RIVERSIDE COMMUNITY COLLEGE DISTRICT

Board of Trustees - Regular Meeting – November 16, 2004 - 6:00 p.m. Student Services Lobby, Norco Campus

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

Closed Session

- Pursuant to Government Code Section 54956.8, conference with real property negotiator Dave Saunders, Attorney, Clayson, Mann, Yaeger and Hansen, regarding the ground lease, parcel #141-260-008-2, located in the vicinity of La Sierra University, along portions of vacated Pierce Street, Riverside, California.

Recommended Action: To be Determined

- Pursuant to Education Code Section 72122, student appeal of administrative decision.
- **Recommended Action: To be Determined**
- Conference with legal counsel regarding existing litigation, Office of Civil Rights agreement to resolve Complaint No. 09-03-2139.

Information Only

- I. <u>Approval of Minutes</u> Regular meeting of October 19, 2004 Special meeting of October 28, 2004
- II. President's Reports
 - A. Communications

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

- B. January 2005 Board Meeting Dates
 - Recommend approving the proposed January 2005 Board Meeting dates.

- C. Proposed Memorandum of Understanding for Administration of Scholarship Funds
 - Recommend approving the MOU with EDA to provide working scholarships for RCCD Nursing students, from June 1, 2004 through December 31, 2005, or until all scholarship funds have been expended.

Recommended Action: Request for Approval

III. Student Report

IV. Consent Items

A. Action

- 1. Personnel
 - Appointments and assignments of academic and classified employees.
 - a. Academic Personnel
 - 1. Appointments
 - (a) Management
 - (b) Long-Term, Temporary Assignment, Spring Semester 2005
 - (c) Coordinator Assignment, Spring Semester 2005
 - (d) Extra-Curricular Assignments, Academic Year 2004-2005
 - (e) Part-Time Faculty, Hourly Assignments, Fall Semester 2004
 - (f) Child Development Center, Hourly Employees, Fall Semester 2004
 - (g) Part-Time Faculty, Hourly Assignments, Summer Intersession 2004
 - (h) Special Assignments
 - 2. Salary Reclassifications
 - 3. Request to Rescind Management Appointment
 - 4. Request to Rescind Management Resignation

- 5. Position Reclassifications
- 6. Separations
- b. Classified Personnel
 - 1. Appointments
 - (a) District
 - (b) Categorically Funded
 - (c) Short Term
 - (d) Temporary As Needed Student Workers
 - (e) Community Education Program Spring Semester 2005
 - (f) Special Projects
 - 2. Reclassification of Classified Management Position
 - 3. Reorganization of Classified Bargaining Unit Positions
 - 4. Request to Adjust Confidential Employee's Salary
 - 5. Request to Adjust Classified Bargaining Unit Employee's Percentage in Workload
 - 6. Request to Extend Illness Leave Without Pay
 - 7. Leave Without Pay Due to Suspension
 - 8. Separations
- Purchase Order and Warrant Report -- All District Funds
 Purchase orders and warrant reports issued by the Business
 - Office and Auxiliary Business Services.
- 3. Annuities
 - Tax shelter annuities for employees, amendments and terminations.

- 4. Approval Budget Adjustments
 - a. Approval Budget Adjustments
 - Request approval of various budget transfers between major object codes as requested by administrative personnel.
 - b. Resolution(s) to Amend Budget
 - 1. Resolution to Amend Budget Resolution No. 6-04/05 2004-2005 AmeriCorps Teacher and Reading Development Partnership Program
 - Recommend adopting a resolution to add income and expenditures to the adopted budget.
 - 2. Resolution to Amend Budget Resolution No. 7-04/05 2004-2005 Independent Living Program
 - Recommend adopting a resolution to add income and expenditures to the adopted budget.
 - 3. Resolution to Amend Budget Resolution No. 8-04/05 2005 Procurement Assistance Center
 - Recommend adopting a resolution to add income and expenditures to the adopted budget.
- 5. Bid Awards (None)
- 6. Donations
 - Recommend accepting the listed donated items.
- 7. Out-of-State Travel
 - Recommend approving out-of-state travel requests.
- 8. Grants, Contracts and Agreements (None)
- 9. Other Items (None)

Recommended Action: Request for Approval

- B. Information
 - 1. Monthly Financial Report
 - Informational report relative to financial activity from July 1, 2004 through October 31, 2004.

Information Only

V. Board Committee Reports

A. Academic Affairs and Student Services

1. Proposed Curricular Changes

-Recommend approving the proposed course and degree/certificate pattern revisions.

Recommended Action: Request for Approval

2. Performing Arts

a. Contract with Becky Long

-Recommend approving the contract with Becky Long to perform as principal cellist in the RCC Symphony Orchestra. The term of the agreement is November 17, 2004 – December 7, 2004.

Recommended Action: Request for Approval

b. Contract with Mitch Fennel

-Recommend approving the contract with Mitch Fennell to act as a clinician for the RCC Concert Band Festival on March 8, 2005.

Recommended Action: Request for Approval

c. Contract with Don Gunderson

-Recommend approving the contract with Don Gunderson to act as a clinician for the RCC Concert Band Festival on for March 8, 2005.

Recommended Action: Request for Approval

d. Contract with Mark Gunderson

-Recommend approving the contract with Mark Gunderson to act as a clinician for the RCC Concert Band Festival on March 8, 2005.

Recommend Action: Request for Approval

e. Contract with Don Jaramillo

-Recommend approving the contract with Don Jaramillo to act as a clinician for the RCC Concert Band Festival on March 8, 2005.

Recommend Action: Request for Approval

f. Contract with John Carnahan

-Recommend approving the contract with John Carnahan to act as a clinician for the RCC Concert Band Festival. The term of the agreement is for March 9, 2005.

- g. Contract with Jason Chevalier
 - -Recommend approving the contract with Jason Chevalier to act as a clinician for the RCC Concert Band Festival. The term of the agreement is for March 9, 2005.

Recommend Action: Request for Approval

- h. Contract with Becky Long
 - -Recommend approving the contract with Becky Long to perform as principal cellist in the RCC Symphony Orchestra. The term of the agreement is March 15, 2005 May 31, 2005.

Recommend Action: Request for Approval

- i. Contract with Mitch Fennell
 - -Recommend approving the contract with Mitch Fennell to act as a clinician for the RCC Conducting Symposium. The term of the agreement is for April 27 30, 2005.

Recommend Action: Request for Approval

- j. Contract with Jerry Junkin
 - -Recommend approving the contract with Jerry Junkin to act as a clinician for the RCC Conducting Symposium. The term of the agreement is for April 27 30, 2005.

Recommend Action: Request for Approval

- k. Contract with Amy Schiffner
 - -Recommend approving the contract with Amy Schiffner to perform as a guest artist in the RCC Dance performance of *Kinetic Conversations*. The term of the contract is November 22 December 4, 2004.

Recommend Action: Request for Approval

- 1. Contract with Amanda Nora
 - -Recommend approving the contract with Amanda Nora to perform as a guest artist in the RCC Dance performance of *Kinetic Conversations*. The term of the contract is November 22 December 4, 2004.

Recommend Action: Request for Approval

- 3. Use of Facilities 24 Hour Fitness Center
 - -Recommend approving a facility use agreement to provide physical education classes for the Norco Campus at 24 Hour Fitness.

4. School of Education

Agreement between Riverside Community College District and Palm Springs Riviera Resort and Racquet Club

 Recommend approving an agreement to provide a site for professional development training convention for Early Childhood Studies full and part-time faculty and Children's Center staff on January 29 and 30, 2005.

Recommend Action: Request for Approval

- b. Agreement with Magnolia Presbyterian Church After School Program
 - -Recommend approving an agreement to provide a Service Learning Location for RCCD students and tutorial services in the after school program during the period of November 17, 2004 through September 30, 2007.

Recommend Action: Request for Approval

- c. Agreement with Trinity Lutheran Church After School Enrichment Program
 - -Recommend approving an agreement to provide a Service Learning location for RCCD students and tutorial services in the after school program, for the period of November 17, 2004 September 30, 2007.

Recommend Action: Request for Approval

- d. Agreement with Walden Family Services to Assist in Providing Marketing Research and a Fundraising Campaign
 - -Recommend approving an agreement to provide a Service Learning opportunity for RCCD students. Term of the contract is November 17, 2004 January 30, 2007.

Recommend Action: Request for Approval

- e. Agreement between Riverside Community College and Yosemite Community College District, Child Development Training Consortium
 - -Recommend approval of this agreement to provide training resources to RCCD and reimbursement funds to students who while employed in the Early Childhood Studies field successfully complete child Development Permit satisfying coursework.

- 5. Agreement between Riverside Community College District and Organizational Consulting Services
 - -Recommend approval of this agreement with Organizational Consulting Services to provide a two-day workshop, "Focused Approach to Standards and Testing, for the Tech Prep K-12 teachers, college faculty and administrators. to be held on January 27 and 28, 2005 at Riverside City Campus and College of the Desert.

Recommend Action: Request for Approval

6. Educational Services Agreement with Nelson Nameplate Company -Recommend ratification of this agreement to provide an on-site training workshop. The term of the agreement is October 26, 2004.

Recommend Action: Request for Ratification

- 7. Workforce Preparation
 - a. Independent Living Program Contract between Riverside Community College District and The Community College Foundation (TCCF)
 - -Recommend ratification of this Contract for providing life skills education and training to current and emancipated foster and probation youth. The term of the Contract is July 1, 2004 through June 30, 2005.

Recommended Action: Request for Ratification

b. Consultant Agreement between Riverside Community
 College District and Laura Gilpin
 -Recommend approval of this consultant agreement for the
 preparation and delivery of a one-hour lecture and group
 discussion, which will address the Planetree Healthcare
 Model and nursing leadership, on December 3, 2004.

Recommended Action: Request for Approval

- Professional Services Agreement between Riverside Community College District and VisCom Media Development
 - -Recommend approval of this agreement to build and launch a new Workforce Preparation website to promote the programs and activities operated by Workforce Preparation, detail student support services, and identity community partners. The agreement begins November 17, 2004, and ends March 31, 2005.

- d. Consultant Agreement between Riverside Community College District and Noreen Bowers
 - -Recommend approval of this agreement for preparing and conducting a lecture, which will address nursing issues for area hospitals and associated healthcare providers on December 3, 2004.

Recommended Action: Request for Approval

- e. Consultant Agreement between Riverside Community College District and Vivian Branchik
 - -Recommend approval of agreement for preparing and delivering a lecture and facilitating a group discussion regarding nursing issues connected with the nursing shortage in the Inland Empire on December 3, 2004.

Recommended Action: Request for Approval

- f. Consultant Agreement between Riverside Community College District and Kathryn Johnson
 - -Recommend approval of an agreement for the preparation and delivery of a lecture on December 3, 2004 that will address nursing issues for area hospitals and associated healthcare providers.

Recommended Action: Request for Approval

- g. Consultant Agreement between Riverside Community College District and Belva Snyder
 - -Recommend approval of this agreement for preparing and conducting a lecture, which will address nursing issues, for area hospitals and associated healthcare providers, on December 3, 2004.

Recommended Action: Request for Approval

- h. Consultant Agreement between Riverside Community College District and Cordelia Johns
 - -Recommend approval of this agreement for conducting a lecture and facilitating a group discussion regarding nursing issues connected with the nursing shortage in the Inland Empire on December 3, 2004.

Recommended Action: Request for Approval

- i. Consultant Agreement between Riverside Community College District and Kathryn Eaves
 - -Recommend approval of an agreement for preparing and delivery of a lecture on December 3, 2004, addressing nursing issues for area hospitals and associated healthcare providers

j. Consultant Agreement between Riverside Community College District and Naomi Rhode

-Recommend approval an agreement for the preparation and delivery of a keynote address to be presented on December 3, 2004. This address is designed to support area hospitals and associated healthcare facilities in developing the leadership skills of their nursing staff and promoting retention.

Recommended Action: Request for Approval

k. Consultant Agreement between Riverside Community
College District and Dr. Venner Farley
-Request approval of this agreement for preparing and
delivering keynote address, entitled "Nursing Leadership
with a Caring Spirit," to be delivered on December 3, 2004
is designed to support area hospitals and associated
healthcare facilities in developing leadership skills of
employed nursing staff and to promote nurse retention in
community healthcare facilities..

Recommended Action: Request for Approval

8. Agreement to provide Los Angeles Valley College Licensing and Set-up of 4faculty.org

-Request ratification of an agreement to provide Licensing and Setup of 4faculty.org to Los Angeles Valley College for the period of July 1, 2004 – June 30, 2005.

Recommended Action: Request for Ratification

9. Blank Agreement for rental of Theatrical Furnishings and Equipment and Set Rental

--Request approval of a blank "Lease" and "set Rental Agreement" between Riverside Community College District/Performance Riverside and potential Vendor(s)/Lessee (s).

Recommended Action: Request for Approval

10. Reclassification of Student Services District Administrators
--Recommend approval of the reclassification of District Student
Services administrators. If approved title and placement will be
effective January 1, 2005.

B. Planning and Development

- 1. The Recognition Committee's Recommendation to the Board of Trustees
 - Recommend accepting revised policy and regulations for 7070, Naming of Facilities, for first reading, renaming Landis Auditorium: Landis Performing Arts Center, and name the department chair office in the Cosmetology Building in honor of Professor Emerita Irmy Tilton, Director, Cosmetology Division, 1970-1980.

Recommended Action: Request for Approval

- 2. Track and Field Project/Parking Structure Phase I
 - Recommend approving budgets and the use of Measure C funds for the track and field and parking structure.

Recommended Action: Request for Approval

- 3. Riverside School for the Arts Design Selection
 - Recommend authorizing the "folded" exterior design concept direction and initiation of design development of the entire project for the first building for the Riverside School for the Arts.

- C. Personnel and Labor Relations (None)
- D. Finance and Audit
 - Contracting Service Labor Compliance and Fiscal Tracking

 Recommend approving an agreement for the handling of a labor compliance program for the Norco and Moreno Valley Early
 Childhood Education Centers and the Martin Luther King High-Tech Center. The term of the agreement is July 1, 2004 through June 30, 2005.
 - 2. Award of Bid Rough Grading, Retaining Walls, and the PE Complex, Riverside Campus
 - Recommend awarding a bid for rough grading, retaining walls and the PE complex at the Riverside Campus.
 - 3. Purchase Using California Multiple Award Schedules, Foundation for California Community Colleges via County of Alameda Award, and General Services Administration Federal Supply Service Schedules
 - Recommend approving the purchase of furniture, audio visual equipment and Cisco/NIC equipment for the MLK High-Tech Center in accordance with Public Contract Code Section.

- 4. Proposed Revisions to Board Policies 7045 (Fees for Preparation of Personal Information) and 7046 (District Fee for Clerical and Material Costs Involved in the Duplication of Material) and Related Regulations First Reading
 - Recommend accepting revisions to Board Policies 7045 and 7046 and related regulations for first reading.
- 5. Exercise of Option to Purchase, Land Lease with Option to Purchase By and Between the Redevelopment Agency of the City of Riverside and RCCD
 - Recommend authorization to proceed with exercising the option to purchase, in the land lease with option to purchase by and between the Riverside Development Agency and the City of Riverside and RCCD and to approve the use of Measure C general obligation bond funds for this purpose.
- 6. Award of Bid Martin Luther King High-Tech Center Roof Replacement, Riverside Campus
 - Recommend awarding a bid for re-roofing of the Martin Luther King High-Tech Center, Riverside Campus.

Recommended Action: Request for Approval

7. 2003-2004 CCFS-311 – Annual Financial and Budget Report - Informational 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 October 12, 2004 Academic Affairs and Student Services, Legislative and Finance and Audit Committee Meetings, and the October 18, 2004 Planning and Development Committee Meetings.

Information Only

VI. Administrative Reports

- A. Vice President
- B. Provosts

VII. <u>Academic Senate Report</u>

VIII. Business from Board Members

A. Appointment of the Chair of the Citizens' Bond Oversight Committee
 Recommend selecting and appointing the initial Chair for the Citizens' Bond Oversight Committee.

Recommended Action: Select and Appoint Initial Chair for the Citizens' Bond Oversight Committee

- IX. Comments from the Public
- X. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING OF OCTOBER 19, 2004

President Figueroa called the special meeting of the Board of Trustees to order at 6:14 p.m., in Student Services Room 101, Moreno Valley Campus.

CALL TO ORDER

<u>Trustees Present</u>

Trustees Absent

Ms. Kathleen Daley

Ms. Mary Figueroa

Mr. Jose Medina

Ms. Grace Slocum

Mr. Mark Takano (arrived at 6:35 p.m.)

Ms. Gina Grace, Student Trustee

Staff Present

Dr. Salvatore G. Rotella, President

Dr. James Buysse, Vice President, Administration and Finance

Dr. Linda Lacy, Vice President, Student Services/Operations

Dr. Ray Maghroori, Vice President, Academic Affairs

Dr. Brenda Davis, Provost, Norco Campus

Dr. Richard Tworek, Provost, Moreno Valley Campus

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

Ms. Susan Mills, Associate Vice President, Institutional Effectiveness

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

Institutional Advancement

Ms. Patricia Bufalino, Vice President, Academic Senate

Moreno Valley students Cynthia Urrutia and Peter Nguyen led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The public hearing for the adoption of the 2004-2005 Budget was opened at 6:15 p.m. There were no comments from the public, and the public hearing closed at 6:16 p.m.

<u>PUBLIC HEARING – ADOPTION</u> <u>OF 2004-2005 BUDGET</u>

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees approve the minutes of the special planning meeting of September 14, 2004. Motion carried. (4 ayes, 1 absent [Takano])

MINUTES OF SPECIAL PLANNING MEETING OF SEPTEMBER 14, 2004

Ms. Daley, seconded by Mr. Medina, moved that the Board of Trustees approve the minutes of the special meeting of September 15, 2004, correcting the attendance to indicate Grace Slocum's

MINUTES OF SPECIAL MEETING OF SEPTEMBER 15, 2004 absence. Motion carried. (4 ayes, 1 absent [Takano])

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees approve the minutes of the adjourned special planning meeting of September 15, 2004. Motion carried. (4 ayes, 1 absent [Takano])

MINUTES OF ADJOURNED
SPECIAL PLANNING MEETING OF
SEPTEMBER 15, 2004

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

SPECIAL MEETING OF SEPTEMBER 16, 2004

Ms. Daley, seconded by Mr. Medina, moved that the Board of Trustees approve the minutes of the special meeting of September 28, 2004. Motion carried. (4 ayes, 1 absent [Takano])

SPECIAL MEETING OF SEPTEMBER 28, 2004

Associate Professor Phyllis Rowe introduced Mr. Robert Meyers from Canyon Springs high School's Health Career Academy, who presented the Board with a plague expressing appreciation for RCC's support and participation in the program.

PRESIDENT'S REPORTS

Dr. Rotella pulled item V-A-4-h from consideration.

"Recognition of Partnership by Health Careers Academy, Canyon Springs High School" – Ms. Phyllis Rowe, Associate Professor/Nursing (LVN)

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

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

STUDENT REPORT

The Board adjourned to closed session at 6:40 p.m., pursuant to Education Code Section 54956.9, to

CLOSED SESSION

confer with legal counsel, existing litigation, name of case: Dizon vs. RCCD.

The Board reconvened to open session at 6:57 p.m., announcing no action was taken.

RECONVENEMENT TO OPEN SESSION

CONSENT ITEMS

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

Approve the listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 13)

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$2,893,875.75, and District Warrant Claims totaling \$3,362,057.67; (Appendix No. 14)

Approve amendment to employment contracts and terminations as presented; (Appendix No. 15)

Accept the donation of 18 new books donated by May Paquette, and 1 new book contributed by Toni Britt, all contributed to the College's Library/Learning Resources Center:

Grant out-of-state travel as listed; (Appendix No. 10)

Ratify a service agreement between Riverside Community College District and Innovative Interfaces, and authorize the Vice President, Administration and Finance, to sign the contract. The term of the agreement is July 1, 2004 through June 30, 2005, and includes a fee of \$36,816;

Ratify a service agreement between Riverside Community College District and Hewlett Action

Academic and Classified Personnel

Purchase Order and Warrant Report – All District Funds

Annuities

Donations

Out-of-State Travel

Service Agreement with Innovative Interfaces

Service Agreement with Hewlett Packard Packard, and authorize the Vice President, Administration and Finance, to sign the contract. The term of the agreement is July 1, 2004 through June 30, 32005, and includes a fee of \$2,400.

Motion carried. (5 ayes)

In accordance with Board Policy 1040.1, the President has accepted the resignations of Mr. Roger Duffer, Associate Professor, Music, effective December 30, 2004, for retirement: Ms. Wilhelmina Hathaway, Professor, Chemistry, effective December 31, 2004, for retirement, Mr. Robert Schermerhorn, Associate Dean, Physical Education and Athletics, effective December 31, 2004, for retirement, Mr. Armando DeLaCruz, Custodial Manager, effective October 22, 2004, for career advancement, Mr. Steven Perez, Custodian, effective October 31, 2004, for personal reasons, and Ms. Terri Torres, Assistant Equipment Manager/Trainer, effective August 15, 2004, for personal reasons.

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees amend the agenda to include V-A-8 and VIII-A that arose subsequent to posting the agenda and need to be considered. Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees ratify an agreement that the Vice President, Administration and Finance, has signed on September 3, 2004, between the CMTC and the District, in which the District will provide training classes and be reimbursed for this service through ETP training funds, in an amount not to exceed \$200,000. Motion

Information

Separations

MOTION TO AMEND AGENDA

BOARD COMMITTEE REPORTS

Academic Affairs and Student Services

Subcontractor Agreement with California Manufacturing Technology Consulting (CMTC) carried. (5 ayes)

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees approve an agreement, as written and modified, with the University of California, Riverside, for the use of their conference facilities on University Avenue, Riverside, and authorize the Vice President, Administration and Finance, to sign the agreement for the use of the University of California, Riverside, Extension Center facilities on November 3, 2004. The usage fee shall be \$3,900. Motion carried. (5 ayes)

University of California, Riverside, Extension Center Agreement

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees ratify an agreement with August Enterprises for the purchase of the LLMS software at \$20,000, and the annual subscription use fee of \$7,500 for the term of September 23, 2004 to September 23, 2005, and authorize the Vice President, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with August Enterprises, Inc.

