periodicals
      - 220B
      - 3,653
      - 40,361
      - 44,014
   c. Instructional Supplies & Materials
      - 230B
      - 43,519
      - 23,242
      - 66,761
   d. NonInstructional Supplies & Materials
      - 240B
      - 17,282
      - 136,335
      - 153,617

15. Other Oper. Exp. & Services (Object 5000)
    - 400B
    - 467,634
    - 2,525,624
    - 2,993,258

16. Capital Outlay:
   a. Library Books (Object 6300)
      - 630B
   b. Equipment (Object 6400)
      - 640B
      - 63,234
      - 339,888
      - 403,122
   c. Other
      - 650B

18. Total Expenditures (add lines 13 thru 17)
    - 501B
    - 597,421
    - 3,073,042
    - 3,670,463

19. 06/30/06 Projected Balance (add lines 11 + 12 - 18)
    - 905B
## Analysis of Interfund Transfers

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<th>Fund Title</th>
<th>Amount Transferred In</th>
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<td>IN</td>
<td>Self-Insurance Fund</td>
<td>500,000</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>OUT</td>
<td>Unrestricted Subfund</td>
<td>500,000</td>
<td></td>
</tr>
</tbody>
</table>
## Analysis of Interfund Transfers

<table>
<thead>
<tr>
<th>Fund #</th>
<th>In/Out</th>
<th>Fund Title</th>
<th>Amount Transferred In</th>
<th>Amount Transferred Out</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td></td>
<td>Unrestricted Subfund</td>
<td>983,860</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td></td>
<td>Capital Outlay Projects Fund</td>
<td></td>
<td>994,933</td>
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<tr>
<td>12</td>
<td></td>
<td>Restricted Subfund</td>
<td>11,073</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td></td>
<td>Cafeteria Fund</td>
<td>326,930</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td>Unrestricted Subfund</td>
<td></td>
<td>1,146,930</td>
</tr>
<tr>
<td>33</td>
<td></td>
<td>Child Development Fund</td>
<td>320,000</td>
<td></td>
</tr>
<tr>
<td>61</td>
<td></td>
<td>Self-Insurance Fund</td>
<td>500,000</td>
<td></td>
</tr>
</tbody>
</table>

**Summary Totals**

<table>
<thead>
<tr>
<th>Totals</th>
<th>2,141,863</th>
<th>2,141,863</th>
</tr>
</thead>
</table>

CCFS-311  Rev. 8/2002  Riverside Community College District  960  District Code No.
9/20/2005  3:27PM
RIVERSIDE COMMUNITY COLLEGE DISTRICT
BUSINESS FROM BOARD MEMBERS

Report No.: VIII-A                 DATE: October 18, 2005

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

Background: In September it was reported to the Board that it is highly desirable and
much less costly for the four beneficiaries of the Miné Okubo Estate (Riverside
Community College District, the Japanese American Museum, Oakland Museum and the
San Francisco Museum of Modern Art) to come to agreement over the disposition of the
art and papers, and not have it settled in the Courts.

Recommended Action: It is recommended that the President of the Board of Trustees
appoint two Board members to serve on an adhoc committee to work with District
Administration to reach a settlement with the other beneficiaries of the Miné Okubo
Estate (the Japanese American Museum, Oakland Museum and the San Francisco
Museum of Modern Art).

Prepared by: Virginia MacDonald
Chief of Staff

Salvatore G. Rotella
Chancellor