Approve an MOU with the PDC (Professional Development Center) to provide international trade services through the PDC in San Bernardino, and authorize the Vice President, Administration and Finance, to sign the MOU. There is no cost to the District. Motion carried. (5 ayes)

MOU – San Bernardino Community College District (SBCCD), Professional Development Center (PDC) and RCCD, Center for International Trade Development (CITD)

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve agreements/application for use of facilities from September 1 to December 17, 2004 (Fall Session) and February 14 to June 9, 2005 (Spring Session), at no cost to the District, and authorize the Vice President, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Use of Facilities

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve a maintenance agreement with Riverside

Riverside Refrigeration Maintenance Agreement Refrigeration for equipment located at the Culinary Academy, at a cost of \$1,180 for the 2004-2005 fiscal year, and authorize the Vice President, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve a moving of Regional Academy from Mt. San Jacinto College to Crafton Hills College, and authorize the new contractual fee to be accrued effective July 1, 2004 through June 30, 2005, and authorize the Vice President, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

CISCO Networking Academy Program

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

Approve a professional services agreement between RCCD and EDA for the purpose of providing two full-time nursing instructors and administrative support from December 15, 2004 through September 30, 2005, for the contract amount of \$90,753.00, and authorize the Vice President, Administration and Finance, to sign the agreement;

Professional Service Agreement between Riverside Community College District and Riverside County Economic Development Agency (EDA)

Approve a catering agreement between RCCD and Riverside Marriott to provide catering services for the Foster and Kinship Care Education Program, and authorize the Vice President, Administration and Finance, to sign the agreement;

Catering Agreement between Riverside Community College District and Riverside Marriott

Approve a consultant agreement between RCCD and Victoria Stephens for the preparation and delivery of nine three-hour workshops, to be presented October 20, 2004 through June 30, 2005, and authorize the Vice President, Administration and Finance, to sign the agreement. The total cost of the workshops is not to exceed \$2,700;

Consultant Agreement with Victoria Stephens

Approve a consultant agreement between RCCD and Teresa Samano for the

Agreement – Teresa Samano

preparation and delivery of nine three-hour workshops, to be presented October 20, 2004 through June 30, 2005, and authorize the Vice President, Administration and Finance, to sign the agreement. The total cost of the workshops is not to exceed \$2,700;

Approve a consultant agreement between RCCD and Michelle Runnels for the preparation and delivery of three (3) three-hour workshops, to be presented October 20, 2004 through June 30, 2005, and authorize the Vice President, Administration and Finance, to sign the agreement. The total cost of the workshops is not to exceed \$900;

Approve a consultant agreement between RCCD and Elizabeth Hernandez-Falk for the preparation and delivery of eight (8) 3-hour workshops, to be presented October 20, 2004 through June 30, 3005, and authorize the Vice President, Administration and Finance, to sign the agreement. The total cost of the workshops is not to exceed \$2,400;

Approve a consultant agreement between RCCD and Luz Estrada for the preparation and delivery of eight (8) three-hour workshops, to be presented October 20, 2004 through June 30, 2005, and authorize the Vice President, Administration and Finance, to sign the agreement. The total cost of the workshops is not to exceed \$2,400.

Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve a service contract between Riverside Community College and Laurie Riggs, in an amount not to exceed \$23,230, from October 20, 2004 through September 30, 2007, and authorize the Vice President, Administration and Finance, to sign the contract. Motion carried. (5 ayes)

Agreement – Michelle Runnels

Agreement – Elizabeth Hernandez-Falk

Agreement – Luz Estrada

Consultant Agreement with Laurie Riggs

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

Approve a contract between Riverside Community College District and Bodie J. Smith, from December 1-15, 2004, and include the recording of choreographic work for a total of \$1,000, and authorize the Vice President, Administration and Finance, to sign the contract;

Contract with Bodie J. Smith

Approve a contract between Riverside Community College District and Fred Strickler, from January 10-15, 2005, for a total of \$1,000, and authorize the Vice President, Administration and Finance, to sign the contract;

Agreement – Fred Strickler

Approve a contract between Riverside Community College District and Christine M. Hernandez, from January 10-15, 2005, for a total of \$500, and authorize the Vice President, Administration and Finance, to sign the contract.

Contract with Christine M. Hernandez

Motion carried. (5 ayes)

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

Ratify the contract between Riverside Community College District and Wayne Downey, and authorize Vice President, Administration and Finance, to sign the contract for the musical arrangements of "Introduction," "Bolero," and "Malaguena" for the RCC Marching Band Field Show 2004, provide the RCC Marching Band with written musical parts of the above arrangement, and musical direction during a rehearsal of the RCC Marching Band. The term of the agreement is August 30-September 5, 2004, for a total fee of \$2,500;

Contract with Wayne Downey

Approve the contract between Riverside Community College District and James

Contractor with James Wunderlich

Wunderlich. and authorize the Vice President, Administration and Finance, to the for the contract musical arrangements of "Introduction," "Bolero," and "Malaguena" for the RCC Marching Band Pit Percussion Field Show 2004, in which James Wunderlich will provide the RCC Marching Band with written musical parts of the above arrangements, from August 30-September 5, 2005, for a total of \$1,500.

Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees ratify the renewal of the Steris Corporation Comprehensive Service Agreement, and authorize the Vice President, Administration and Finance, to sign the agreement for the use and maintenance of the Life Science Department autoclave. The term of the contract is July 1, 2004 through June 30, 2005. The cost for this service agreement is \$3,362.64. Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees ratify the agreement with Case Western Reserve University and Frances Payne Bolton School of Nursing to provide doctoral classes for Riverside Community College nursing faculty on the Riverside Campus for the term of October 19, 2004 to October 19, 2005, and authorize the Vice President, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Ms. Daley, seconded by Mr. Takano, moved that the Board of Trustees adopt the 2004-2005 Budget for the Riverside Community College District Motion carried. (5 ayes)

Steris Corporation Comprehensive Service Contract

Agreement with Case Western Reserve University and Frances Payne Bolton School of Nursing and Riverside Community College District Community Education Services

Finance and Audit

2004-2005 Budget – Public Hearing and Budget Adoption

Ms. Daley, seconded by Mr. Takano, moved that the Board of Trustees approve the agreement with Rick G. Allen for a cost allocation study and report, and negotiations with the cognizant federal agency, designate this vendor as a "Designated Employee" for purposes of the Conflict of Interest Code, and authorize the Vice President, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Consultant Agreement with Rick G. Allen

Ms. Daley, seconded by Mr. Takano, moved that the Board of Trustees approve the roof replacement of the Martin Luther King High-Tech Center Building at an estimated cost of \$300,000 to be funded from the Measure C "scheduled maintenance" program. Motion carried (5 ayes)

Martin Luther King High-Tech Center Roof Replacement

Ms. Daley, seconded by Mr. Takano, moved that the Board of Trustees approve Change Order No. 2 for the Norco Early Childhood Center, for an increase of \$11,373, bringing the total cost to \$2,007,419, and authorize the Vice President, Administration and Finance, to sign the Change Order. Motion carried. (5 ayes)

Change Order No. 2 – Final – Norco Early Childhood Education Center

Ms. Daley, seconded by Mr. Medina, moved that the Board of Trustees approve the California Environmental Quality Act (CEQA) Study "Staff Report" for the Riverside Campus Parking Structure, and authorize the Vice President, Facilities, to file a "Negative Declaration" and DeMinimis Impact Finding with the Riverside County Clerk's Office within five days. Motion carried. (5 ayes)

California Environmental Quality Act (CEQA) Study for Riverside Campus Parking Structure

Ms. Daley, seconded by Mr. Takano, moved that the Board of Trustees approve a Group 2 Technology budget for the Martin Luther King High-Technology Center, in the amount of \$3.852 million, with the use of Measure C general obligation bond funds, in an amount not to exceed \$1.252 million. Motion carried.

Martin Luther King High-Technology Center – Group 2 Technology (5 ayes)

Mr. Takano, seconded by Ms. Daley, moved that the Board of Trustees approve Resolution No. 4-04/05 to express appreciation to the Governor for his support of equalization funding for the Community College System. Motion carried. (5 ayes)

Mr. Takano, seconded by Ms. Daley, moved Board of Trustees that the approve Resolution No. 5-04/05 to express its support for the leadership response to the recommendations of the California Performance Review that pertain to the Community College System. Motion carried. (5 ayes)

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

Ms. Bufalino presented the report from the Academic Senate.

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the subcommittee recommendation of appointing Mr. Pete Servantes as the at-large community member on the Bond Oversight Committee.

Legislative

Resolution in Appreciation of the Leadership of the Governor in Support of Community College Equalization – Resolution No. 4-04/05

Resolution in Support of the California Community College System Response to the California Performance Review – Resolution No. 5-04/05

Board of Trustees Committee Meeting Minutes

ACADEMIC SENATE REPORT

BUSINESS FROM BOARD MEMBERS

Proposed Recommendations to Appoint a Replacement for Dr. Henry Jackson to Serve on the Bond Oversight Committee

Motion carried. (5 ayes)

The Board adjourned the meeting at 7:58 p.m.

<u>ADJOURNMENT</u>

MINUTES OF THE SPECIAL BOARD OF TRUSTEES MEETING OF OCTOBER 28, 2004

The special meeting was convened at 6:00 p.m., in Staff Telemeeting Room 409, Digital Library/Learning Resource Center/Riverside City Campus.

CALL TO ORDER

Trustees Present

Trustees Absent

Ms. Mary Figueroa (arrived at 6:25 p.m.)

Mrs. Kathleen Daley

Mr. Jose Medina

Ms. Gina Grace, Student Trustee

Ms. Grace Slocum

Mr. Mark Takano (arrived at 6:10 p.m.)

Staff Present

Dr. Salvatore G. Rotella, President

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

The Board adjourned to closed session at 6:02 p.m., pursuant to Government Code Section 54956.8, conference with real property negotiator Dave Saunders, Attorney, Clayson, Mann, Yaeger and Hansen, regarding property located at 3801 Market Street and 3892 University Avenue, Riverside.

CLOSED SESSION

The Board reconvened to open session and adjourned the meeting at 6:30 p.m., announcing no action taken.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT HUMAN RESOURCES

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

Subject: Academic Personnel

1. Appointments

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

It is recommended that the following appointments be approved:

a. Management

G		Effective	Salary
Name	Position	Date	<u>Placement</u>
Gabriela Gamiz	Project Director, Developing Hispanic-	11/22/04	13.0
	Serving Institutions Title V Grant (Norco)		
Glenn Hunt	Dean of Instruction (Riverside)	01/01/05	19.1

b. Long-Term, Temporary Assignment, Spring Semester 2005

		Effective	Salary
<u>Name</u>	<u>Position</u>	Date	<u>Placement</u>
Damon DeYoung	Geology Instructor (Riverside)	02/14/05	B-1

c. Coordinator Assignment, Spring Semester 2005

Name Activity
Arend Flick Assessment

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

Name Activity

Corey Almasy Assistant Basketball Coach

Rudolph Arguelles Assistant Baseball Coach (replacing Thadeus Johnson)

e. Part-Time Faculty, Hourly Assignments, Fall Semester 2004

The individuals specified on the attached list.

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

<u>Name</u> <u>Position</u>

Cesily Greene Pre-School Associate Teacher, Hourly Lyneet Morales Pre-School Associate Teacher, Hourly

g. Part-Time Faculty, Hourly Assignments, Summer Intersession 2004

Name Subject

Jennifer Sexton Administration of Justice

Craig Svonkin English (Sub)

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

Subject: Academic Personnel

1. Appointments – cont.

h. Special Assignments

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

2. Salary Reclassifications

Board Policy 3080 establishes the procedure for professional growth and salary reclassification, and the following employees have fulfilled the requirements of this policy;

It is recommended the Board of Trustees grant salary reclassification to the following individuals, effective December 1, 2004:

<u>Name</u>	From Column:	To Column:
Kristine Anderson	F	G
Nikki Bonzoumet	D	E
Lisa Howard	E	F
Gary Jimenez	D	E
Rosina Lopez	D	E

3. Request to Rescind Management Appointment

At its meeting of October 19, 2004, the Board of Trustees approved the appointment of Estella Gutierrez-Zamano, Project Director, Developing Hispanic-Serving Institutions Title V Grant for the Moreno Valley Campus. After accepting the District's offer of employment, she has elected to decline the offer.

It is recommended the Board of Trustees rescind the appointment of Estella Gutierrez-Zamano, Project Director, Developing Hispanic-Serving Institutions Title V Grant for the Moreno Valley Campus.

4. Request to Rescind Management Resignation

At its meeting of August 10, 2004, the Board of Trustees received the resignation of Ms. Maureen Chavez, Project Director, Developing Hispanic-Serving Institutions Title V Grant for the Moreno Valley Campus, effective September 30, 2004. Ms. Chavez has submitted a request to rescind her resignation and the Provost for the Moreno Valley Campus fully supports her request.

It is recommended the Board of Trustees rescind the resignation of Ms. Maureen Chavez, Project Director, Developing Hispanic-Serving Institutions Title V Grant for the Moreno Valley Campus; reinstate her to her position effective December 13, 2004; and consider days not worked as unpaid leave, with no interruption to her employment with the District.

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

Subject: Academic Personnel

5. Position Reclassifications

As a result of changes and/or levels of District responsibilities for the academic positions listed below, changes in the title and salary are recommended.

It is recommended the Board of Trustees approve the changes in the title and salary reclassification of the academic positions listed below, effective January 1, 2005:

Incumbent	<u>From</u>	<u>To</u>
Lorraine Anderson	Associate Dean, Admissions and	District Dean, Admissions and
	Records	Records
	Salary Range: 18.4	Salary Range: 19.0
Paula McCroskey	Associate Dean, Disabled Student	District Dean, Disabled Student
	Programs and Services	Programs and Services
	Salary Range: 18.4	Salary Range: 19.0
Patricia Smith	Director, College Health Services	District Director, Health Services
	Salary Range: 16.8	Salary Range: 17.0
Eugenia Vincent	Associate Dean, Financial Services	District Dean, Student Financial
	Salary Range: 18.4	Services
		Salary Range: 19.0
William Vincent	Associate Dean, Pubic Safety	Dean, Public Safety Education
	Education and Training	and Training
	Salary Range: 18.4	Salary Range: 19.0
Vacant	Associate Dean, Physical Education	District Dean, Physical Education
	and Athletics	and Athletics
	Salary Range: 18.9	Salary Range: 19.0

6. Separations

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

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

		Last Day of	
<u>Name</u>	<u>Title</u>	Employment	Reason
Sharon Angrimson	Associate Professor, Nursing	12/17/04	Retirement
James Baylor	Associate Prof., Business Administration	12/31/04	Retirement
Della Condon	Special Assistant to the President	10/31/04	Career Advancement
Grace Goodrich	Assoc. Prof., Accounting/Business/CIS	12/16/04	Retirement
John Partida	Assistant Professor, Cosmetology	12/31/04	Retirement
Pamela Patey	Professor, Office Administration	12/31/04	Retirement
Gail Piestrup	Associate Professor, English	12/31/04	Retirement
Cynthia Tenpas	Associate Professor, Library Services	12/31/04	Career Advancement
Cornelia Wylldestar	Associate Professor, Reading	12/31/04	Retirement

RIVERSIDE COMMUNITY COLLEGE DISTRICT HUMAN RESOURCES

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

Subject: Classified Personnel

1. Appointments

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

a. District

District				
		Effective		
<u>Name</u>	<u>Position</u>	<u>Date</u>	Salary	<u>Action</u>
Greta Cohen	Secretary IV (Performance Riverside)	11/17/04	17-4	Promotion
Mark DeAsis	Student Services Technician/Norco Campus	11/17/04	16-1	Appointment
Melissa Elwood	Accounts Payable Specialist	11/17/04	18-4	Promotion
Danenne Evans	College Safety and Police Dispatch Clerk (part-time, 50%)	11/17/04	14-1	Appointment
Vickie Kelley	Culinary Assistant/Clerk		13-1	Appointment
	(Hospitality/Culinary Arts Program))		
Jerzy Luczkiewicz	Maintenance Mechanic/Specialty	11/17/04	20-1	Appointment
	Electrical			
Sheila McDonald	Administrative Assistant (Student	11/17/04	16-7	Promotion
	Services)		Confid	ential
Kristen VanHala	Instructional Department Specialist (Natural Sciences)	11/17/04	17-1	Appointment

b. Categorically Funded

•		Effective		
<u>Name</u>	<u>Position</u>	Date	Salary	<u>Action</u>
Yxstian Gutierrez	Clerk Typist/Moreno Valley	11/17/04	13-1	Appointment
	Campus (Title V)			
John Moore	Educational Advisor/Norco	12/06/04	18-1	Appointment
	Campus (TRIO/Student Support			
	Services) (10-month)			

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

Subject: Classified Personnel

1. Appointments (Continued)

c. Short Term

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

d. Temporary As Needed Student Workers

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

e. Community Education Program – Spring Semester 2005

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

f. Special Projects

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

Multiple Projects (01/03/05 - 06/30/05)

Hazardous materials, scheduled maintenance, minor capital projects; MLK high-tech remodel, Quad renovation swing-space, MV college park; Master plan (Measure "C") *Ysidro Gurrola* – Total amount not to exceed \$11,000

Oversee the Holiday Basketball Tournament (12/07/04 - 12/11/04)

Robert Schmidt – Total amount not to exceed \$500

Customized Training – Luxfer Gas Cylinders (10/04/04 – 06/30/05)

James Sutton – Total amount not to exceed \$4,000

2. Reclassification of Classified Management Position

As a result of changes in the level of District responsibilities for the position indicated, a change in classification is recommended;

It is recommended the Board of Trustees approve the reclassification and related title and salary adjustments, effective January 1, 2005:

IncumbentCurrent Title and SalaryProposed New Title and SalaryRobert SchmidtDirector, Sports and ActivitiesDistrict Director, Sports

Information

Information Athletic Event Supervisor Range: 12.4 (Management) Range: 12.5 (Management) Report No.: IV-A-1-b Date: November 16, 2004

Subject: Classified Personnel

3. Reorganization of Classified Bargaining Unit Positions

As a result of changes in the level of responsibilities for the positions indicated, a change in classification is recommended;

It is recommended the Board of Trustees approve the reorganization and related title and salary adjustments, effective November 16, 2004:

IncumbentCurrent Title and SalaryProposed New Title and SalaryJagruti PatelLaboratory TechnicianChemistry Laboratory Coordinator

Range: 17-5 (Classified) Range: 20-5 (Classified)

Leslie Salas Secretary II Secretary III

Range: 15-5 (Classified) Range: 16-5 (Classified)

4. Request to Adjust Confidential Employee's Salary

At its regular meeting of October 19, 2004, the Board of Trustees approved the appointment of Ms. Hetal Shah, Human Resources Specialist II at Range 10/Step 4 of the Confidential Salary Schedule. This is a request to adjust the salary for Ms. Shah to Range 10/Step 5 of the Confidential Salary Schedule, retroactive to November 1, 2004.

5. Request to Adjust Classified Bargaining Unit Employee's Percentage in Workload

At its regular meeting of September 16, 2004, the Board of Trustees approved the appointment of Ms. Charity Greenwalt, Student Services Technician; percentage of workload at 50% (fringe benefits to be pro-rated). This is a request to adjust the percentage of workload for Ms. Greenwalt to 47.5% (no fringe benefits), retroactive to September 17, 2004.

6. Request to Extend Illness Leave Without Pay

It is recommended the Board of Trustees approve a request to extend illness leave without pay for Ms. Theresa Slatic, Community Education Clerk, from December 7, 2004 to June 7, 2005 (a total 6 months). Ms. Slatic's request has the approval of the area Dean.

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

Subject: Classified Personnel

7. Leave Without Pay Due to Suspension

It is recommended the Board of Trustees approve a leave without pay for Mitchell Gonzalez, Groundsperson, effective November 29, 2004 through December 3, 2004 (5 working days).

8. Separations

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

<u>Name</u>	<u>Position</u>	Effective Date	Reason
Steven Glaudini	Executive Director/Producer,	12/31/04	Personal
	Performance Riverside		
Damian Negrete	Laboratory Technician	11/11/04	Career Advancement

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

Part-Time Faculty Hourly Assignments Fall Semester 2004 Board Report IV-A-1-a-1e November 16, 2004 Page 1 of 1

NAME SUBJECT

Baker, Lance Physical Education Substitute

Bazzell, Marcia
Bergendahl, Kellie
Byous, Rosslynn
Clements Jr, Charles
Collins, Bradley
Ganley, James
Geography Substitute
Dental Hygiene
Physician Assistant
Fire Technology
Physician Assistant
Administration of Justice

Hopkins, Todd Fire Tech

Kowallis, Norman Physician Assistant

Lau, Sylvia Music O'Connor, Phil Music

Radford, Tracie Cosmetology

Scharff, Mira Lisa EMS

Stafford, Katherine Physician Assistant

Wheeler, Kelly ECS

Wilson, James Fire Technology Yokum, Glenn Welding (Sub) Athletic & Physical Education Facilitator (January 3 – June 30, 2005)

Assist the interim athletic director; develop player recruitment plan; review and provide analysis of physical education program at Moreno Valley; assist and coordinate male and female cross-country programs at Moreno Valley; serve as a consultant for the District, City of Moreno Valley Recreation Division.

Robert Schermerhorn – Total amount to be paid not to exceed \$16,200

Guitar and Bass Day (November 20, 2004)

Give an instructional bass clinic at this recruitment event. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Jeff Stover – Total amount to be paid not to exceed \$237.60

Professional Growth Advisor Trainings (Fall Semester – June 2005)

Provide Professional Growth Advisor Trainings to staff and students. The workshops will include training on the PGA manual, the CCD permit, CCT Commission, and performance evaluation standards. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Shari Yates – Total amount to be paid not to exceed \$1,000

Kinetic Conversations Dance Concert (November 22 – December 4, 2004)

Original composition and performance. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Peter Curtis – Total amount to be paid not to exceed \$500

Puente Program (Spring 2004)

Fulfill program responsibilities, meetings with students, instruction/coordination of the Puente Program (Academic). Compensation at Group 3, Step 3 of the Faculty Hourly Salary Schedule. Cordell Briggs – Total amount to be paid not to exceed \$3,214

Norco Campus Physical Education and Athletic Programs (July 1, 2004 – June 9, 2005) Development and supervision of the Physical Education and Athletic Programs at Norco Campus. This special assignment was approved by the Board of Trustees at their meeting of August 10, 2004. It is being requested the total amount of compensation be adjusted.

James Kross – Total amount to be paid not to exceed \$27,400

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES EMPLOYED AS NEEDED

			Salary
<u>Name</u>	<u>Position</u>	Effective Date	<u>Placement</u>
Vickie Kelley	Clerical Substitute	11/01/04-12/10/04	13-1
Sinar Lomeli	Clerical Substitute	10/20/04-06/30/04	18-1
Robert Castor	Custodian Substitute	10/15/04-06/30/05	13-1
Rene Ramos	Custodian Substitute	10/04/04-06/30/05	13-1
Dorinda Rodriguez	Custodian Substitute	10/15/04-06/30/05	13-1

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

			Salary
<u>Name</u>	<u>Position</u>	Effective Date	Policy 4035
Marilyn Rader	Accompanist III	09/01/04-06/10/05	15.00/hour
Glenn Suveg	Accompanist III	09/01/04-06/30/05	15.00/hour
Monica Tarin	Clerical Substitute	10/18/04-01/31/05	9.65/hour
Darbara Hadaas	Communication Assistant I	10/11/04-06/30/05	7.75/hour
Barbara Hodges	Communication Assistant 1	10/11/04-00/30/03	7.73/110u1
Joseph Salazar	Community Service Officer	10/01/04-06/30/05	10.00/hour
1	,		
Robert Castor	Custodian Assistant	10/15/04-06/30/05	12.50/hour
Rene Ramos	Custodian Assistant	10/04/04-06/30/05	12.50/hour
Dorinda Rodriguez	Custodian Assistant	10/15/04-06/30/05	12.50/hour
m r: 1	F 10	10/4/04 06/20/05	0.00.4
Terry Lindsay	Food Service Assistant	10/4/04-06/30/05	9.00/hour
Kristina Pevoteaux	Food Service Assistant	10/12/04-06/30/05	9.00/hour
Beatriz Campuzano	Instructional Aide II	09/30/04-06/30/05	7.25/hour
Death Zeampuzuno	instructional rade if	07/30/01/00/30/03	7.23/110d1
Consulo Martinez	Interpreter I	07/01/04-06/30/05	11.00/hour
Richard Coan	Lab Aide II	10/30/04-06/30/05	10.00/hour
Brian Smith	Lab Aide II	10/30/04-06/30/05	10.00/hour
Aubrey Ball	Office Assistant I	10/01/04-06/30/05	9.00/hour
William Gay	Office Assistant I	09/01/04-06/30/05	9.00/nour
Salvador Herrera	Office Assistant I	09/01/04-06/30/05	9.00/nour
Salvauoi nellela	Office Assistant 1	07/01/04-00/30/03	9.00/110Uf

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

			Salary
<u>Name</u>	<u>Position</u>	Effective Date	<u>Policy 4035</u>
Carol Kuehnel	Office Assistant I	10/20/04-12/23/04	9.00/hour
Erika Perez	Office Assistant I	09/02/04-09/24/04	9.00/hour
Tyra Powell	Office Assistant I	09/30/04-06/30/05	9.00/hour
Alicia Serrano	Office Assistant I	09/20/04-06/30/05	9.00/hour
Christine Strahan	Office Assistant I	11/01/04-06/30/05	9.00/hour
Hector Valerico	Office Assistant I	08/01/04-06/30/05	9.00/hour
Fritzie Canas	Office Assistant II	10/11/04-06/30/05	10.50/hour
Gail McCarthy	Office Assistant II	10/25/04-06/30/05	10.50/hour
Stefanie Perez	Office Assistant II	10/01/04-06/30/05	10.50/hour
Lisa Williams	Office Assistant III	10/01/04-06/30/05	12.50/hour
Sharon Olejniczak	Office Assistant IV	11/01/04-06/30/05	14.00/hour
Carlos Naranjo	Office Clerk	09/27/04-06/30/05	7.00/hour
John Paul Perez	Office Clerk	09/01/04-06/30/05	7.00/hour
Juan Saucedo Reyes	Office Clerk	10/01/04-06/30/05	7.00/hour
Cristina Cervantes	Operations Clerk	10/08/04-06/30/05	7.50/hour
Maritza Golden	Operations Clerk	10/11/04-06/30/05	7.50/hour
Tracie McFarlin	Publicist Trainee	09/23/04-06/30/05	6.75/hour
Susan Hendrickson	Tutor I	09/01/04-06/30/05	7.00/hour
John Perez	Tutor I	09/01/04-06/30/05	7.00/hour
Christopher Michel	Tutor II	09/01/04-06/30/05	8.00/hour

EMPLOYED AS NEEDED SALARY SCHEDULE FOR EXTRA-CURRICULAR ACTIVITIES

<u>Name</u>	<u>Position</u>	Effective Date	Stipend
Robert Tossetti	Assistant Basketball Coach	10/15/04-06/30/05	\$3.219

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<u>VOLUNTEERS</u> BOARD RESOLUTION 10-97/98

<u>Name</u>	<u>Department</u>	Effective Date
Bridget Abernathy	Athletics	11/01/04-03/30/05
Mike Barbee	Athletics	11/15/04-02/20/05
Mike Barnes	Athletics	11/20/04-03/30/05
Leon Culpepper	Athletics	12/01/04-03/30/05
Richard Hubbard	Athletics	11/14/04-02/20/05
Joseph Huff	Athletics	10/15/04-03/20/05
Jeff Schermerhorn	Athletics	12/01/04-03/01/05
Maria Aguayo	DSPS	09/09/04-03/09/04
George Meza	Educ. Talent Search	11/06/04-05/06/05
<u> </u>		
George Meza Carmen Polizzi	Educ. Talent Search Nursing	11/06/04-05/06/05 09/01/04-03/01/04
Carmen Polizzi	Nursing	09/01/04-03/01/04
Carmen Polizzi Valerie Barden	Nursing Upward Bound	09/01/04-03/01/04 10/15/04-04/15/04
Carmen Polizzi	Nursing	09/01/04-03/01/04
Carmen Polizzi Valerie Barden	Nursing Upward Bound	09/01/04-03/01/04 10/15/04-04/15/04
Carmen Polizzi Valerie Barden Sharon Dean	Nursing Upward Bound Upward Bound	09/01/04-03/01/04 10/15/04-04/15/04 10/21/04-04/21/05
Carmen Polizzi Valerie Barden Sharon Dean Javier Gomez	Nursing Upward Bound Upward Bound Upward Bound Upward Bound Upward Bound	09/01/04-03/01/04 10/15/04-04/15/04 10/21/04-04/21/05 11/01/05-05/01/05
Carmen Polizzi Valerie Barden Sharon Dean Javier Gomez Carol Hoover	Nursing Upward Bound Upward Bound Upward Bound	09/01/04-03/01/04 10/15/04-04/15/04 10/21/04-04/21/05 11/01/05-05/01/05 11/01/04-05/01/05

DISTRICT FUNDS

NAME	POSITION	DEPARTMENT	DATE	RANGE
Adams, Jeneva	Student Worker	Tutorial Services - RIV	10/04/04	19-4
Afflerbaugh, Kristoffer	Student Worker	Tutorial Services - RIV	10/04/04	19-4
Aguilar Mercado, Hector	Student Worker	College Safety & Police - RIV	10/04/04	19-4
Amaya, Jennifer	Student Worker	Fine & Performing Arts - RIV	09/30/04	19-4
Baird, Jennifer	Student Worker	Fine & Performing Arts - RIV	10/04/04	19-4
Bowman, Pamela	Student Worker	Tutorial Services - RIV	10/13/04	19-4
Brown, Lana	Student Worker	Tutorial Services - RIV	09/30/04	19-4
Choza, Kirstie	Student Worker	Tutorial Services - NOR	10/26/04	19-4
Conley, Kerrie	Student Worker	Student Activities - RIV	10/25/04	19-4
Crancer, Walter	Student Worker	Student Activities - RIV	10/25/04	19-4
Crivello, Heather	Student Worker	Tutorial Services - MOV	10/04/04	19-4
Cummings, Demetrius	Student Worker	Tutorial Services - RIV	10/04/04	19-4
Degioanni, Remi	Student Worker	Tutorial Services - RIV	10/13/04	19-4
Ellis III, James	Student Worker	Tutorial Services - RIV	10/04/04	19-4
Falk, Derek	Student Worker	Fine & Performing Arts - RIV	10/11/04	19-4
Garnet, Tyler	Student Worker	Tutorial Services - RIV	09/30/04	19-4
Goux, Hadrien	Student Worker	Tutorial Services - RIV	09/30/04	19-4
Hemsley, Cassondra	Student Worker	Student Activities - RIV	09/01/04	19-4
Hughley, Mario	Student Worker	Athletics - RIV	10/13/04	19-4
Kang, Bomi	Student Worker	Tutorial Services - RIV	10/13/04	19-4
Ledbetter, Niccole	Student Worker	Tutorial Services - RIV	10/04/04	19-4
Lewis, Michael	Student Worker	Journalism - RIV	10/04/04	19-4
Looy, Michael	Student Worker	Swimming - RIV	10/04/04	19-4
Mariscal, Erica	Student Worker	Early Childhood Studies - RIV	10/11/04	19-4
Martin, Barbara	Student Worker	College Safety & Police - RIV	10/11/04	19-4
McAdamis, Laurence	Student Worker	Tutorial Services - RIV	09/30/04	19-4
McDermott, Donato	Student Worker	Tutorial Services - RIV	09/30/04	19-4
Mendoza, Manuel	Student Worker	Computer Information - RIV	09/30/04	19-4
Morris, Daniel	Student Worker	Tutorial Services - RIV	10/13/04	19-4
Namvar, Sahar	Student Worker	Tutorial Services - RIV	10/13/04	19-4
Newkirk, Vera	Student Worker	Fine & Performing Arts - RIV	10/04/04	19-4
Nguyen, Khanh	Student Worker	Tutorial Services - MOV	10/28/04	19-4
Nieto, Alejandra	Student Worker	Tutorial Services - RIV	09/30/04	19-4
None, Carine	Student Worker	Tutorial Services - RIV	10/11/04	19-4
Nuru, Narmin	Student Worker	Tutorial Services - RIV	10/04/04	19-4
Payne, Steven		Early Childhood Studies - RIV	10/25/04	19-4
Pearson, Jeffery		Tutorial Services - RIV	10/11/04	19-4
Pham, Thanh		Tutorial Services - NOR	10/13/04	19-4
Rauf, Rizwaan		Tutorial Services - RIV	10/04/04	19-4
Reynolds, Lindsey		Tutorial Services - RIV	09/30/04	19-4
Richardson, Terry	Student Worker	College Safety & Police - RIV	09/30/04	19-4

DISTRICT FUNDS (Continued)

NAME	POSITION	DEPARTMENT	DATE	RANGE
Rodriguez, Christopher	Student Worker	College Safety & Police - RIV	09/30/04	19-4
Rodriguez, Jason	Student Worker	Student Activities - RIV	10/25/04	19-4
Rowley, Antoinette	Student Worker	College Safety & Police - RIV	10/11/04	19-4
Scott, Stacey	Student Worker	College Safety & Police - RIV	10/25/04	19-4
Sevilla Jr., Victor	Student Worker	AV Labs & Services - MOV	10/04/04	19-4
Shimizu, Rika	Student Worker	Tutorial Services - RIV	10/11/04	19-4
Stockton, Heather	Student Worker	Dance Department - RIV	10/13/04	19-4
Strong, William	Student Worker	Tutorial Services - RIV	10/04/04	19-4
Subia, Delena	Student Worker	Tutorial Services - NOR	10/04/04	19-4
Tag, Dominic	Student Worker	Production Printing - RIV	10/15/04	19-4
Tucker, Kimberly	Student Worker	Tutorial Services - MOV	10/04/04	19-4
Turner, Shyra	Student Worker	Disabled Students Prog & Svcs - RIV	10/25/04	19-4
Uribe, Emanuel	Student Worker	College Safety & Police - RIV	10/11/04	19-4
Valdericeda, Pedro	Student Worker	Tutorial Services - RIV	10/04/04	19-4

CATEGORICAL

NAME	POSITION	DEPARTMENT	DATE	RANGE
Aguilera, Sujey	Student Worker	Early Childhood Studies - AMC	10/15/04	19-4
Alvidrez, Tyren	Student Worker	Madison Elementary - AMR	10/06/04	19-4
Barnett, kaleekah	Student Worker	AV Labs & Services - MOV	10/20/04	19-4
Boebinger, Lauren	Student Worker	Swimming - RIV	10/06/04	19-4
Boone, Nicole	Student Worker	Food Services - RIV	10/21/04	19-4
Bravo, Carmen	Student Worker	Sunnymeadows Elementary - AMR	10/05/04	19-4
Britt, Crystal	Student Worker	Tutorial Services - MOV	10/05/04	19-4
Brown, Dottie	Student Worker	Butterfield Elementary - AMR	10/15/04	19-4
Brown, Shamont	Student Worker	Athletics - RIV	10/22/04	19-4
Burts, Tatiana	Student Worker	Bear Valley Elementary - AMR	10/15/04	19-4
Castro, Graciela	Student Worker	Mathematics - RIV	10/13/04	19-4
Coillot, Jaimee	Student Worker	Athletics - RIV	10/11/04	19-4
Coleman, Ronnie	Student Worker	Hendrick Ranch Elementary - CS	10/13/04	19-4
Cornejo, Jose	Student Worker	Mathematics - RIV	10/28/04	19-4
Couch, Amber	Student Worker	Serrano Elementary - CS	10/13/04	19-4
Curry, Shirley	Student Worker	Victoriano Elementary - AMR	10/11/04	19-4
Escobar Campuzano, Doris	Student Worker	Nicols Park HW Assistance Ctr - LT	10/13/04	19-4
Estem, Addison	Student Worker	Athletics - RIV	10/11/04	19-4
Farrell, Jane	Student Worker	Eastside Cybrary Connection - LT	10/15/04	19-4
Gonzales, Alex	Student Worker	Madison Elementary - AMR	10/11/04	19-4
Goodacre, Kelley	Student Worker	Food Services - RIV	10/28/04	19-4
Gordon, Joshua	Student Worker	Butterfield Elementary - CS	10/29/04	19-4
Grant, Dupree	Student Worker	Athletics - RIV	10/20/04	19-4

CATEGORICAL (Continued)

NAME	POSITION	DEPARTMENT	DATE	RANGE
Graves, Myisha	Student Worker	Tutorial Services - NOR	10/22/04	19-4
Guerrero, Louis	Student Worker	College Safety & Police - RIV	10/22/04	19-4
Haggag, Samar	Student Worker	Serrano Elementary - CS	10/13/04	19-4
Hernandez, Christine	Student Worker	AV Labs & Services - MOV	10/29/04	19-4
Jefferson, Monique	Student Worker	Health, Human & Public Svcs - MOV	10/21/04	19-4
Jimenez, Elizabeth	Student Worker	Madison Elementary - AMC	10/22/04	19-4
Jones, Lacreshia	Student Worker	Moreno Valley High School - CS	09/16/04	19-4
Jones, Rayven	Student Worker	Bear Valley Elementary - AMR	10/22/04	19-4
Jones, Ryan	Student Worker	Riverside Municipal Museum - CS	10/13/04	19-4
Jordan, Devoneia	Student Worker	Educational Talent Search - MOV	10/21/04	19-4
Larosa, Nancy	Student Worker	Riverside Municipal Museum - CS	10/28/04	19-4
Lias, Luis	Student Worker	Nursing Education - RIV	10/13/04	19-4
Loder, Sara	Student Worker	Dance Department - RIV	10/05/04	19-4
Lucas, Michael	Student Worker	Athletics - RIV	10/15/04	19-4
Luvert, Nikun	Student Worker	Food Services - RIV	10/22/04	19-4
Manuel, Monica	Student Worker	Eastside Cybrary Connection - LT	10/15/04	19-4
McCleese, Tyrone	Student Worker	Athletics - RIV	10/05/04	19-4
Morgan, Donisha	Student Worker	Ridge Crest Elementary - CS	10/21/04	19-4
Nau, Ilaisaane	Student Worker	Serrano Elementary - CS	10/22/04	19-4
Nguyen, Anh	Student Worker	Madison Elementary - AMC	10/20/04	19-4
Nozot, Alejandra	Student Worker	Madison Elementary - AMR	10/20/04	19-4
Ollison, EJ	Student Worker	Athletics - RIV	10/20/04	19-4
Pearson, Tauheedah	Student Worker	Educational Talent Search - MOV	10/28/04	19-4
Perez, Yesenia	Student Worker	Early Childhood Studies - RIV	10/15/04	19-4
Pimentel, Marie	Student Worker	Madison Elementary - AMR	10/11/04	19-4
Quayson, Nanette	Student Worker	Nursing Education - RIV	10/15/04	19-4
Rowley, Antoinette	Student Worker	College Safety & Police - RIV	10/11/04	19-4
Salgado de Fuentes, Belia	Student Worker	Workforce Preparation - RIV	10/04/04	19-4
Sargent, Nancy	Student Worker	Tutorial Services - MOV	10/15/04	19-4
Teneyck, Erin	Student Worker	Butterfield Elementary - AMR	10/11/04	19-4
Terrones, Gloria	Student Worker	Bear Valley Elementary - AMR	10/21/04	19-4
Togores, Eva	Student Worker	Riverside Municipal Museum - CS	10/13/04	19-4
Truong, Brandon	Student Worker	Nursing Education - RIV	10/20/04	19-4
Uribe, Yolanda	Student Worker	Early Childhood Studies - RIV	10/13/04	19-4
Vongdeuane, Johnny	Student Worker	Counseling - RIV	10/29/04	19-4
Webster, Tabitha	Student Worker	Ridge Crest Elementary - CS	10/11/04	19-4
Wiley, Markeith	Student Worker	Dance - RIV	10/28/04	19-4
Wilson, Charity	Student Worker	Early Childhood Studies - NOR	10/05/04	19-4

RIVERSIDE COMMUNITY COLLEGE COMMUNITY EDUCATION PRESENTERS

Spring 2005

The following Professional Experts Presenters, indicated below, will present Community Education programs

from January 1, 2005 through May 31, 2005.

Andell, Larry HVAC

Anderson, John Ford UAS/Drivers Education
Atkinson, Pamela Drawing and Painting for Children

Barley, Maureen E Planetarium Shows

Blair, Scott Planetarium Presentations

Burris, Robert HVAC

Butler, Linda Cake Decorating; Candy & Cookies

Casella, Daniel Parenting

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

Croft, Michael Stephen Karate
Daly, Mildred J Crochet

Dawes, Carol E Slender Forever; Be Smoke Free

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

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

Busy People

Helfer, Taryn Animals Helping People Holzner, Yupajantr Thai Cooking Workshop

Horne, Jeanette Walk to Fitness

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

Business Plan; Finance a Business; Rebuild Credit

Kowallis, Larry Internet Stock Investing

Krusemark, Lee Anne Home Businesses

Langford, Barbara S Yoga

Leibel, Robert Joseph Option Investing

McKinstry, Marletta Joyce Dog Obedience Training

Mendoza, Anthony M Landscape Design Mickens, Margaret Brown Floral Design

Niemeyer, Daniel The Artistry of Words Ocheltree, Martin Car Care for Everyone

Parker-Hayes, Lori World Dance Sheehan, Mary Pysanka, Smith, Patricia Parenting Stover, Mark Edward Guitar

Sundstrom, Linda-Marie Grant Writing

The following Professional Experts Presenters, indicated below, will present Community Education programs

from January 1, 2005 through May 31, 2005. (Continued)

Suzuki, Kevin Karate Terberg, Susan Quilts

Therrien, Kay Beginning Dog Agility
Tossounian, Daniel Great Directors Series
Van Pelt, Rodonna Mosaic on Canvas

Wenger, Anna Art and Crafts Templates
Whittaker, Heather From One to One Hundred

Professional Expert Presenters (Independent Contractors)

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

Lewis Allen Real Estate Appraisal
Thomas M. Apke Marshall Reddick Seminars

Roger Burgraff Roger J Burgraff

Gary Bowman Basic Investing Made Easy

Center for Healthcare Education CPR; First Aid

Bobbie ChristensenBuild Your Financial PortfolioCoast Traffic SchoolTraffic School/Drivers Education

Computrax, Inc. PC Boot Camp; PhotoMagic; PowerPoint

D & D DanceVarious Dance ClassesDance with NanceCash in on Your HobbyDavid CookBuilding Your Dream HomeEducation To GoVarious Online Classes

Sandra J. Gardner Mystery Shopper

Michael G. Gouveia Law office of Micheal Gouveia

Hollywood Film School/Dov S-S Simens Hollywood Film School

Star King Framing

William Mansfield Real Estate Prep; Real Estate Appraisal

Tom Martinson Bren Mar, Inc.

James Mays Driver Education and Training

Augustine McDaniel-Smith Marketing Strategies

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

Kupe T. McElroy LTM Associates

Marshall NoriegaArtificial Rock SculptingNational Capitol FundingReal Estate InvestmentNotary Public SeminarsNotary; Loan SigningTom PayzantConstruction ManagementElizabeth PlourdeHormone Replacement Therapy

Robert Randelman Private Pilot Ground School; Learn to Fly

Greg Retzer Marshall Reddick Seminars

Rounds Miller and Associates Patent it Yourself; Mail Order Business; Seminar

Speaking; Clutterology

<u>Professional Expert Presenters (Independent Contractors) (Continued)</u>

Jim Rue First Time

Soft-Train, Inc. Various Computer Software Applications

Southern California Reading & Math Clinics Reading & Math Programs

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

Drumming

Stage Presence Studio of the Arts Hip Hop Dance; Voice

Sue Tavaglione Manners and Etiquette; Knitting Jeffrey E. Underwood Digital Madness Productions Terry S. Rowen Inc

How to Start Your Own Medical Billing With

Hone study follow up

Reza Vaezazizi, MD. EMT Training

W.H.A. Companies Become a Certified Tax Preparer; Tax Prep CEU

Class

Stephen Youngerman Woodworking

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

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

<u>Background:</u> The attached Purchase Order and Warrant Report –All District Funds is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$2,082,475.69, 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 38577-43123) totaling \$4,979,044.15, 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.

<u>Recommended Action:</u> It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$2,082,475.69 and District Warrant Claims totaling \$4,979,044.15.

Salvatore G. Rotella President

Prepared by: Doretta Sowell

Purchasing Manager

PO#	Fun	d Department	Vendor	Description	Amount
P56747	11	Counseling	CPP-DB	Tests	1,083.30
P56748	11	Physical Education	Ken's Sporting Goods	Instructional Supplies	3,555.75
P56754		School of The Arts	Gateway 2000 Major Accts.,Inc.	Comp Equip Additional \$200-\$4999	3,201.25
P56756	11	Community & Economic Development	Altek Group, The	Advertising	10,017.00
P56759	11	Affirmative Action	Biddle Consulting Group, Inc.	Consultants	5,992.50
P56765	12	Radio Motion Picture & Television	Burst Communications, Inc.	Equip Additional \$5000 >	32,585.11
P56767	11	President's Office	Burtronics Business Systems	Equip Additional \$5000 >	13,034.56
P56770	33	Child Development Center	Reliable Office Solutions	Other Supplies	1,000.00
P56775	32	Food Service	Scantron Corporation	Tests	7,443.99
P56778	11	Viewpoints	Socal Printing	Copying And Printing	10,879.00
P56791	11	Administration and Finance	Union Bank of Calif	Other Benefits	125,928.84
P56792	11	Facilities	Thyssenkrupp Elevator	Repairs - Parts	5,750.00
P56793	12	Dean of Education	National Service Learning Conference	Conferences	1,125.00
P56795	11	Purchasing	Apperson Print Management Services	Other Supplies	1,632.09
P56802	12	CITD	Network International Exports	Consultants	57,500.00
P56805	11	International Students	Meneses, Annette	Conferences	1,682.50
P56810	11	Facilities	AMP Mechanical, Inc.	Fixtures & Fixed Equipment	4,735.00
P56811	41	Child Develop Centers - Norco	Network Infrastructure Corp.	Comp Equip Additional \$5000 >	10,703.93
P56812	11	Applied Technology	Office Depot	Instructional Supplies	2,000.00
P56817	12	Instructional Support- VTEA State Lead	College of the Desert	Other Services	1,225.00
P56818	12	Instructional Support- VTEA State Lead	Cerro Coso Community College	Other Services	3,187.00
P56821	12	Fire Control Technology - VTEA Title V	Mallory Fire	Equip Additional \$200-\$4999	3,701.21
P56822	12	Fire Control Technology - VTEA Title V	Mallory Fire	Equip Additional \$200-\$4999	8,530.94
P56823	12	Fire Control Technology - VTEA Title V	Ln Curtis	Equip Additional \$200-\$4999	2,519.20
P56824	12	Grants Department - Title V - Riverside	Pearson Education	Equip Additional \$5000 >	29,092.50
P56825	12	Fire Control Technology - VTEA Title V	Reliable Office Solutions	Equip Additional \$200-\$4999	7,512.00
P56828	12	Engineering Technology - VTEA Title V	Gateway 2000 Major Accts.,Inc.	Comp Equip Additional \$200-\$4999	4,717.30
P56829	12	Grants Department - Title V - Riverside	Gateway 2000 Major Accts.,Inc.	Comp Equip Additional \$200-\$4999	4,588.00
P56831	12	Instructional Support- VTEA State Lead	College of the Desert	Other Services	6,850.00
P56832	11	Community & Economic Development	Altek Group, The	All Other Contract	15,000.00
P56839	11	Admissions & Records	Graphic Awards, Inc.	Commencement	1,575.00
P56843	11	Library	Storage Technology Corporation	Other Services	8,285.11
P56856	11	Faculty Senate	Academic Senate Of California	Memberships	3,934.31
P56858	11	Performance Riverside - Off Broadway	ASRCC	Rents and Leases	1,062.13
P56860	11	Dental Hygiene	Nevin Laboratories	Remodel Projects	46,582.11

PO#	Fund	Department	Vendor	Description	Amount
P56865	12	Fire Control Technology - VTEA Title V	Studio Depot - A Mole-Richardson Co.	Other Supplies	1.721.18
P56867	12	Fire Control Technology - VTEA Title V	Fire Protection Publications	Equip Additional \$200-\$4999	3,771.25
P56881	12	Grants Dept - New Vision	ABT Associates Incorporated	All Other Contract	292,328.00
P56882	11	Risk Management	Alliance Schools Cooperative Insurance	Fire and Theft	318,754.00
P56888	12	Grants Department - H1-B Grant	CSUF Foundation	Other Services	48.000.00
P56890	41	Riv Campus - Parking Structure	City of Riverside	Other	3,641.00
P56891		Riv Campus - Parking Structure	Division of State Architect	Other	6,500.00
P56894	11	Performing Arts	Japan Travel Bureau	Other Travel Expenses	8,370.00
P56900	12	EOPS - Care	Barnes & Noble	Book Grants	10,000.00
P56901	11	President's Office	Center for Community Opinion	Other Services	2,500.00
P56914	12	Fire Control Technology - VTEA Title V	Ln Curtis	Instructional Supplies	1,906.92
P56915		Business And Commerce	Interactive Training, Inc.	Software <\$200	2,250.00
P56916	12	Business And Commerce	Staples, Inc.	Instructional Supplies	1,150.98
P56917	12	Business And Commerce	Staples, Inc.	Equip Additional \$200-\$4999	1,620.16
P56918	12	Business And Commerce	Smart Exhibits	Equip Additional \$200-\$4999	1,321.76
P56919	12	Business And Commerce	Troxell Communications	Comp Equip Additional \$200-\$4999	4,083.73
P56920	12	Radio Motion Picture & Television	Full Compass Systems	Equip Additional \$200-\$4999	3,333.59
P56921	12	Instructional Support- VTEA State Lead	Assessment Technologies LLC.	Computer Software License	12,926.55
P56922	32	Food Services	Jim Jones Maintenance	Repairs - Parts	3,244.33
P56926	11	Auxiliary Business Services	Hanigan Business Forms, Inc.	Copying and Printing	1,201.95
P56928	41	Child Develop Centers - Norco	Lakeshore Learning Materials	Other Supplies	3,715.34
P56929	11	Grants Department - Title V - Riverside	Clarke & Associates	Consultants	32,414.70
P56939	11	Purchasing	Office Depot	Other Supplies	1,000.00
P56942	12	Police Academy-VTEA Title I-C	Elite Tactical Sources, Inc.	Other Supplies	2,272.37
P56949	11	Open Campus	Appraisal Foundation	Other Supplies	2,247.50
P56951	11	English and Speech Communications	Harcourt Brace	Tests	2,021.41
P56952	11	Applied Technology	Ages	Repairs - Parts	7,874.45
P56953	11	Provost - Moreno Valley - Title V	Clarke & Associates	Consultants	33,427.20
P56954	11	Provost - Norco - Title V	Clarke & Associates	Consultants	33,585.15
P56965	11	Campus Security	County of Riverside Purchasing	Repairs - Parts	7,655.26
P56966	11	Human Resources	Orange County Register	Advertising	8,000.00
P56968	11	Human Resources	Aye, Dennis Paul	Travel Expense Candidate	1,915.47
P56974	41	Riverside - MLK Remodel Construction	Tremco	Repairs - Parts	7,400.00
P56975	11	Admissions & Records	Perfect Form	Copying And Printing	6,910.44
P56976	12	CITD	BBDO Korea	Advertising	4,921.43
P56979	11	Counseling - Puente Project	Marmalade Toque, The	Other Supplies	1,106.06

PO#	Fun	d Department	Vendor	Description	Amount
P56981	61	Risk Management	Med-Legal, Inc.	Legal	1,041.50
P56988	61	Risk Management	Troxell Communications	Equip Additional \$200-\$4999	7,857.13
P56989	61	Risk Management	Enterprise Rent-A-Car	Damage Personal Property	1,292.27
P57001	11	Faculty Senate	Academic Senate Of California	Conferences	1,340.00
P57007	11	Dental Hygiene	Contract Carpet	Remodel Projects	8,958.05
P57012	11	Model United Nations	CWT/University Travel	Conferences	3,428.40
P57015	11	IS Network Systems	Vortex Data Systems	Conferences	1,275.00
P57020	11	Administrative Support Center	United States Postal Service	Postage	2,000.00
P57021	41	Moreno Valley College Park	Advanced Electrical Cont.Inc.	Construction Contract	11,390.00
P57024	12	Dental Hygiene	Valley Dental Service	Equip Replacement \$5000 >	41,949.04
P57026	11	Dental Hygiene	LGP Engineering & Construction Inc.	Remodel Projects	10,950.00
P57028	11	Campus Safety	Apple Valley Communications	Comp Equip Replacement \$5000 >	9,531.35
P57029	11	Facilities Planning & Development	Allan Petersen & Associates	All Other Contract	32,000.00
P57030	11	Affirmative Action	University Of California, San Diego	Memberships	2,775.00
P57036	12	Engineering Technology - VTEA Title V	3D Cadware	Equip Additional \$200-\$4999	4,201.09
P57039	11	Counseling - Puente Project	Avila, Patricia	Conferences	1,054.79
P57046	11	Computer and Information Science	Sehi Computer Products, Inc.	Instructional Supplies	1,510.66
P57056	12	Engineering Technology	Successful Events/Sales Guides	Other Supplies	1,000.00
P57078	12	Student Services - Talent Search Norco	Roesch Lines, Inc.	Transportation Contracts	1,600.00
P57086	12	Instructional Support- VTEA State Lead	Fantasy Springs Resort & Casino	Other Services	1,803.26
P57087	11	Customized Solutions	Downs, Jerry	Other Services	4,000.00
P57090	12	Cal Works	Bridges.Com Co.	Computer Software Maint/License	2,548.30
P57093	33	Child Development Center	SBC Smart Yellow Pages	Advertising	2,388.00
P57100	11	Intercollegiate Athletics	Chem Mark	Laundry And Cleaning	1,172.21
P57105	11	President's Office	Turner Group	Consultants	30,000.00
P57107	11	Academic Affairs - International Education	Schall, Jan	Conferences	3,679.81
P57109	12	School of The Arts	Quin, Carolyn	Conferences	1,122.00
P57111	12	Dean of Education	Hendrick, Irving	Conferences	1,453.63
P57112	11	President's Office	Rotella, Salvatore G.	Conferences	2,150.00
P57123	11	Library	CLCD Company, The	Instructional Media Material	1,575.00
P57129	11	Library	H.W. Wilson Company	Instructional Media Material	3,205.00
P57130	11	Library	H.W. Wilson Company	Instructional Media Material	5,292.00
P57135	11	Performance Riverside	Inland Entertainment Review	Advertising	1,000.00
P57138	11	Open Campus	Paradigms, LLC	Computer Software License	12,400.00
P57139	41	Riverside - MLK Remodel Construction	Enecotech Southwest Inc.	Other	1,543.00
P57142	41	Child Develop Centers - Norco	Gateway 2000 Major Accts.,Inc.	Comp Equip Additional \$200-\$4999	3,230.35

PO#	Fun	d Department	Vendor	Description	Amount
P57143	12	Provost - Norco - Title V Norco	Reliable Office Solutions	Instructional Supplies	1,784.26
P57144	11	Chemistry	VWR International, Inc.	Instructional Supplies	1,425.42
P57151	11	Financial Aid Administration - PELL	Student Title IV Federal Grant	Other Services	1,636.02
P57152	11	IS Network Systems	Network Catalyst, Inc.	Consultants	3,440.00
P57154	12	Customized Solutions	UCR Extension Center	Other Services	3,900.00
P57157	32	Food Service	State Board Of Equalization	Sales Tax	1,883.00
P57160	11	Facilities	Advanced Electrical Contracting Inc.	Repairs - Parts	7,928.80
P57162	11	Riverside - MLK Remodel Construction	Keith Francis & Company, Inc.	Other	5,000.00
P57162	41	Moreno Valley - ECS Construction	Keith Francis & Company, Inc.	Other	5,000.00
P57162	41	Norco Campus - ECS Construction	Keith Francis & Company, Inc.	Other	10,000.00
P57163	41	Child Develop Centers - Moreno Valley	Gateway 2000 Major Accts.,Inc.	Comp Equip Additional \$200-\$4999	3,230.35
P57166	12	Parking	All Saints' Episcopal Church	Rents And Leases	1,600.00
P57168	11	Facilities	Stover Seed Company	Grounds/Garden Supplies	3,056.44
P57174	11	Dance Concerts & Festivals	Strickler, Fred	Other Services	1,000.00
P57175	11	Dance Concerts & Festivals	Smith, Bodie	Other Services	1,000.00
P57181	11	Production Printing	Pitman Company	Purchase/Cost Of Goods Sold	5,000.00
P57183	11	Counseling - Puente Project	Inland Empire Stages, Ltd.	Other Supplies	1,000.00
P57185	11	Photography Laboratory	Freestyle Photographic Supplies	Instructional Supplies	1,721.08
P57192	11	Culinary Arts	Riverside Refrigeration	Repairs - Parts	1,700.00
P57193	11	Communications & Web Development	SMS	Other Services	1,500.00
P57195	11	Financial Aid Administration - PELL	Student Title IV Federal Grant	Other Services	3,164.30
P57198	11	Open Campus	Allen, Lewis J.	Other	5,500.00
P57202	61	Risk Management	RCC Revolving Fund	Legal	5,899.00
P57230	11	Journalism	Gardena Valley News, Inc	Copying and Printing	1,500.00
P57232	11	Academic Affairs	Valley Printers, Inc.	Printing Class Schedule	12,879.61
P57236	12	Library - VTEA Title 1-C	CRC Press LLC	Instructional Media Material	5,352.00
P57237	12	Library - VTEA Title 1-C	EBSCO Subscription Services	Instructional Media Material	15,920.00
P57238	12	Engineering Technology - VTEA	Thomas Paton & Associates	Computer Software License	29,851.88
P57242	11	Riverside - Relocatable Swing Space	Higginson+Cartozian Architects	Architect's Fees	30,600.00

PO#	Func	d Department	Vendor	Description	Amount
		Purchase Order	Additions to Approved/Ratified Purchase Or	ders of \$1,000.00 and over	
P56192	11	International Students	Jacobsen, Marylin	Scouting	2,413.00
P56238	11	Intercollegiate Athletics	Enterprise Rent-A-Car	Transportation Contracts	1,000.00
P56650	41	Child Develop Centers - Norco	Blinds 4 Less	Fixtures & Fixed Equip	2,060.74
P56651	12	Dental Hygienist	Henry Schein Inc.	Equip Additional \$200-\$4999	6,224.57
P56687	11	Administration & Finance	Press Enterprise	Advertising	2,000.00
P51236	41	Norco - ECS Construction	Douglas E. Barnhart, Inc.	Construction Contract	11,373.00
P52012	41	Riverside - MLK Remodel Construction	Perera Construction & Design Inc.	Remodel Projects	65,586.00
P52943	41	Riverside - MLK Remodel Construction	Borg Pacific	Other	40,000.00
P53355	41	Moreno Valley - ECS Plans	TBP Architects	Architect's Fees	3,758.69
P54700	11	Production Printing	Unisource Worldwide, Inc.	Purchase/Cost Of Goods Sold	10,000.00
P54780	11	Fiscal Operations	Advanced Copy Systems	Repairs - Parts	2,000.00
P54797	11	Production Printing	Binder Products	Purchase/Cost Of Goods Sold	1,000.00
P54802	11	Production Printing	Inland Envelope Company	Purchase/Cost Of Goods Sold	1,000.00
P54916	11	Facilities	Hydro-Scape Products, Inc.	Grounds/Garden Supplies	1,062.71
P54921	11	Facilities	Ferguson Enterprises Inc.	Repair Parts	1,000.00
P55007	11	Production Printing	Heidelberg USA, Inc.	Repairs - Parts	1,000.00
P55032	11	Customized Solutions	Training Dynamics	Other Services	2,400.00
P55061	11	Dean Of Instruction - Norco	Office Depot	Other Supplies	2,500.00
P55165	11	Library	Gaylord Bros., Inc.	Other Supplies	4,957.00
P55223	11	Cosmetology	Marianna, Inc West	Instructional Supplies	3,000.00
P55292	12	Matriculation	The College Board	Tests	1,739.10
P55342	11	Emergency Medical Technology	Reliable Office Solutions	Instructional Supplies	1,800.00
P55358	11	Production Printing	Cleveland Machine	Repairs - Parts	1,000.00
P55397	11	Computer and Information Science	Reliable Office Solutions	Instructional Supplies	1,500.00
P55523	11	Automotive Technology	U Sav-Mor Stores	Repairs - Parts	1,800.00
P55555	11	Open Campus	Education To Go	Other	10,000.00
P55575	11	Open Campus	Bren Mar, Inc.	Other	2,500.00
P55580	11	Open Campus	Destination Science	Other	3,026.00
P55621	11	Open Campus	Noriega, Marshall	Other	2,200.00
P55624	12	CITD	Romain Landscaping&Maintenance	Other Services	2,100.00
P55637	32	Food Services	Culligan Water Conditioning	Other Services	1,842.40
P55639	11	Dental Technician	Darby Dental Laboratory Supply Co	Instructional Supplies	1,000.00
P55758	11	Performing Arts	Shattinger Music	Instructional Supplies	1,250.00
P55768	61	Risk Management	Institute Of Risk & Safety	Other Services	2,492.00
P55785	32	Food Services	Scantron Corporation	Tests	1,478.33

PO#	Func	Department	Vendor	Description	Amount
P55920	12	Administration and Finance	Best, Best & Krieger	Legal	1,246.00
P55923	11	Open Campus	Mansfield, William L.	Other	20,000.00
P56009	11	Grants and Contracts	OCE-USA, Inc.	Repairs - Parts	2,779.65
10000		Granis and Contracts	002 cs. i, inc	Tub	2,777.00
				Subtotal (pages 1 - 4)	1,730,492.81
				Subtotal (pages 5)	224,089.19
				(1.8.1.)	
				Purchase Orders \$1,000 and Over	1,954,582.00
				Purchase Orders under \$1,000	127,893.69
				Grand Total	2,082,475.69

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

Subject: Annuities

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

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

Salvatore G. Rotella President

Prepared by: Ed Godwin

Director, Administrative Services

Report No: IV-A-4-a Date: November 16, 2004

<u>Subject</u>: Approval – Budget Adjustments

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

		Program	Account	<u>1</u>	Amount
1.		to reallocate the Middle Colleg 2, Resource 1190)	e High School Program budget.		
	From:	Middle College High School	Repairs Other Services	\$	302 10,127
	То:	Middle College High School	Classified FT Administrator Classified Hourly Employee Benefits Supplies	\$	7,717 1,530 1,133 49
2.	Transfer	to purchase replacement equipr	ment.		
	From:	Public Affairs	Advertising	\$	359
	To:	Public Affairs	Equipment Replacement	\$	359
3.		to provide for staffing needs in 2, Resource 1190)	connection with the Gear Up/Passpor	rt Plus	Program.
	From:	Gear Up/Passport Plus	Other Services	\$	6,700
	To:	Gear Up/Passport Plus	Classified Substitutes Classified Overtime	\$	5,500 1,200

Report No: IV-A-4-a Date: November 1					
Subject:	Approval – Budget Adjustme	nts (cont'd)			
	<u>Program</u>	Account		Amount	
4. Transf	Fer to purchase computer software	e maint/license. (Fund 12, Resource 1	190)		
From:	Workforce Prep – Cal Works	Supplies	\$	2,800	
To:	Workforce Prep – Cal Works	Computer Software Maint/License	\$	2,800	
5. Transf	Fer to purchase equipment. (Fund	12, Resource 1190)			
From:	Riverside School of the Arts	All Other Contracts	\$	3,202	
To:	Riverside School of the Arts	Equipment	\$	3,202	
6. Trans	fer to purchase replacement equip	oment.			
From:	Administration and Finance	Supplies	\$	131	
To:	Administration and Finance	Equipment Replacement	\$	131	
7. Transf	Fer to purchase replacement equip	oment. (Fund 61, Resource 6100)			
From:	Risk Management	Supplies	\$	392	
To:	Risk Management	Equipment Replacement	\$	392	
8. Transf	Fer for emergency replacement of	fire monitoring system.			
From:	Facilities	Other Services	\$	9,532	

Equipment Replacement

To:

Facilities

9,532

Report No: IV-A-4-a Date: November 16, 20					
Sub	ject:	Approval – Budget Adjustmer	nts (cont'd)		
		<u>Program</u>	Account		Amount
9. 7	Transfe	r to purchase replacement equip	ment.		
]	From:	Community Outreach	Other Services	\$	365
,	То:	Community Outreach	Equipment Replacement	\$	365
10.	Transfe	r to purchase equipment.			
]	From:	Facilities	Grounds/Garden Supplies	\$	293
	То:	Facilities	Equipment	\$	293
		r to reallocate the Early Childho 2, Resource 1190)	ood Studies Consortium Program bud	get.	
]	From:	ECS – Consortium	Lecturers	\$	1,000
r	То:	ECS – Consortium	Academic Special Project Employee Benefits	\$	897 103
		r to purchase supplies for the Ea 1, Resource 4100)	arly Childhood Studies Norco Equipr	nent P	roject.
]	From:	ECS-Norco Equipment	Equipment	\$	5,000
ŗ	То:	ECS-Norco Equipment	Supplies	\$	5,000
13.	Transfe	r to purchase equipment.			
]	From:	Student Services, Norco	Supplies	\$	1,031
r	То:	Student Services, Norco	Equipment Equipment Replacement	\$	232 799

Report No: IV-A-4-a Date: November 16, 2004

Subject: Approval – Budget Adjustments (cont'd)

Buoject.	ripprovar Baaget rajustiner	its (cont d)	
	<u>Program</u>	Account	<u>Amount</u>
14. Transfe	r to purchase replacement equip	oment.	
From:	Dean of Instruction, MV	Supplies	\$ 262
To:	Dean of Instruction, MV	Equipment Replacement	\$ 262
15. Transfe	r to provide for copying and pri	nting. (Fund 12, Resource 1190)	
From:	Procurement Assistance Ctr	Other Services	\$ 600
To:	Procurement Assistance Ctr	Copying and Printing	\$ 600

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

Salvatore G. Rotella President

Prepared by: Aaron Brown

Associate Vice President, Finance

Report No: IV-A-4-b-1 Date: November 16, 2004

Subject: Resolution to Amend Budget – Resolution No. 6-04/05

2004-2005 AmeriCorps Teacher & Reading Development Partnership Program

<u>Background</u>: The Riverside Community College District has received additional funding for the 2004-2005 AmeriCorps Teacher & Reading Development Partnership Program in the amount of \$3,161 from The Community College Foundation. The funds will be used to pay students to tutor elementary school children who participate in the AmeriCorps Teacher and Reading Development programs

<u>Recommended Action:</u> It is recommended that the Board of Trustees approve adding the additional revenue and expenditures of \$3,161 to the budget and authorize the Vice President Administration and Finance to sign the resolution.

Salvatore G. Rotella President

Prepared by: Ola Jackson, Associate Dean

Teacher Preparation & Education Programs

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 6-04/05

2004-2005 AmeriCorps Teacher & Reading Development Partnership Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$3,161 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 16, 2004.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT INCOME & EXPENDITURES - BUDGET AMENDMENT Resolution No. 06-04/05

2004-2005 AmeriCorps Teacher & Reading Development Partnership Program

Year	County	District	Date	Fund
05	33	07	11/16/2004	12

FUND	SCHOOL	RESOURCE	PY	GOAL	FUNC	OBJECT	AMOUNT		Object Code Description
12	000	1190	0	0000	0168	8699	3,161	00	REVENUE
									EXPENDITURES
12	AJF	1190	0	60179	0168	4590	211	00	Supplies
12	AJF	1190	0	60179	0168	5890	2,950	00	Other Services
						•	3,161	00	TOTAL INCOME
							3,161	00	TOTAL EXPENDITURES

Report No: IV-A-b-4-2 Date: November 16, 2004

Subject: Resolution to Amend Budget – Resolution No. 7-04/05

2004-2005 Independent Living Program

<u>Background</u>: The Riverside Community College District has been awarded funding for the 2004-2005 Independent Living Program in the amount of \$10,700 from The Community College Foundation. The funds will be used to provide lecturers, workshops, and support to achieve the operational goals of the Independent Living Program.

<u>Recommended Action:</u> It is recommended that the Board of Trustees approve adding the additional revenue and expenditures of \$10,700 to the budget and authorize the Vice President Administration and Finance to sign the resolution.

Salvatore G. Rotella President

Prepared by: Michael Wright, Contracts Manager

Workforce Preparation

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 7-04/05

2004-2005 Independent Living Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$10,700 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 16, 2004.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT INCOME & EXPENDITURES - BUDGET AMENDMENT Resolution No. 7-04/05 2004-2005 Independent Living Program

Year	County	District	Date	Fund
05	33	07	11/16/2004	12

FUND	SCHOOL	RESOURCE	PY	GOAL	FUNC	OBJECT	AMOUNT		Object Code Description
12	ACW	1190	0	6020	0161	8190	10,700	00	REVENUE
									EXPENDITURES
12	ACW	1190	0	6020	0161	4320	250	00	Instructional Supplies
12	ACW	1190	0	6020	0161	4590	250	00	Supplies
12	ACW	1190	0	6020	0161	4555	500	00	Printing/Copying
12	ACW	1190	0	6020	0161	5045	500	00	Postage
12	ACW	1190	0	6020	0161	5120	6,690	00	Lecturers
12	ACW	1190	0	6020	0161	5210	500	00	Other Travel
12	ACW	1190	0	6020	0161	5220	1,500	00	Conferences
12	ACW	1190	0	6020	0161	5910	510	00	Indirect
							10,700	00	TOTAL INCOME
							10,700		TOTAL EXPENDITURES

Report No: IV-A-4-b-3 Date: November 16, 2004

Subject: Resolution to Amend Budget – Resolution No. 8-04/05

2005 Procurement Assistance Center

<u>Background</u>: The Riverside Community College District has received a continuing program award for the 2005 Procurement Assistance Center in the amount of \$150,000 from the Defense Logistics Agency. The funds will be used to provide federal, state, and local government procurement and contracting technical assistance to local businesses in San Bernardino and Riverside Counties. In addition to the federal award, the PAC will generate program income in the amount of \$19,000 by providing workshops and other services to participants.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve adding the additional revenue and expenditures of \$169,000 to the budget and authorize the Vice President, Administration and Finance to sign the resolution.

Salvatore G. Rotella President

Prepared by: Robert Truex, Director

Procurement Assistance Center

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 8-04/05

2005 Procurement Assistance Center

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$169,000 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 November 16, 2004.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT INCOME & EXPENDITURES - BUDGET AMENDMENT Resolution No. 8-04/05 2005 Procurement Assistance Center

Year	County	District	Date	Fund	
05	33	07	11/16/2004	12	

FUND	SCHOOL	RESOURCE	PY	GOAL	FUNC	OBJECT	AMOUNT		Object Code Description		
12	000	1190	0	0000	0147	8190	150,000	00	OTHER FEDERAL REVENUE		
12	000	1190	0	0000	0147	8890	19,000		OTHER LOCAL REVENUE		
							-,,,,,,,				
									EXPENDITURES		
12	AXD	1190	0	70100	0147	2118	59,481	00	CI Sal Full Time Administrator		
12	AXD	1190	0	70100	0147	2129	43,516	00	CI Sal Perm Part Time		
12	AXD	1190	0	70100	0147	3220	10,732	00	Employee Benefits		
12	AXD	1190	0	70100	0147	3320	6,386	00			
12	AXD	1190	0	70100	0147	3325	1,493	00			
12	AXD	1190	0	70100	0147	3420	20,889	00			
12	AXD	1190	0	70100	0147	3520	309	00			
12	AXD	1190	0	70100	0147	3620	1,112	00	+		
12	AXD	1190	0	70100	0147	4555	500	00	Copying & Printing		
12	AXD	1190	0	70100	0147	4590	500	00	Other Supplies		
12	AXD	1190	0	70100	0147	5045	300	00	Postage		
12	AXD	1190	0	70100	0147	5210	1,000	00	Mileage		
12	AXD	1190	0	70100	0147	5220	11,213	00	Conferences		
12	AXD	1190	0	70100	0147	5310	750	00	Membership Fees		
12	AXD	1190	0	70100	0147	5540	300	00	Telephone		
12	AXD	1190	0	70100	0147	5620	4,750	00	All Other Contracts		
12	AXD	1190	0	70100	0147	5910	5,769	00	Indirect - Charges		
							169,000	00	TOTAL INCOME		
							169,000	00	TOTAL EXPENDITURES		

RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION

Report No.: IV-A-6 Date: November 16, 2004

Subject: Donations

6 new books

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees accept the following donated items.

<u>Description</u> <u>Donor</u>

Contributed to the College's Library/Learning Resources Center Ann Pfiefle

8178 Sherwood Place Riverside, CA 92504

Description Donor

Contributed to the RCC Alumni House Irmy Tilton

8 china sandwich plates, cups, and saucers

5505 Cornwall Avenue
Riverside, CA 92506

Salvatore G. Rotella President

Prepared by: Amy C. Cardullo

Director, RCC Foundation and Alumni Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT PRESIDENT'S OFFICE

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

Subject: Out-of-State Travel

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

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

- Ms. Sandra Baker, interim dean/director, nursing education, to travel to Orlando, Florida, March 16-18, 2005, to attend the National League for Nursing Accreditation Commissions Self-Study Forum. Estimated cost: \$1,387.25. Funding source: the general fund.
- 2) At the meeting of September 16, 2004, the Board approved out-of-state travel for Dr. Bob Bramucci, dean, open campus, to travel to Bangkok, Thailand, October 22-November 2, 2004, to participate in the Education and Training Export Consortium Trade Mission to Asia. Estimated cost: \$4,940.00. Funding source: Center for International Trade Development grant funds. The dates of travel changed to October 22, 2004-November 3, 2004.
- 3) Ms. Cindy Conley, user support coordinator, information services, to travel to Washington D.C., March 12-16, 2005, to attend Datatel Users Group Annual Conference 2005. Estimated cost: \$2,182.75. Funding source: the general fund.
- 4) Mr. P.J. Cruz, systems administrator, information services, to travel to Washington, D.C., March 12-16, 2005, to attend Datatel Users Group Annual Conference 2005. Estimated cost: \$2,919.50. Funding source: the general fund.
- 5) Mr. Rick Herman, director, software development, information services, to travel to Washington, D.C., March 12-16, 2005, to attend Datatel Users Group Annual Conference 2005. Estimated cost: \$2,182.75. Funding source: the general fund.
- Mr. Allan Lovelace, associate professor, journalism, to travel to Oxford, England, March 20-25, 2005, to attend the Oxford Round Table on Freedom of Speech and Press. Estimated cost: \$4,095.00. Funding source: \$500.00 from the general fund and \$3,595.00 to be paid by the employee.
- 7) Ms. Merriel Moffitt, user support coordinator, information services, to travel to Washington, D.C. March 12-16, 2005, to attend Datatel Users Group Annual Conference 2005. Estimated cost: \$2,174.50. Funding source: the general fund.
- 8) Dr. Chris Nollette, director, emergency medical services instructor/paramedic program director, to travel to Arlington Heights, Illinois, November 11-12, 2004, to attend the National Association of Emergency Medical Services Educators Instructor Task Force Conference. Except for mileage, there is no cost to the District.

RIVERSIDE COMMUNITY COLLEGE DISTRICT PRESIDENT'S OFFICE

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

Subject: Out-of-State Travel (continued)

- 9) President Salvatore G. Rotella to travel to Washington, D.C., November 17-18, 2004, to attend a Department of Education Meeting on Community Colleges. All expenses are paid by the Department of Education. There is no cost to the District.
- 10) President Salvatore G. Rotella to travel to Washington, D.C., February 11-16, 2005, to attend the American Council on Education Annual Meeting. Estimated cost: \$1,782.20. Funding source: the general fund.
- 11) Dr. Ward Schinke, assistant professor, political sciences, to travel to New York City, New York, March 19-27, 2005, accompanying 12 students and 2 advisors attending the National Model United Nations Competition. Estimated cost: \$15,119.00. Funding source: the general fund.
- Ms. Beth Watts, user support coordinator, information services, to travel to Washington D.C., March 12-16, 2005, to attend Datatel Users Group Annual Conference. Estimated cost: \$2,182.75. Funding source: the general fund.

Salvatore G. Rotella President

Prepared by: Michelle Haeckel

Administrative Secretary III

Report No. IV-B-1 Date: November 16, 2004

Subject: Monthly Financial Report

<u>Background</u>: The Financial Report provides summary financial information, by Resource, for the period July 1, 2004 through October 31, 2004. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

General Funds	Page
Resource 1000 – General Operating	1
Resource 1050 – Parking	2 3
Resource 1070 – Student Health Services	3
Resource 1080 – Community Education	4
Resource 1090 – Performance Riverside	5
Resource 1110 – Contractor-Operated Bookstore	6
Resource 1170 – Customized Solutions	7
Resource 1180 – Redevelopment Pass-Through	8
Resource 1190 – Grants and Categorical Programs	9
Special Revenue Funds	
Resource 3200 – Food Services	10
Resource 3300 – Child Care	11
Capital Projects Funds	
Resource 4100 – State Construction & Scheduled Maintenance	12
Resource 4110 – Child Development Center Capital	13
Resource 4120 – Non-State Funded Capital Outlay Projects	14
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Resource 4150 – Self-Funded Equipment and Facility Projects	17
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Internal Service Funds	
Resource 6100 – Health and Liability Self-Insurance	19
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Expendable Trust and Agency Funds	
Associated Students of RCC	21
Student Financial Aid	22
RCCD Development Corporation	23

<u>Information Only</u>: Attached for the Board's information is the Monthly Financial Report for the period ended October 31, 2004.

Salvatore G. Rotella President

Prepared by: Aaron S. Brown

Associate Vice President, Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT MONTHLY FINANCIAL REPORT FOR THE PERIOD ENDED OCTOBER 31, 2004

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

Fund 11, Resource 1000 - General Operating - Unrestricted

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity		
Revenue	\$ 90,995,537	\$ 102,502,894	\$ 102,502,894	\$ 29,796,802		
Intrafund Transfer from						
District Bookstore (Resource 1110)	410,000	510,000	510,000	0		
Interfund Transfer from						
Self-Funded Equipment and						
Facility Projects (Resource 4150)	1,716,899	983,860	983,860	0		
General Obligation Bond Funded						
Capital Outlay (Resource 4160)	746,127	0	0	0		
Total Revenues	\$ 93,868,563	\$ 103,996,754	\$ 103,996,754	\$ 29,796,802		
Expenditures						
Academic Salaries	\$ 43,635,772	\$ 47,238,166	\$ 47,238,166	\$ 12,589,667		
Classified Salaries	19,605,799	22,313,577	22,313,577	6,515,580		
Employee Benefits	15,685,131	18,854,101	18,854,101	4,015,188		
Materials & Supplies	1,246,817	1,899,402	1,899,402	377,049		
Services	8,448,385	11,124,193	11,124,193	3,114,748		
Capital Outlay	913,980	1,091,128	1,091,128	190,154		
Debt Service	1,373,447	0	0	0		
Intrafund Transfers to:						
DSP&S Program (Resource 1190)	610,740	665,157	665,157	166,289		
Customized Solutions (Resource 1170)	171,390	173,470	173,470	43,368		
EOPS (Resource 1190)	0	30,000	30,000	7,500		
PASS (Resource 1190)	113,462	0	0			
Federal Work Study (Resource 1190)	97,652	130,068	130,068			
Cal Works (Resource 1190)	100,918	0	0			
Matriculation (Resource 1190)	273,213	273,213	273,213	68,303		
CITD (Resource 1190)	0	17,500	17,500	4,375		
Charter School (Resource 1190)	0	40,229	40,229	40,229		
Instr. Equipment Match (Resource 1190)	0	656,782	656,782	164,496		
Performance Riverside (Resource 1090)	193,257	193,257	193,257	48,314		
Interfund Transfer to:						
Resource 3300	0	320,000	320,000	100,000		
Resource 6100	0	500,000	500,000	500,000		
Total Expenditures	\$ 92,469,963	\$ 105,520,243	\$ 105,520,243	\$ 27,945,260		
Revenues Over (Under) Expenditures	\$ 1,398,600	\$ (1,523,489)	\$ (1,523,489)	\$ 1,851,542		
Beginning Fund Balance	6,285,492	7,684,092	7,684,092	7,684,092		
Ending Fund Balance	\$ 7,684,092	\$ 6,160,603	\$ 6,160,603	\$ 9,535,634		
Ending Cash Balance				\$ 12,622,789		

RIVERSIDE COMMUNITY COLLEGE DISTRICT MONTHLY FINANCIAL REPORT FOR THE PERIOD ENDED OCTOBER 31, 2004

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

Fund 12, Resource 1050 - Parking

	Prior Year Actuals 7-1-03 to 6-30-04			Adopted Budget		Revised Budget		Year to Date Activity	
Revenue Interfund Transfer from	\$	1,807,126	\$	1,852,246	\$	1,852,246	\$	964,518	
General Obligation Bond Funded Capital Outlay (Resource 4160)		127,279		0		0		0	
Total Revenue	\$	1,934,405	\$	1,852,246	\$	1,852,246	\$	964,518	
Expenditures									
Classified Salaries Employee Benefits	\$	802,839 235,253	\$	1,088,931 338,119	\$	1,088,931 338,119	\$	327,380 51,950	
Materials & Supplies		46,015		47,711		47,711		9,083	
Services		198,681		215,407		215,407		63,550	
Capital Outlay Debt Service		44,042 238,999		93,629		93,629		13,537	
Total Expenditures	\$	1,565,829	\$	1,783,797	\$	1,783,797	\$	465,500	
Revenues Over (Under) Expenditures	\$	368,576	\$	68,449	\$	68,449	\$	499,018	
Beginning Fund Balance		415,503		784,079		784,079		784,079	
Ending Fund Balance	\$	784,079	\$	852,528	\$	852,528	\$	1,283,097	
Ending Cash Balance							\$	1,155,243	

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

Fund 12, Resource 1070 - Student Health Services

	rior Year Actuals 03 to 6-30-04	Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$ 508,848	\$	582,194	\$	582,194	\$	237,006
Expenditures							
Academic Salaries Classified Salaries Employee Benefits Materials & Supplies Services Capital Outlay	\$ 107,186 201,136 43,703 19,799 72,068 972	\$	111,371 235,757 61,079 91,165 83,511 1,000	\$	111,371 235,757 61,079 91,165 83,511 1,000	\$	28,751 52,089 7,094 7,175 52,873 0
Total Expenditures	\$ 444,864	\$	583,883	\$	583,883	\$	147,982
Revenues Over (Under) Expenditures	\$ 63,984	\$	(1,689)	\$	(1,689)	\$	89,024
Beginning Fund Balance	 269,104		333,088		333,088		333,088
Ending Fund Balance	\$ 333,088	\$	331,399	\$	331,399	\$	422,112
Ending Cash Balance						\$	421,967

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

Fund 11, Resource 1080 - Community Education

	Prior Year Actuals 7-1-03 to 6-30-04		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$	787,162	\$ 919,530	\$	919,530	\$	471,362	
Expenditures								
Academic Salaries Classified Salaries Employee Benefits Materials & Supplies Services Capital Outlay	\$	5,241 337,381 60,605 10,578 332,265 1,500	\$ 5,539 359,396 71,091 14,247 403,822 800	\$	5,539 359,396 71,091 14,247 403,822 800	\$	1,846 142,115 11,311 4,734 154,898 0	
Total Expenditures	\$	747,570	\$ 854,895	\$	854,895	\$	314,904	
Revenues Over (Under) Expenditures	\$	39,592	\$ 64,635	\$	64,635	\$	156,458	
Beginning Fund Balance		(24,043)	 15,549		15,549		15,549	
Ending Fund Balance	\$	15,549	\$ 80,184	\$	80,184	\$	172,007	
Ending Cash Balance						\$	172,006	

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

Fund 11, Resource 1090 - Performance Riverside

	P	rior Year				
		Actuals	Adopted	Revised	Ye	ar to Date
	7-1-0	03 to 6-30-04	 Budget	Budget		Activity
Revenue Intrafund Transfer from	\$	716,748	\$ 683,682	\$ 683,682	\$	428,241
General Operating (Resource 1000)		193,257	 193,257	 193,257		48,314
Total Revenues	\$	910,005	\$ 876,939	\$ 876,939	\$	476,555
Expenditures						
Classified Salaries Employee Benefits Materials & Supplies	\$	313,925 91,883 29,492	\$ 269,380 76,665 34,745	\$ 269,380 76,665 34,745	\$	79,907 12,955 4,668
Services		441,689	 494,151	 494,151		209,302
Total Expenditures	\$	876,989	\$ 874,941	\$ 874,941	\$	306,832
Revenues Over (Under) Expenditures	\$	33,016	\$ 1,998	1,998	\$	169,723
Beginning Fund Balance		(565,676)	 (532,660)	 (532,660)		(532,660)
Ending Fund Balance	\$	(532,660)	\$ (530,662)	\$ (530,662)	\$	(362,937)
Ending Cash Balance					\$	(362,938)

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

Fund 11, Resource 1110 - Contractor-Operated Bookstore

	Prior Year Actuals 7-1-03 to 6-30-04		Adopted Budget		Revised Budget			ear to Date Activity
Revenue	\$	829,111	\$	791,658	\$	791,658	\$	127,567
Interfund Transfer from General Obligation Bond Funded								
Capital Outlay (Resource 4160)		53,804		0		0		0
Total Revenue	\$	882,915	\$	791,658	\$	791,658	\$	127,567
Total Revenue	<u> </u>	002,913	_ D	791,038	Φ	791,038	<u> </u>	127,307
Expenditures								
Classified Salaries	\$	24,497	\$	4,541	\$	4,541	\$	4,541
Employee Benefits		11,634		522		522		521
Services		23,863		25,619		25,619		7,452
Debt Service		102,497		0		0		0
Interfund Transfer to								
Food Services (Resource 3200)		226,930		326,930		326,930		0
Intrafund Transfer to								
General Operating (Resource 1000)		410,000		510,000		510,000		0
Total Expenditures	\$	799,421	\$	867,612	\$	867,612	\$	12,514
Revenues Over (Under) Expenditures	\$	83,494	\$	(75,954)	\$	(75,954)	\$	115,053
Beginning Fund Balance		38,124		121,618		121,618		121,618
Ending Fund Balance	\$	121,618	\$	45,664	\$	45,664	\$	236,671
Ending Cash Balance							\$	182,867

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

Fund 11, Resource 1170 - Customized Solutions

	Prior Year Actuals Adopted 7-1-03 to 6-30-04 Budget			 Revised Budget	Year to Date Activity	
Revenue Intrafund Transfer from	\$ 272,878	\$	563,038	\$ 563,038	\$	36,477
General Operating (Resource 1000)	 171,390		173,470	 173,470		43,368
Total Revenue	\$ 444,268	\$	736,508	\$ 736,508	\$	79,845
Expenditures						
Academic Salaries Classified Salaries Employee Benefits Materials & Supplies Services Capital Outlay	\$ 11,114 119,679 44,971 9,067 120,113	\$	35,544 128,827 50,180 30,167 205,190 574	\$ 35,544 128,827 50,180 30,167 205,190 574	\$	14 42,229 8,165 1,538 29,133 574
Total Expenditures	\$ 304,944	\$	450,482	\$ 450,482	\$	81,653
Revenues Over (Under) Expenditures	\$ 139,324	\$	286,026	\$ 286,026	\$	(1,808)
Beginning Fund Balance	 (166,368)		(27,044)	 (27,044)		(27,044)
Ending Fund Balance	\$ (27,044)	\$	258,982	\$ 258,982	\$	(28,852)
Ending Cash Balance					\$	(31,098)

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

Fund 12, Resource 1180 - Redevelopment Pass-Through

	F	Prior Year				
		Actuals	Adopted	Revised	Y	ear to Date
	7-1-	03 to 6-30-04	 Budget	 Budget	Activity	
Revenue Interfund Transfer from General Obligation	\$	499,839	\$ 526,106	\$ 526,106	\$	3,760
Bond Fund Projects (Resource 4160)		95,553	 0	 0		0
Total Revenues	\$	595,392	\$ 526,106	\$ 526,106	\$	3,760
Expenditures						
Services	\$	96,454	\$ 151,900	\$ 151,900	\$	50,079
Capital Outlay		286,882	 286,658	 286,658		95,553
Total Expenditures	\$	383,336	\$ 438,558	\$ 438,558	\$	145,632
Revenues Over (Under) Expenditures	\$	212,056	\$ 87,548	\$ 87,548	\$	(141,872)
Beginning Fund Balance	_	1,439,767	 1,651,823	 1,651,823		1,651,823
Ending Fund Balance	\$	1,651,823	\$ 1,739,371	\$ 1,739,371	\$	1,509,951
Ending Cash Balance					\$	1,414,399

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

Fund 12, Resource 1190 - Grants and Categorical Programs

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 12,459,168	\$ 17,791,991	\$ 17,791,991	\$ 3,028,001
Interfund Transfer from Self Funded Equip.	, , , , , , , ,	, ,,,,,		,,
and Facilities Projects (Resource 4150)				
For Instructional Equipment Match	163,506	0	0	0
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	610,740	665,157	665,157	166,289
For Cal Works	100,918	0	0	0
For EOPS	0	30,000	30,000	7,500
For PASS	113,462	0	0	0
For Federal Work Study	97,652	130,068	130,068	0
For Matriculation	273,213	273,213	273,213	68,303
For Gateway to College For Instructional Equipment	0	40,229 656,782	40,229 656,782	40,229 175,569
For CITD	0	17,500	17,500	4,376
Total Revenues	\$ 13,818,659	\$ 19,604,940	\$ 19,604,940	\$ 3,490,267
Expenditures				
Academic Salaries	\$ 2,864,272	\$ 3,640,921	\$ 3,640,921	\$ 962,353
Classified Salaries	3,583,988	4,456,829	4,456,829	1,362,671
Employee Benefits	1,812,732	2,239,410	2,239,410	314,253
Materials & Supplies	943,376	1,083,500	1,083,500	190,941
Services	2,387,370	4,540,071	4,540,071	583,138
Capital Outlay	1,904,672	3,161,863	3,161,863	398,865
Scholarships	65,822	255,146	255,146	28,125
Student Grants (Financial,				
Book, Meal, Transportation)	256,427	227,200	227,200	90,086
Total Expenditures	\$ 13,818,659	\$ 19,604,940	\$ 19,604,940	\$ 3,930,432
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ (440,165)
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ (440,165)
Ending Cash Balance				\$ (1,169,012)

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

Fund 32, Resource 3200 - Food Services

	Prior Year Actuals Adopted 7-1-03 to 6-30-04 Budget		Revised Budget	Year to Date Activity		
Revenue Interfund Transfers from	\$	1,328,533	\$ 1,351,058	\$ 1,351,058	\$	420,720
Contractor-Operated						
Bookstore (Resource 1110)		226,930	 326,930	 326,930		0
Total Revenues	\$	1,555,463	\$ 1,677,988	\$ 1,677,988	\$	420,720
Expenditures						
Classified Salaries	\$	526,861	\$ 565,719	\$ 565,719	\$	145,269
Employee Benefits		175,001	213,400	213,400		23,268
Materials & Supplies		733,915	756,831	756,831		148,415
Services		82,860	130,419	130,419		22,356
Capital Outlay		9,832	 10,000	 10,000		0
Total Expenditures	\$	1,528,469	\$ 1,676,369	\$ 1,676,369	\$	339,308
Revenues Over (Under) Expenditures	\$	26,994	\$ 1,619	\$ 1,619	\$	81,412
Beginning Fund Balance		225,540	 252,534	 252,534		252,534
Ending Fund Balance	\$	252,534	\$ 254,153	\$ 254,153	\$	333,946
Ending Cash Balance					\$	297,250

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

Fund 33, Resource 3300 - Child Care

	Prior Year Actuals Adopted 7-1-03 to 6-30-04 Budget		 Revised Budget	Year to Date Activity		
Revenues	\$	748,380	\$ 815,926	\$ 815,926	\$	133,363
Interfund Transfer from		0	220,000	220,000		100.000
General Operating (Resource 1000)		0	 320,000	 320,000		100,000
Total Revenues	\$	748,380	\$ 1,135,926	\$ 1,135,926	\$	233,363
Expenditures						
Academic Salaries	\$	488,769	\$ 684,600	\$ 684,600	\$	160,528
Classified Salaries		61,202	124,710	124,710		25,322
Employee Benefits		110,306	180,797	180,797		20,398
Materials & Supplies		24,202	55,396	55,396		6,885
Services		28,756	 55,704	 55,704		8,229
Total Expenditures	\$	713,235	\$ 1,101,207	\$ 1,101,207	\$	221,362
Revenues Over (Under) Expenditures	\$	35,145	\$ 34,719	\$ 34,719	\$	12,001
Beginning Fund Balance		(36,600)	(1,455)	 (1,455)	-	(1,455)
Ending Fund Balance	\$	(1,455)	\$ 33,264	\$ 33,264	\$	10,546
Ending Cash Balance					\$	57,566

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

Fund 41, Resource 4100 - State Construction & Scheduled Maintenance

	-		Adopted Budget				Year to Date Activity	
Revenues Intrafund Transfer from General Obligation	\$	5,526,941	\$	6,274,694	\$	6,274,694	\$	40,876
Bond Funded Projects (Resource 4160)		0		322,000		322,000		322,000
Total Revenues	\$	5,526,941	\$	6,596,694	\$	6,596,694	\$	362,876
Expenditures Materials & Supplies Services Capital Outlay Total Expenditures	\$	0 0 5,579,893 5,579,893	\$	70,000 504,656 6,163,679 6,738,335	\$	70,000 504,656 6,163,679 6,738,335	\$	17,725 0 1,610,268 1,627,993
Revenues Over (Under) Expenditures	\$	(52,952)	\$	(141,641)	\$	(141,641)	\$	(1,265,117)
Beginning Fund Balance		193,388		140,436		140,436		140,436
Ending Fund Balance	\$	140,436	\$	(1,205)	\$	(1,205)	\$	(1,124,681)
Ending Cash Balance							\$	(3,224,674)

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

Fund 41, Resource 4110 - Child Development Center Capital

	Prior Year Actuals 7-1-03 to 6-30-04		Adopted Budget		Revised Budget	Year to Date Activity	
Revenues	\$	4,435	\$ 2,500	\$	2,500	\$	0
Expenditures							
Capital Outlay	\$	33,467	\$ 367,062	\$	367,062	\$	17,679
Total Expenditures	\$	33,467	\$ 367,062	\$	367,062	\$	17,679
Revenues Over (Under) Expenditures	\$	(29,032)	\$ (364,562)	\$	(364,562)	\$	(17,679)
Beginning Fund Balance		393,594	 364,562		364,562		364,562
Ending Fund Balance	\$	364,562	\$ 0	\$	0	\$	346,883
Ending Cash Balance						\$	346,883

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

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

	Prior Year Actuals 03 to 6-30-04	Adopted Budget	Revised Budget	ar to Date Activity
Revenues	\$ 992,841	\$ 15,000	\$ 15,000	\$ 11,390
Expenditures				
Capital Outlay	\$ 1,015,049	\$ 15,000	\$ 15,000	\$ 0
Total Expenditures	\$ 1,015,049	\$ 15,000	\$ 15,000	\$ 0
Revenues Over (Under) Expenditures	\$ (22,208)	\$ 0	\$ 0	\$ 11,390
Beginning Fund Balance	 22,525	 317	 317	 317
Ending Fund Balance	\$ 317	\$ 317	\$ 317	\$ 11,707
Ending Cash Balance				\$ 11,707

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

Fund 41, Resource 4130 - La Sierra Capital

	Prior Year Actuals 03 to 6-30-04	 Adopted Budget	 Revised Budget	Y	ear to Date Activity
Revenues Sale of Land	\$ 79,616 130,000	\$ 85,000 0	\$ 85,000 0	\$	0
Interfund Transfer from General Obligation Bond Funded Projects (Resourcee 4160)	 98,238	 0	 0		0
Total Revenues	\$ 307,854	\$ 85,000	\$ 85,000	\$	0
Expenditures					
Services Capital Outlay	\$ 4,731 143,833	\$ 73,719 2,191,737	\$ 73,719 2,191,737	\$	100,596 175,684
Total Expenditures	\$ 148,564	\$ 2,265,456	\$ 2,265,456	\$	276,280
Revenues Over (Under) Expenditures	\$ 159,290	\$ (2,180,456)	\$ (2,180,456)	\$	(276,280)
Beginning Fund Balance	 7,220,546	 7,379,836	 7,379,836		7,379,836
Ending Fund Balance	\$ 7,379,836	\$ 5,199,380	\$ 5,199,380	\$	7,103,556
Ending Cash Balance				\$	7,107,680

Digital Library / Learning Resource Center is used to account for state revenues and expenditures associated with constructing and equiping the Digital Library / Learning Resource Center.

Fund 41, Resource 4140 - Digital Library / Learning Resource Center

	Prior Year Actuals 03 to 6-30-04	Adopted Budget	evised udget	ear to Date Activity
Revenues	\$ 2,039,116	\$ 926	\$ 926	\$ 0
Expenditures				
Materials & Supplies Capital Outlay	\$ 6,697 2,032,419	\$ 0 926	\$ 0 926	\$ 0 866
Total Expenditures	\$ 2,039,116	\$ 926	\$ 926	\$ 866
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ (866)
Beginning Fund Balance	 0	 0	0	0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ (866)
Ending Cash Balance				\$ (19,380)

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

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

	Prior Year Actuals -03 to 6-30-04	Adopted Budget	 Revised Budget	Y	ear to Date Activity
Revenue	\$ 28,551	\$ 0	\$ 0	\$	0
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	 494,483	 0	 0		0
Total Revenues	\$ 523,034	\$ 0	\$ 0	\$	0
Expenditures					
Services	\$ (2,014)	\$ 0	\$ 0	\$	0
Capital Outlay Interfund Transfers to:	1,262,144	0	0		0
General Operating (Resource 1000)	1,716,899	983,860	983,860		0
Grants & Categorical Programs (Resource 1190)	 174,579	0	 0		0
Total Expenditures	\$ 3,151,608	\$ 983,860	\$ 983,860	\$	0
Revenues Over (Under) Expenditures	\$ (2,628,574)	\$ (983,860)	\$ (983,860)	\$	0
Beginning Fund Balance	 4,696,131	 2,067,557	 2,067,557		2,067,557
Ending Fund Balance	\$ 2,067,557	\$ 1,083,697	\$ 1,083,697	\$	2,067,557
Ending Cash Balance				\$	2,067,557

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

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

	Prior Year Actuals 7-1-03 to 6-30-04		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$	3,156,670	\$	4,104,870	\$	4,104,870	\$	1,238,162
Interfund transfer from								
General Operating (Resource 1000)		0		500,000		500,000		500,000
Intrafund transfer from		0		102.007		102.007		102.007
Workers' Compensation (Resource 6110)		0		102,097		102,097		102,097
Total Revenue	\$	3,156,670	\$	4,706,967	\$	4,706,967	\$	1,840,259
Expenditures								
Classified Salaries	\$	108,614	\$	113,432	\$	113,432	\$	38,286
Employee Benefits		56,043		45,866		45,866		7,375
Materials & Supplies		2,388		4,050		4,050		1,154
Services		3,751,662		4,275,808		4,275,808		929,637
Total Expenditures	\$	3,918,707	\$	4,439,156	\$	4,439,156	\$	976,452
Revenues Over (Under) Expenditures	\$	(762,037)	\$	267,811	\$	267,811	\$	863,807
Beginning Fund Balance		(252,517)		(1,014,554)		(1,014,554)		(1,014,554)
Ending Fund Balance	\$	(1,014,554)	\$	(746,743)	\$	(746,743)	\$	(150,747)
Ending Cash Balance							\$	505,552

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

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

	Prior Year Actuals 7-1-03 to 6-30-04		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$	808,408	\$	871,840	\$	871,840	\$	248,867
Expenditures								
Classified Salaries Employee Benefits Materials & Supplies Services	\$	37,051 14,025 (6) 356,058	\$	38,721 15,605 500 806,045	\$	38,721 15,605 500 806,045	\$	13,056 2,518 206 380,428
Intrafund Transfer to Health & Liability Self Ins (Resource 6100)		0		102,097		102,097		102,097
Total Expenditures	\$	407,128	\$	962,968	\$	962,968	\$	498,305
Revenues Over (Under) Expenditures	\$	401,280	\$	(91,128)	\$	(91,128)	\$	(249,438)
Beginning Fund Balance		621,609		1,022,889		1,022,889		1,022,889
Ending Fund Balance	\$	1,022,889	\$	931,761	\$	931,761	\$	773,451
Ending Cash Balance							\$	1,514,526

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

Associated Students of RCC

	Prior Year Actuals 7-1-03 to 6-30-04		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$	580,748	\$	558,406	\$	558,406	\$	319,955
Expenditures								
Materials & Supplies Other Outgo	\$	526,084 7,015	\$	558,406 0	\$	558,406 0	\$	122,421 (5,547)
Total Expenditures	\$	533,099	\$	558,406	\$	558,406	\$	116,874
Revenues Over (Under) Expenditures	\$	47,649	\$	0	\$	0	\$	203,081
Beginning Fund Balance		826,448		874,097		874,097		874,097
Ending Fund Balance	\$	874,097	\$	874,097	\$	874,097	\$	1,077,178
Ending Cash Balance							\$	1,834,620

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

Student Financial Aid

	A	or Year ctuals to 6-30-04	 Adopted Budget	 Revised Budget	Y	ear to Date Activity
Revenues	\$ 14	-,872,562	\$ 12,334,298	\$ 12,334,298	\$	2,268,272
Expenditures						
Other						
Scholarships and Grant Reimbursements	\$ 14	,872,562	\$ 12,334,298	\$ 12,334,298	\$	1,908,141
Total Expenditures	\$ 14	,872,562	\$ 12,334,298	\$ 12,334,298	\$	1,908,141
Revenues Over (Under) Expenditures	\$	0	\$ 0	\$ 0	\$	360,131
Beginning Fund Balance		0	0	0		0
Ending Fund Balance	\$	0	\$ 0	\$ 0	\$	360,131
Ending Cash Balance					\$	398,702

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

RCCD Development Corporation

	I	ior Year Actuals 3 to 6-30-04	Adopted Budget	Revised Budget	ar to Date Activity
Revenues	\$	32	\$ 0	\$ 0	\$ 5
Expenditures					
Services	\$	20	\$ 0	\$ 0	\$ 20
Total Expenditures	\$	20	\$ 0	\$ 0	\$ 20
Revenues Over (Under) Expenditures	\$	12	\$ 0	\$ 0	\$ (15)
Beginning Fund Balance		16,212	 16,224	 16,224	 16,240
Ending Fund Balance	\$	16,224	\$ 16,224	\$ 16,224	\$ 16,225
Ending Cash Balance					\$ 16,225

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS

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

Subject: Proposed Curricular Changes

<u>Background:</u> The College Curriculum Committee and the college administration have reviewed the attached proposed curricular changes and recommend their adoption by the Board of Trustees.

<u>Recommended Action:</u> It is recommended the Board of Trustees approve the curricular changes for inclusion in the college catalog and in the schedule of class offerings.

Salvatore G. Rotella President

Prepared by: Sylvia Thomas

Associate Vice President of Instruction

New Course Proposals

1. FIT-C1C – Fire Command 1C I-Zone Firefighting for Company Officers Prerequisite: FIT-C1A.

2 units

This course is designed around the responsibilities of the company officer at a wildland/urban interface incident. It will bring the structural company officer out of the city and into the urban interface. Total of 40 hours lecture.

2. FIT-D8 – Emergency Medical Dispatch

1.5 units

Prerequisite: None.

This course provides students with the knowledge and skills necessary to interrogate 911 callers and provide emergency medical directions and prioritize response until EMS providers arrive. This course also provides students with CPR and First Aid certification. Total of 32 hours lecture and 8 hours laboratory.

Course Revision Proposals

1. ADJ-R1B – Level II Reserve Officer Training – hours change

From: Total of 189 hours lecture and 39 hours laboratory. To: Total of 189 hours lecture and 53 hours laboratory.

2. ADJ-R1C – Level I Reserve Officer Training – units, prerequisite, hours changes From: 12 units

Prerequisite: ADJ-R1A1, R1A2, R1B and completion of the POST reading and writing skills examination. Completion of POST physical fitness assessment. Possession of a valid California driver's license. Successful completion of a medical examination. Fingerprint clearance through the California State Department of Justice.

Total of 178 hours lecture and 166 hours laboratory.

To: 13 units

Prerequisite: ADJ-R1B and W10A.

Limitation on enrollment: Completion of the POST reading and writing skills examination. Completion of POST physical fitness assessment. Possession of a valid California driver's license. Successful completion of a medical examination. Fingerprint clearance through the California State Department of Justice.

Total of 182 hours lecture and 183 hours laboratory.

3. FIT-M21 – Leading Others – units, hours changes

From: 1 unit; Total of 24 hours lecture and 8 hours laboratory.

To: 1.5 units; Total of 32 hours lecture and 8 hours laboratory.

4. FIT-S1A – Fire Apparatus Driver/Operator 1A-Emergency Vehicle Operations – prerequisite, description, hours changes

From: Prerequisite: None.

This course includes a review of laws and operating techniques relating to the emergency and non-emergency operation of fire apparatus, theories and principles of defensive driving, an overview of vehicle systems and sub-systems, vehicle preventative maintenance checks and troubleshooting, annual certification testing, pump operation and maintenance, pumping techniques, winching techniques and vehicle on the road operation in normal and abnormal situations. Total of 18 hours lecture and 22 hours laboratory.

To: Prerequisite: None.

Advisory: California Firefighter I Certification.

Limitation on enrollment: Class B California Driver's License or California Firefighter Restricted License.

This course is designed to provide the student with information on driving techniques for emergency vehicles and techniques of basic inspection and maintenance of emergency vehicles, including actual driving exercises under simulated emergency conditions. Total of 24 hours lecture and 16 hours laboratory.

5. FIT-S1B – Fire Apparatus Driver/Operator 1B-Pump Operations – prerequisite, description, hours changes

From: Prerequisite: FIT-S1A.

This course includes a review of hydraulic terms, water distribution systems, basic hydraulic principles, pump, pump system, pump panel designs, types of pump operations and fire ground hydraulics. Total of 18 hours lecture and 22 hours laboratory.

To: Prerequisite: None.

Advisory: California Firefighter I Certification.

Limitation on enrollment: Class B California Driver's License or California Firefighter

Restricted License.

This course is designed to provide the student with information, theory, methods and techniques for operating fire service pumps. Total of 24 hours lecture and 16 hours laboratory.

Revised Certificate Patterns

- 1. State-approved Degree/Certificate Administration of Justice/Law Enforcement (see Attachment A.)
- 2. State-approved Degree/Certificate Engineering Software Applications (see Attachment B.)

ATTACHMENT A

ADMINISTRATION OF JUSTICE/LAW ENFORCEMENT

Certificate Program

Required Cours	ses (18 units minimum)	Units
ADJ-B1B	Basic Peace Officer Training Academy	18
or		
ADJ-B1C	Basic Peace Officer Training Academy-CHP	18
or all of the fo	ollowing:	
ADJ-P4A, R1A	A2, R1B, R1C and W10A	
	Reserve Training Module Format	30

Associate in Science Degree

The Associate in Science Degree in Administration of Justice/Law Enforcement will be awarded upon completion of the requirements for the certificate, plus completion of the graduation requirements as described in the catalog, as well as electives totaling 60 units of college work as required for the Associate Degree.

ATTACHMENT B

ENGINEERING SOFTWARE APPLICATIONS

Certificate Program

Required Cou	urses (27 units)	<u>Units</u>
ENE-21	Drafting	3
ENE-30	Computer-Aided Drafting	3
ENE-31	Computer-Aided Drafting and Design	3
ENE-42	3D Parametric Solid Modeling with SolidWorks	3
ENE-43	3D Technical Computer Animation	3
ENE-44	Advanced 3D Technical Computer Animation	3
ART-36	Computer Art	3
CIS- 1A	Introduction to Computer Information Systems	3
GRT-71	Adobe Photoshop for Publishing	3
or		
CIS-78A	Introduction to Adobe Photoshop	3

Associate in Science Degree

The Associate in Science Degree in Engineering Software Applications will be awarded upon completion of the requirements for the certificate, plus completion of the graduation requirements as described in the catalog, as well as electives totaling 60 units of college work as required for the Associate Degree.

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-a Date: November 16, 2004

Subject: Contract with Becky Long

<u>Background</u>: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Becky Long to perform as principal cellist in the RCC Symphony. The term of the agreement is November 17, 2004 through December 7, 2004. Services require a total of \$1,100 payable on December 7, 2004.

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 she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and Becky Long and authorize the Vice President Administration and Finance to sign the contract for principal cellist of the RCC Symphony. The term of the agreement is November 17, 2004 through December 7, 2004 and requires a total of \$1,100 payable on December 7, 2004.

Salvatore G. Rotella President

Prepared by: Kevin A. Mayse

Associate professor, Music

AGREEMENT BETWEEN BECKY LONG AND RIVERSIDE COMMUNITY COLLEGE DISTRCIT

THIS AGREEMENT is made and entered into on this September 20, 2004 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. Rehearse and perform as principal cellist for the Riverside Community College Symphony Orchestra, November 17 December 7, 2004.
- 2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.
- 3. The services rendered by the Consultant are subject to review and supervision by the District's President and other designated representatives of the District.
- 4. The term of this agreement shall be from November 17 December 7, 2004.
- 5. Payment in consideration of this agreement shall not exceed \$1,100, payable on December 8, 2004. (Check is set up for payment on this date and mailed the next business day, per District regulations.)
- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Becky Long	Riverside Community College District	Department of Performing Arts
Dooley Long	James I. Duvissa	Varia A Marsa
Becky Long	James L. Buysse	Kevin A. Mayse
	Vice President,	Symphony Orchestra Conductor
	Administration and Finance	

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-b Date: November 16, 2004

Subject: Contract with Mitch Fennell

<u>Background</u>: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Mitch Fennell to act as a clinician for the RCC Concert Band Festival. The term of the agreement is for March 8, 2005. Services require a total of \$350 payable on March 8, 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 Mitch Fennell is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and Mitch Fennell and authorize the Vice President, Administration and Finance to sign the contract for clinician for the RCC Concert Band Festival. The term of the agreement is for March 8, 2005 and requires a total of \$350 payable on March 8, 2005.

Salvatore G. Rotella President

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 September 20, 2004 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:
 - Guest Clinician for District's Department of Performing Arts Concert Band Festival March 8, 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 President and other designated representatives of the District.
- 4. Payment in consideration of this agreement shall not exceed \$350, payable on March 9, 2005. (Check is set up for payment on this date and mailed the next business day, per District regulations.)
- 5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 6. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Mitch Fennell	Riverside Community College District	Department of Performing Arts
Mitch Fennell	James L. Buysse Vice President, Administration and Finance	Kevin A. Mayse Wind Ensemble Conductor

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-c Date: November 16, 2004

Subject: Contract with Don Gunderson

<u>Background</u>: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Don Gunderson to act as a clinician for the RCC Concert Band Festival. The term of the agreement is for March 8, 2005. Services require a total of \$350 payable on March 8, 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 President of Instruction, and Ed Godwin, Risk Management.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and Don Gunderson and authorize the Vice President Administration and Finance to sign the contract for clinician for the RCC Concert Band Festival. The term of the agreement is for March 8, 2005 and requires a total of \$350 payable on March 8, 2005.

Salvatore G. Rotella President

Prepared by: Kevin A. Mayse

Associate professor, Music

AGREEMENT BETWEEN DON GUNDERSON AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this September 20, 2004 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 8, 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 President and other designated representatives of the District.
- 4. Payment in consideration of this agreement shall not exceed \$350, payable on March 9, 2005. (Check is set up for payment on this date and mailed the next business day, per District regulations.)
- 5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 6. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Don Gunderson	Riverside Community College District	Department of Performing Arts
Don Gunderson	James L. Buysse Vice President, Administration and Finance	Kevin A. Mayse Wind Ensemble Conductor

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-d Date: November 16, 2004

Subject: Contract with Mark Gunderson

<u>Background</u>: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Mark Gunderson to act as a clinician for the RCC Concert Band Festival. The term of the agreement is for March 8, 2005. Services require a total of \$350 payable on March 8, 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 President of Instruction, and Ed Godwin, Risk Management.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and Mark Gunderson and authorize the Vice President Administration and Finance to sign the contract for clinician for the RCC Concert Band Festival. The term of the agreement is for March 8, 2005 and requires a total of \$350 payable on March 8, 2005.

Salvatore G. Rotella President

Prepared by: Kevin A. Mayse

Associate professor, Music

AGREEMENT BETWEEN MARK GUNDERSON AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this September 20, 2004 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:
 - Guest Clinician for District's Department of Performing Arts Concert Band Festival March 8, 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 President and other designated representatives of the District.
- 4. Payment in consideration of this agreement shall not exceed \$350, payable on March 9, 2005.

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

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

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

Mark Gunderson	Riverside Community College Dist	rict Department of Performing Arts
Mark Gunderson	James L. Buysse	Kevin A. Mayse
	Vice President,	Wind Ensemble Conductor
	Administration and Finance	

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-e Date: November 16, 2004

Subject: Contract with Don Jaramillo

<u>Background</u>: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Don Jaramillo to act as a clinician for the RCC Concert Band Festival. The term of the agreement is for March 9, 2005. Services require a total of \$350 payable on March 9, 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 President of Instruction, and Ed Godwin, Risk Management.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and Don Jaramillo and authorize the Vice President Administration and Finance to sign the contract for clinician for the RCC Concert Band Festival. The term of the agreement is for March 9, 2005 and requires a total of \$350 payable on March 9, 2005.

Salvatore G. Rotella President

Prepared by: Kevin A. Mayse

Associate professor, Music

AGREEMENT BETWEEN DON JARAMILLO AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into on this September 20, 2004 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:
 - Guest Clinician for District's Department of Performing Arts Concert Band Festival March 9, 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 President and other designated representatives of the District.
- 4. Payment in consideration of this agreement shall not exceed \$350, payable on March 9, 2005. (Check is set up for payment on this date and mailed the next business day, per District regulations.)
- 5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 6. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Don Jaramillo	Riverside Community College District	Department of Performing Arts
 Don Jaramillo	James L. Buysse	Kevin A. Mayse
	Vice President, Administration and Finance	Wind Ensemble Conductor

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-f Date: November 16, 2004

Subject: Contract with John Carnahan

<u>Background</u>: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and John Carnahan to act as a clinician for the RCC Concert Band Festival. The term of the agreement is for March 9, 2005. Services require a total of \$350 payable on March 9, 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 President of Instruction, and Ed Godwin, Risk Management.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and John Carnahan and authorize the Vice President Administration and Finance to sign the contract for clinician for the RCC Concert Band Festival. The term of the agreement is for March 9, 2005 and requires a total of \$350 payable on March 9, 2005.

Salvatore G. Rotella President

Prepared by: Kevin A. Mayse

Associate professor, Music

AGREEMENT BETWEEN JOHN CARNAHAN AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this September 20, 2004 by and between JOHN CARNAHAN 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 9, 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 President and other designated representatives of the District.
- 4. Payment in consideration of this agreement shall not exceed \$350, payable on March 10, 2005.

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

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

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

John Carnahan	Riverside Community College Dist	crict Department of Performing Arts
John Carnahan	James L. Buysse	Kevin A. Mayse
	Vice President,	Wind Ensemble Conductor
	Administration and Finance	

Report No: V-A-2-g Date: November 16, 2004

Subject: Contract with Jason Chevalier

<u>Background</u>: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Jason Chevalier to act as a clinician for the RCC Concert Band Festival. The term of the agreement is for March 9, 2005. Services require a total of \$350 payable on March 9, 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 President of Instruction, and Ed Godwin, Risk Management.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and Jason Chevalier and authorize the Vice President Administration and Finance to sign the contract for clinician for the RCC Concert Band Festival. The term of the agreement is for March 9, 2005 and requires a total of \$350 payable on March 9, 2005.

Salvatore G. Rotella President

Prepared by: Kevin A. Mayse

Associate professor, Music

AGREEMENT BETWEEN JASON CHEVALIER AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this September 20, 2004 by and between JASON CHEVALIER 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:
 - Guest Clinician for District's Department of Performing Arts Concert Band Festival March 9, 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 President and other designated representatives of the District.
- 4. Payment in consideration of this agreement shall not exceed \$350, payable on March 10, 2005. (Check is set up for payment on this date and mailed the next business day, per District regulations.)
- 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.

Jason Chevalier	Riverside Community College District	Department of Performing Arts	
Jason Chevalier	James L. Buysse Vice President, Administration and Finance	Kevin A. Mayse Wind Ensemble Conductor	

Report No: V-A-2-h Date: November 16, 2004

Subject: Contract with Becky Long

<u>Background</u>: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Becky Long to perform as principal cellist in the RCC Symphony. The term of the agreement is March 15, 2005 through May 31, 2005. Services require a total of \$1,100 payable on May 31, 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 she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and Becky Long and authorize the Vice President Administration and Finance to sign the contract for principal cellist of the RCC Symphony. The term of the agreement is March 15, 2005 through May 31, 2005 and requires a total of \$1,100 payable on May 31, 2005.

Salvatore G. Rotella President

Prepared by: Kevin A. Mayse

Associate professor, Music

AGREEMENT BETWEEN BECKY LONG AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this September 20, 2004 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:
 - Rehearse and perform as principal cellist for the Riverside Community College Symphony Orchestra, March 15 – May 31, 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 President and other designated representatives of the District.
 - a. The term of this agreement shall be from March 15 May 31, 2005.

4.

- 5. Payment in consideration of this agreement shall not exceed \$1,100, payable on May 31,2005. (Check is set up for payment on this date and mailed the next business day, per District regulations.)
- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Becky Long Performing Arts	Riverside Community Col	lege District Department of
Becky Long	James L. Buysse	Kevin A. Mayse
	Vice President,	Symphony Orchestra Conducto
	Administration and Finance	

Report No: V-A-2-i Date: November 16, 2004

Subject: Contract with Mitch Fennell

<u>Background</u>: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Mitch Fennell to act as a clinician for the RCC Conducting Symposium. The term of the agreement is for April 27 April 30, 2005. Services require a total of \$1,500 payable on April 30, 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 President of Instruction, and Ed Godwin, Risk Management.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and Mitch Fennell and authorize the Vice President Administration and Finance to sign the contract for clinician for the RCC Conducting Symposium. The term of the agreement is for April 27 - April 30, 2005 and requires a total of \$1,500 payable on April 30, 2005.

Salvatore G. Rotella President

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 September 20, 2004 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 Conducting Symposium April 27 April 30, 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 President and other designated representatives of the District.
- 4. The term of this agreement shall be from April 27 April 30, 2005.
- 5. Payment in consideration of this agreement shall not exceed \$1,500, payable on April 30, 2005.

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

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

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

Mitch Fennell	Riverside Community College District	Department of Performing Arts
Mitch Fennell	James L. Buysse	Kevin A. Mayse
	Vice President, Administration and Finance	Wind Ensemble Conductor

Report No: V-A-2-j Date: November 16, 2004

Subject: Contract with Jerry Junkin

<u>Background</u>: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Jerry Junkin to act as a clinician for the RCC Conducting Symposium. The term of the agreement is for April 27 April 30, 2005. Services require a total of \$1,500 payable on April 30, 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 President of Instruction, and Ed Godwin, Risk Management.

Recommended Action: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and Jerry Junkin and authorize the Vice President Administration and Finance to sign the contract for clinician for the RCC Conducting Symposium. The term of the agreement is for April 27 - April 30, 2005 and requires a total of \$1,500 payable on April 30, 2005.

Salvatore G. Rotella President

Prepared by: Kevin A. Mayse

Associate professor, Music

AGREEMENT BETWEEN JERRY F JUNKIN AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this September 20, 2004 by and between JERRY F. JUNKIN 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 Conducting Symposium April 27 – April 30, 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 President and other designated representatives of the District.
- 4. The term of this agreement shall be from April 27 April 30, 2005.
- 5. Payment in consideration of this agreement shall not exceed \$1,500, payable on April 30, 2005. (Check is set up for payment on this date and mailed the next business day, per District regulations.)
- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Jerry F. Junkin	Riverside Community College District	Department of Performing Arts
Jerry F. Junkin	James L. Buysse Vice President, Administration and Finance	Kevin A. Mayse Wind Ensemble Conductor

Report No: V-A-2-k Date: November 16, 2004

Subject: Contract with Amy Schiffner

<u>Background</u>: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Amy Schiffner to perform as a guest artist in the RCC Dance performance of *Kinetic Conversations*. The contract includes all related technical and dress rehearsals from Friday and Saturday, December 3 & 4, 2004 and all related technical and dress rehearsals from Tuesday, November 30 – Thursday, December 2, 2004. The term of the agreement is from November 22 – December 4, 2004 for a total of \$400, payable on December 10, 2004.

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and Amy Schiffner and authorize the Vice President, Administration and Finance, to sign the contract which includes all related technical and dress rehearsals and her performance as a guest artist in the RCC Dance performance of *Kinetic Conversations*. The term of the agreement is November 22 – December 4, 2004 for a total of \$400.

Salvatore G. Rotella President

Prepared by: Rita Chenoweth

Chair, Performing Arts Department

AGREEMENT BETWEEN AMY SCHIFFNER AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 17th day of November, 2004, by and between Amy Schiffner, 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. Perform as a guest artist in the RCC Dance performance of *Kinetic Conversations* Friday and Saturday, December 3 & 4, 2004 and participate in all related technical and dress rehearsals from Tuesday, November 30 Thursday, December 2, 2004.
- 2. The services outlined in Paragraph 1, section a 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.
- 3. The services rendered by the Consultant are subject to review and supervision by the District's President and other designated representatives of the District.
- 4. The term of this agreement shall be from November 22 December 4, 2004.
- 5. Payment in consideration of this agreement shall not exceed \$400.00, payable on December 10, 2004.

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

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

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

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

Report No: V-A-2-l Date: November 16, 2004

Subject: Contract with Amanda Nora

<u>Background</u>: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Amanda Nora to perform as a guest artist in the RCC Dance performance and choreograph a work approximately 6 minutes in length for RCCD dancers to perform in *Kinetic Conversations* Friday and Saturday, December 3 & 4, 2004. The contract includes all related technical and dress rehearsals from Friday and Saturday, December 3 & 4, 2004 and all related technical and dress rehearsals from Tuesday, November 30 – Thursday, December 2, 2004. The term of the agreement is from November 22 – December 4, 2004 for a total of \$700, payable on December 10, 2004.

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and Amanda Nora as a guest artist in the RCC Dance performance of *Kinetic Conversations* from November 22 – December 4, 2004, for a total of \$700, and authorize the Vice President, Administration and Finance, to sign the contract.

Salvatore G. Rotella President

Prepared by: Rita Chenoweth

Chair, Performing Arts Department

AGREEMENT BETWEEN AMANDA NORA AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 17th day of November, 2004, by and between Amanda Nora, 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. Perform as a guest artist in the RCC Dance performance of *Kinetic Conversations* Friday and Saturday, December 3 & 4, 2004 and participate in all related technical and dress rehearsals from Tuesday, November 30 Thursday, December 2, 2004.
 - b. Choreograph a work approximately 6 minutes in length for RCCD dancers to perform in *Kinetic Conversations* Friday and Saturday, December 3 & 4, 2004.
- 2. The services outlined in Paragraph 1, section a 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 b.
- 3. The services rendered by the Consultant are subject to review and supervision by the District's President and other designated representatives of the District.
- 4. The term of this agreement shall be from November 22 December 4, 2004.
- 5. Payment in consideration of this agreement shall not exceed \$700.00, payable on December 10, 2004.
 - (Check is set up for payment on this date and mailed the next business day, per District regulations.)
- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

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

Report No: V-A-3 Date: November 16, 2004

Subject: Use of Facilities – 24 Hour Fitness Center

<u>Background</u>: In order to provide physical education classes for the Norco Campus, an arrangement has been made to use 24 Hour Fitness Center for the time period January 1, 2005 to February 10, 2005 (Winter intersession). This is a renewal of an existing agreement that has been reviewed by Ed Godwin, Risk Management. The cost to the district is \$20/per hour for a total of \$1,080. Funding Source: General Fund.

This agreement has been reviewed by Ed Godwin, Rick Management and Sylvia Thomas, Associate Vice President, Instruction.

Recommended Action: It is recommended the Board of Trustees approve the agreement with 24 Hour Fitness Center for the time period January 1, 2005 to February 10, 2005, at a cost of \$1,080 and authorize the Vice President, Administration and Finance to sign the agreement.

Salvatore G. Rotella President

Prepared by: Dawn Lindsay

Dean, Academic and Student Affairs



AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND 24 HOUR FITNESS CENTER

WHEREAS, Riverside Community College District (RCCD) desires to use the facilities and premises of the 24 Hour Fitness Center, 275 Teller Avenue, Suite 100, Corona, California for the purpose of holding college level physical fitness classes; and

WHEREAS, 24 Hour Fitness Center desires to cooperate with RCCD in the use of its facilities;

NOW THEREFORE, the parties agree as follows:

- For the use of 24 Hour Fitness Center, RCCD will contribute the sum of \$20.00 per hour per class, during the period January 4, 2005 to February 10, 2005 (Winter Intersession). Fees will be paid on a monthly basis with 24 Hour Fitness Center invoicing RCCD by the 15th of each month to be paid for that month's service.
- 2. RCCD will be responsible for any damages sustained to the building or equipment up to \$10,000 occurring as a direct result of occupancy of the building by RCCD.
- 3. 24 Hour Fitness Center will hold harmless and indemnify RCCD for any claims, lawsuits or liabilities of any type suffered by RCCD arising from 24 Hour Fitness Center's acts or omissions in the performance of this contract. RCCD will hold harmless and indemnify 24 Hour Fitness Center for any claims, lawsuits, or liabilities of any type suffered by the Contractor arising from RCCD's acts or omissions in the performance of this contract.
- 4. RCCD shall not make or permit other persons to make any alterations to premises without first obtaining the written consent of 24 Hour Fitness Center.
- 5. 24 Hour Fitness Center shall bear all costs of utilities for heat, light, and power. 24 Hour Fitness Center shall provide all comforts conducive to a physical fitness class, such as lighting, air conditioning, heat, water and janitorial services.
- 6. 24 Hour Fitness Center and RCCD will share the use of said facility on days when classes are in session, <u>January 4, 2005 to February 10, 2005</u>. RCCD holidays are as follows: <u>Holiday:</u> January 17, 2005

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT	24 HOUR FITNESS CENTER
By: James L. Buysse	Ву:
Title: Vice President Admin. & Finance	Title:
Date:	Date:

Report No.: V-A-4-a Date: November 16, 2004

Subject: Agreement between Riverside Community College District and Palm Springs

Riviera Resort and Racquet Club

Background: Attached for the Board's consideration is an agreement between Riverside Community College District and Palm Springs Riviera Resort and Racquet Club. The staff of Early Childhood Studies is planning a professional development training convention on Saturday, January 29, 2005 and Sunday, January 30, 2005, to be held at the Palm Springs Riviera Resort and Racquet Club. The cost of this training shall not exceed \$8,000 and includes lodging and meals for attendees. The focus of the training is on the Integration of Ethics Issues into ECS college academic coursework. Funding source: Riverside County Children and Families Commission Faculty and Staff Training Grant.

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

This hotel contract does not 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

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the agreement with Palm Springs Riviera Resort and Racquet Club to provide a site for a professional development training convention for Early Childhood Studies full and part-time faculty and Children's Center staff on January 29 and 30, 2005, in an amount not to exceed \$8,000, and authorize the Vice-President, Administration and Finance, to sign the agreement.

Salvatore G. Rosella President

<u>Prepared by</u>: Debbie Whitaker-Meneses

Associate Dean, Early Childhood Studies

and

Debbie Cazares

Assistant Professor and Chair, Early Childhood Studies

Palm Springs Riviera Resort and Racquet Club's

Contractual Agreement with **Riverside Community College District**

Early Childhood Studies/Riverside Community College -2005

Debbie Cazares 4800 Magnolia Ave Riverside, CA 92506

Phone: #909-222-8957 Fax: #909-222-8690

Official Dates:

Official dates for the convention are: Saturday, January 29, 2005 and Sunday, January 30, 2005

Room Block:

We are currently holding the following guest room accommodations on a first option, tentative basis. These arrangements will be held until **November 29, 2004** at which time confirmation will be necessary to continue to hold these accommodations. Should the Resort have the opportunity to sell these rooms prior to **November 29, 2004**, **Riverside Community College District** will have 72 hours in which to confirm these dates or the Resort will have the option to resell the above dates.

Day	Saturday	Sunday
Date	1/29	1/30
Blocked	20	c/o

Guaranteed room block may be adjusted by the Resort at its discretion based on the group's last two-year room pickup history. Should such an adjustment become necessary, the Resort will notify **Riverside Community College District**, at which time **Riverside Community College District** will have the opportunity to guarantee any additional rooms needed.

The following final group rates will apply for this meeting:

Single/Double: \$129 Petite Suites: \$179

Extra Person Charge: \$20 Suite, second room charge: \$129

These rates are net, non-commissionable, and will be subject to all applicable taxes and resort service fee as listed below.

Current City tax is 13.55%, and there is a \$1.25 utility tax per day. Please note that these taxes are subject to change.

Resort Service Fee:

A resort service fee will apply to all guest rooms. This fee is currently \$8.00 per room per day as of January 1, 2005. The resort service fee includes the following: unlimited local calls, 800 access and credit card assisted calls (\$1.00 value per call); up to 5 incoming faxes delivered to the guest room, in-room coffee service, High-Speed Internet Access in all guestrooms, LA Times; unlimited use of our 24-hour fitness center (Non-guest fee \$10 daily); on property self-parking (\$3 Non-guest fee); unlimited use of putting course (\$5 per person/per round); roundtrip Palm Springs Airport transportation; and local shuttle to downtown Palm Springs. Subject to change without notice.

Unless otherwise specified, the resort service fee will be posted to individual room accounts.

Convention rates will be extended three days before and three days after the official meeting dates subject to space availability.

Reservation Procedures and Cutoff Date

We have informed our reservation department that **Riverside Community College District will** be providing the Resort with a rooming list by the reservation cutoff date of **Thursday**, **December 30**, **2004**. At this time, the Resort will require a deposit of one nights stay per room of a guarantee to charge this deposit to the master account based on approval of credit. Any rooms not guaranteed or covered by the rooming list will be released back to the Resort for sale to the general public. Any additional request for reservations will be taken on a space-and-rate available basis. The Resort will accept individual cancellations up to forty-eight (48) hours before arrival date with no penalty. Cancellations occurring within forty-eight (48) hours shall forfeit deposit or be billed for the first nights room and tax.

(Exceptions may be made in emergency situations).

For the rooming list, please include individual arrival/departure dates and pair up those sharing accommodations on the enclosed Resort Rooming List forms. Addresses should be included only if individual confirmations are requested. Please indicate any special request (i.e. non-smoking, connecting, or handicap) that the Resort will attempt to accommodate on a space available basis. Any VIP and staff reservations should be noted as well.

The Palm Springs Riviera Resort and Racquet Club is charging an Early Check-Out fee to any guest who checks out of the Resort before their stated departure date. Guests will have the opportunity to change their departure date at Check-In without being assessed the fee. Any changes resulting in early departure after check-in will result in the Early Departure Fee of \$50.00 being assessed to the guest.

The Resort's established check-out time is 12:00 noon. Any guest wishing to stay beyond their check-out time may do so on a space available basis only. The following rates will apply to late check-outs:

12 noon - 4:00pm 1/2 day rate of (Rate) After 4:00pm Full days rate of (Rate)

Our bell staff will arrange to hold luggage for those guests attending functions on the day of departure so as not to incur a later charge.

Shrinkage/Reduction Clause:

This confirmation agreement is based in part on your use of total room nights. Both parties acknowledge and agree that a loss will be incurred by the Resort should major reductions in the program occur. In an effort to protect both our interests, the following policies regarding shrinkage or program reduction will apply.

Should your actual room night consumption fall more than 15% from your contracted room block, you will be responsible for the full room revenue for the difference between your actual night's consumption and 85% of our contracted room block.

Billing and Credit Arrangements:

We request that you complete and return the enclosed application for direct billing with your signed contract so that we may process your request for a master account to be established. We would appreciate your cooperation in returning the document within 45 days of your arrival, so that the resort may guarantee your direct billing privilege. This request is not necessary if you have previously sent in this information within the last year.

Should the need arise; our goal is to resolve any direct bill discrepancies prior to check-out or as soon as possible to assure a smooth billing process. We require payment in full within twenty-five (25) days of receipt of our billing.

Room & Tax to Master

We have instructed our reservation department that room and tax for all guest rooms will be applied to the master account and that the individuals will be responsible for all incidental charges. Group functions and any other exceptions noted by the group contact will also be billed to the master account.

Deposit Due:

A deposit of (\$500) will be due to the Resort by **November 29, 2004**. Should a master account not be approved or established, 50% of total estimated food and beverage charges will be due by **December 30, 2004**.

Meeting Rooms and Banquet Space:

We have outlined below what we understand to be your required meeting space and program specifications. Please review this outline carefully and notify us immediately if there are any errors or omissions. The space as listed shall be held as part of this agreement and all other space will be available for sale by the Resort. Should **Riverside Community College District** realize a decrease/increase of guest rooms or attendees, the Resort reserves the Right to reassign function space in order to maximize the utilization of our banquet facilities. Any changes will be relayed to **Riverside Community College District** prior to the changes being made.

The number of catered Food and Beverage functions and the attendance figures for such functions has been taken into consideration in providing your organization competitive room rates. Therefore, should any of the food and beverage functions outlined in the attached agenda be cancelled (or taken off property), and written notification not be received more than (12) twelve months prior to the primary arrival date of the meeting, your organization will be responsible for 40% of the estimated food and beverage revenue lost, based on the minimum catering prices in effect at the time of the meeting, times the number of scheduled attendees.

Should your meeting requirements include exhibits, fees would be applied at \$35.00 for 8 X 10 and \$20.00 for tabletops, exclusive of labor, storage, and electrical charges. If the exhibit requires that the Resort receive large boxes, crates, exhibit booths, or an excessive number of boxes, an outside vendor or drayage company must be used to handle and coordinate these requirements.

Per Palm Springs City Ordinance, all outdoor amplified music/entertainment events must end prior to 10:00 PM nightly.

DATE/TIME	FUNCTION	SET-UP	NO. OF PEOPLE
Saturday, 1/29/2005		Rounds of 10	40
12:00 PM-10:00 PM	General Session	Rounds of 10	40
12:30 PM - 1:30 PM	Lunch	21001100 02 20	40
12:30 PM - 1:30 PM	Lunch	Rounds of 10	40
6:00 PM - 8:00 PM	Dinner	Rounds of 10	40
Sunday, 1/30/2005			
8:00 AM - 9:00 AM	Continental Breakfast	Rounds of 10	40
9:00 AM - 1:00 PM	General Session	Rounds of 10	40

Meeting Room Rental:

A meeting room rental fee of \$200 per day has been waived based on your anticipated sleeping room /Food and Beverage requirements. However, a one-time set up fee of (\$150) will be assessed to help cover labor and material cost necessary to produce your event. Should the group fail to realize 85% of contracted rooms per night, or decrease food and beverage revenue by 25%, the following sliding scale will be applied.

- If guest rooms picked up is more than (85%), meeting room rental fee is waived.
- If guest rooms picked up are (84% 65%), 40% of the above fee will be assessed.
- If guest rooms picked up are (64% 50%), 65% of the above fee will be assessed.
- If guest rooms picked up are (49% 30%), 80% of the above fee will be assessed.
- If guest rooms picked up are less than (29%), 100% of the above fee will be assessed.

Hold Harmless:

Riverside Community College District agrees to hold the Resort harmless from any and all damages or destruction including loss of all equipment or property owned, leased by, or brought to the Resort by **Riverside Community College District**.

Impossibility:

Neither Party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations by reason of strike, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of Public Enemy, acts of superior governmental authority, riots, rebellions, sabotage, or any other circumstances for which neither party is responsible or beyond its control. Should events beyond either party's control affect either party's ability to perform

this agreement, this Agreement may be terminated without penalty to either party by giving written notice to the other.

Cancellation Policy:

Should it become necessary for **Riverside Community College District** to terminate these arrangements, **Riverside Community College District** agrees to pay the cancellation fees assessed by the following sliding scale:

- Cancellation of group from (6 months to 3 months).....(50% of room rev)
- Cancellation of group (3 months to arrival)(100% of room rev)

Shipping and Handling:

Should you need to ship meeting materials to the Resort, each item must be properly packed and addressed as follows:

Palm Springs Riviera Resort Attn: Convention Services 1600 N. Indian Canyon Dr. Palm Springs, CA 92262

Riverside Community College District

Resort Guest:

Dates of event: Saturday, January 29, 2005 - Sunday, January 30, 2005

The resort reserves the right to refuse any package that appears to be damaged and assumes no liability for the condition of the contents of any package. Due to limits of storage space, the Resort will accept no responsibility for meeting material delivered more than three (3) days prior to your starting function date. All arrangements for return shipping should be made with a shipping company prior to your departure.

Coordination of Program:

Within 30 days of the Resort receiving the signed agreement, you will receive a letter introducing your Conference Services manager assigned to your event. This contact will be responsible for finalizing your sleeping room requirements, billing arrangements, meeting room set-ups, banquet menus, audio-visual requirements, etc.

Signs, Banners, and Displays:

Before any signs, banners, or displays shall be erected or displayed in any part of the Resort, please note that it is necessary to get the approval of the Convention Services Manager. It is

further agreed that no signs, banners, and displays shall be affixed to any part of the Resort without the use of Resort personnel.

Audio Visual Equipment:

Multi-Media Unlimited is our contracted audio-visual company and has an office on property at the Resort. For your convenience we have enclosed a brochure outlining the services offered and pricing. Upon your request, Multi-Media will present you with a proposal for extensive audio-visual services.

Should you contract the services of an outside audio visual company for your program it is necessary that these companies carry a minimum of \$1,000,000 in liability insurance. Surcharges for use of our house sound system; power and on-site audio visual labor may apply.

Banquet Guarantees and Service Charges:

Final guaranteed attendance for all catered functions must be made 72 hours prior to the function. This guaranteed number is not subject to reduction and is the minimum number of persons for which you will be charged. We will be prepared to serve not more than 5% over the final guaranteed attendance specified.

Your assigned Conference Services Manager prior to your arrival will submit banquet Event Orders to you. Please review these carefully and return signed to the Resort promptly to ensure that all arrangements are in order.

All agreed upon food and beverage pricing is subject to a service charge of 19% and a sales tax which is currently 7.75%. Please note that service charges and taxes are subject to change.

The Resort reserves the right to inspect, control, or revoke all private functions in accordance with Resort policy and the law. Liability for damages to the premises will be charged accordingly. The Resort does not assume responsibility for personal property and equipment brought into the Resort.

Recreation:

The Resort offers a number of recreational facilities for your group. Should your group wish to have a group recreational event, please notify us of times and number of participants at your earliest convenience so that we may check availability and block your requested events. We have outlined the list of activities and their respective cost below.

- Health Club, Basketball, Volleyball, Croquet, Billiard Tables All are Complimentary
- Tennis Courts \$15 per hour/per court

• Putting Course - In the event that a group schedules a putting tournament or a group event utilizing our recreational facilities, a fee of \$2.50 per person will be assessed to organize and monitor the tournament. No fee will be assessed if the tournament is self-conducted.

Signature and Acceptance Clause:

Please review this document carefully and kindly sign and return to the Resort by **November 29**, **2004**. Receipt of the signed agreement by the Resort will constitute agreement to the terms and conditions spelled out within this document and the Resort will agree to consider the arrangements confirmed and definite. This agreement supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written regarding this event.

This agreement shall not be amended, altered, or changed except by a written agreement signed by both parties.

The validity, construction and performance of this agreement shall be governed by the laws, without regard to the laws as to the choice or conflicts of laws, of the State of California.

By signing, both parties represent and warrant that their respective companies have given parties authorization to execute this agreement on their behalf. The agreement shall bind and insure to the benefit of the parties and their respective successors and assigns.

Agreed to and Accepted by:	
T: D	
Jim Buysse Vice President Administration and Finance	Date
Riverside Community College District	
Suzette Krause Schmidt	Date
Senior Sales Manager	
Palm Springs Riviera Resort	

S:accounts q-z/riverside community college/contract jan 2005 early childhood 9/27/04

Report No: V-A-4-b Date: November 16, 2004

Subject: Agreement with Magnolia Presbyterian Church After School Program

Background: Attached for the Board's review and consideration is a proposed Agreement between Riverside Community College District and Magnolia Presbyterian Church After School Program to provide a Service Learning location for RCCD students and tutorial services in the after school program to assist neighborhood K-6 children with their schoolwork and enriching activities. The term of the agreement is November 17, 2004 through September 30, 2007. RCCD AmeriCorps members, teacher preparation and service learning students commit to volunteer at least 30 hours of service within the community. Partnering with this after school program will provide RCCD students the opportunity to participate in organized service activities that meet identified community needs. RCC future teachers will assist this organization in addressing the literacy development of K-6 children and assist in improving their ability to attract community volunteers to participate in literacy-based special events and services. There is no cost to the District.

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

Recommended Action: It is recommended that the Board of Trustees approve the service agreement between Riverside Community College District and Magnolia Presbyterian Church After School Enrichment Program to provide a Service Learning location for RCCD students and tutorial services in the after school program, at no cost to the District, and that the Vice President, Administration and Finance, be authorized to sign the contract for the period November 17, 2004 through September 30, 2007.

Salvatore G. Rotella President

Prepared by: Ola Jackson, Associate Dean

Teacher Preparation and Education Programs

AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND MAGNOLIA PRESBYTERIAN CHURCH AFTER SCHOOL PROGRAM

This Service Learning Agreement is made between Riverside Community College District, Teacher Preparation & Education Programs (RCCD) and Magnolia Presbyterian Church After School Enrichment Program (Site).

Whereas both RCCD and the Site desire to promote the education of RCCD students and to enhance the community served by providing Service Learning that integrates curricular concepts with real-world experience; the parties hereto agree as follows:

1. RCCD agrees to:

- a) Present only those students in good standing at RCCD who are academically prepared to meet the objectives of the service learning practicum and are prepared to tutor in the after school program;
- b) Designate a RCCD representative who shall coordinate the educational objectives of the service learning activity with the Site's representative;
- c) Ensure that students understand the objectives of service learning and what Site activities are approved for students participation;
- d) Require all students to attend orientation prior to beginning the service learning program;
- e) Maintain records and reports on the student's service learning practicum for a period to be determined by RCCD.
- f) Provide guidance to students and take administrative action in all matters pertaining to student academic performance or personal conduct while on Site. Withdraw any student from Site when student is determined unacceptable to Site due to performance, conduct, or other reasonable cause.

2. Site agrees to:

- a) Designate a Site representative to coordinate with RCCD's representative the objectives of the service learning practicum and the activities approved for student participation;
- b) Make available facilities for students participating in the practicum for the time period agreed upon in advance;
- c) Make available to students and instructors ancillary facilities such as cafeteria, conference space, and library, as is feasible;
- d) Provide students and instructors with orientation to the rules and regulations including, but not limited to, proper attire, availability of parking and other Site requirements;

- e) Provide supervision of service learning students and complete attendance records and any other evaluation forms as reasonably required by RCCD.
- 3. RCCD and Site shall at all times be considered by each other to be independent entities contracting solely for the purpose of carrying out the provisions of this Agreement. Site and its employees shall not be deemed the employer of any RCCD personnel, instructor, or student and no RCCD personnel, instructor, or student will be considered the borrowed servant, agent or employee of Site.
- 4. Neither RCCD nor Site shall discriminate against any student because of race, sex, age, creed national origin, handicap or veteran status.
- 5. RCCD hereby agrees to defend, indemnify and hold harmless the Site, its officers, partners, employees, agents, successors, and assigns from and against all liability, loss, damage, claims, or causes of action, costs and expenses (including reasonable attorney fees) arising out of or in any way connected with the negligent act or omission of RCCD or its employees.
- 6. Site hereby agrees to defend, indemnify and hold harmless RCCD, its officers, partners, employees, agents, successors, and assigns from and against all liability, loss, damage, claims, or causes of action, costs and expenses (including reasonable attorney fees) arising out of or in any way connected with the negligent act or omission of Site or its employees.
- 7. The initial term of this Agreement shall commence on November 17, 2004 and shall continue for a period of three (3) years. The Agreement shall automatically terminate upon the expiration of the initial term. Either party may terminate this Agreement by giving 30 days written notice. Students currently enrolled shall not be prejudiced by such termination and shall be permitted to complete the current semester practicum.
- 8. Any notice required by this Agreement shall be in writing and deemed given at the time it is deposited in the U.S. Mail, proper postage prepaid:

To RCC: Riverside Community College District
Teacher Preparation & Education Programs
4800 Magnolia Avenue
Riverside, California 92506-1299

(951) 222-8858

To Site: Magnolia Presbyterian Church

After School Program 7200 Magnolia Avenue Riverside, California 92506

(951) 684-7200

9. This agreement shall be interpreted in accordance with the laws of California. This Agreement may be amended at any time during the term of the agreement by mutual written consent of duly authorized representatives of RCCD and Site.

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

Ardice Bailor, Director

Magnolia Presbyterian Church

After School Program

James L. Buysse, Vice President

Administration and Finance

Riverside Community College District

Daniel Good, Co-Director Magnolia Presbyterian Church After School Program

Sally Smith, Founding Director Magnolia Presbyterian Church After School Program

Report No.: V-A-4-c Date: November 16, 2004

Subject: Agreement with Trinity Lutheran Church After School Enrichment Program

Background: Attached for the Board's review and consideration is a proposed Agreement between Riverside Community College District and Trinity Lutheran Church After School Enrichment Program to provide a Service Learning location for RCCD students and tutorial services in the after school program to assist neighborhood K-6 children with their schoolwork and enriching activities. The term of the agreement is November 17, 2004 through September 30, 2007. RCCD AmeriCorps members, teacher preparation and service learning students commit to volunteer at least 30 hours of service within the community. Partnering with this after school program will provide RCCD students the opportunity to participate in organized service activities that meet identified community needs. RCCD future teachers will assist this organization in addressing the literacy development of K-6 children and assist in improving their ability to attract community volunteers to participate in literacy-based special events and services. There is no cost to the District.

This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Manager.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the service agreement between Riverside Community College District and Trinity Lutheran Church After School Enrichment Program to provide a Service Learning location for RCCD students and tutorial services in the after school program to assist neighborhood K-6 children with their schoolwork and enriching activities, for the period November 17, 2004 through September 30, 2007, at no cost to the District, and authorize the Vice-President, Administration and Finance, to sign the agreement.

Salvatore G. Rotella President

Prepared by: Ola Jackson, Associate Dean

Teacher Preparation and Education Programs

AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND TRINITY LUTHERAN CHURCH AFTER SCHOOL PROGRAM

This Service Learning Agreement is made between Riverside Community College District, Teacher Preparation & Education Programs (RCCD) and Trinity Lutheran Church After School Enrichment Program (Site).

Whereas both RCCD and the Site desire to promote the education of RCCD students and to enhance the community served by providing Service Learning that integrates curricular concepts with real-world experience; the parties hereto agree as follows:

1. RCCD agrees to:

- a) Present only those students in good standing at RCCD who are academically prepared to meet the objectives of the service learning practicum and are prepared to tutor in the after school program;
- b) Designate a RCCD representative who shall coordinate the educational objectives of the service learning activity with the Site's representative;
- c) Ensure that students understand the objectives of service learning and what Site activities are approved for students participation;
- d) Require all students to attend orientation prior to beginning the service learning program;
- e) Maintain records and reports on the student's service learning practicum for a period to be determined by RCCD.
- f) Provide guidance to students and take administrative action in all matters pertaining to student academic performance or personal conduct while on Site. Withdraw any student from Site when student is determined unacceptable to Site due to performance, conduct, or other reasonable cause.

2. Site agrees to:

- a) Designate a Site representative to coordinate with RCCD's representative the objectives of the service learning practicum and the activities approved for student participation;
- b) Make available facilities for students participating in the practicum for the time period agreed upon in advance;
- c) Make available to students and instructors ancillary facilities such as cafeteria, conference space, and library, as is feasible;
- d) Provide students and instructors with orientation to the rules and regulations including, but not limited to, proper attire, availability of parking, and other Site requirements;
- e) Provide supervision of service learning students and complete attendance records and any other evaluation forms as reasonably required by RCCD.

- 3. RCCD and Site shall at all times be considered by each other to be independent entities contracting solely for the purpose of carrying out the provisions of this Agreement. Site and its employees shall not be deemed the employer of any RCC personnel, instructor, or student and no RCCD personnel, instructor, or student will be considered the borrowed servant, agent or employee of Site.
- 4. Neither RCCD nor Site shall discriminate against any student because of race, sex, age, creed national origin, handicap, or veteran status.
- 5. RCCD hereby agrees to defend, indemnify, and hold harmless the Site, its officers, partners, employees, agents, successors, and assigns from and against all liability, loss, damage, claims, or causes of action, costs and expenses (including reasonable attorney fees) arising out of or in any way connected with the negligent act or omission of RCCD or its employees.
- 6. Site hereby agrees to defend, indemnify, and hold harmless RCCD, its officers, partners, employees, agents, successors, and assigns from and against all liability, loss, damage, claims, or causes of action, costs and expenses (including reasonable attorney fees) arising out of or in any way connected with the negligent act or omission of Site or its employees.
- 7. The initial term of this Agreement shall commence on November 17, 2004 and shall continue for a period of three (3) years. The Agreement shall automatically terminate upon the expiration of the initial term. Either party may terminate this Agreement by giving 30 days written notice. Students currently enrolled shall not be prejudiced by such termination and shall be permitted to complete the current semester practicum.
- 8. Any notice required by this Agreement shall be in writing and deemed given at the time it is deposited in the U.S. Mail, proper postage prepaid:

To RCC: Riverside Community College District

Teacher Preparation & Education Programs

4800 Magnolia Avenue

Riverside, California 92506-1299

(951) 222-8858

To Site: Trinity Lutheran Church

After School Enrichment Program

5969 Brockton Avenue Riverside, California 92506

(951) 682-1350

9. This agreement shall be interpreted in accordance with the laws of California. This Agreement may be amended at any time during the term of the agreement by mutual written consent of duly authorized representatives of RCC and Site.

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

Jean George, Director Trinity Lutheran Church After School Enrichment Program

James L. Buysee, Vice President Administration and Finance Riverside Community College District

Report No: V-A-4-d Date: November 16, 2004

Subject: Agreement with Walden Family Services to Assist in Providing Marketing

Research and a Fundraising Campaign

<u>Background</u>: Attached for the Board's review and consideration is a proposed Agreement between Riverside Community College District and Walden Family Services, to provide Service Learning opportunities for RCCD students for the period November 17, 2004 through June 30, 2007. Walden Family Services is a nonprofit organization dedicated to providing quality care, treatment, and advocacy services for troubled, abused, neglected and at-risk children as well as children with developmental disabilities. Walden's mission is to recruit, train, and support foster parents in providing safe, stable, and loving homes for children in crisis.

RCCD Service Learning students will volunteer 20-30 hours of service to the agency. Partnering with Walden Family Services will provide RCCD students the opportunity to participate in an organized service activity that meets both an academic and community need. RCCD students will assist this organization in developing both a marketing plan and a fundraising campaign allowing the theories of marketing to be applied practically. There is no cost to the District.

Walden Family Services does not make or participate in the making of decisions that may have a material effect on the financial interests of the District. As such, Walden Family Services is not subject to Section II, Paragraph 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

This agreement has been reviewed by Ed Godwin, Risk Management and Sylvia Thomas, Associate Vice President of Instruction.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the service agreement between Riverside Community College District and Walden Family Service to provide a Service Learning opportunity for RCCD students at no cost to the District, and that the Vice President, Administration and Finance be authorized to sign the contract for the period of November 17, 2004 through June 30, 2007.

Salvatore G. Rotella President

Prepared by: Ola Jackson, Associate Dean

Teacher Preparation and Education Programs

and

Don Ajene Wilcoxson

Assistant Professor, Business Administration

AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT SERVICE LEARNING & EDUCATION PROGRAMS AND WALDEN FAMILY SERVICES

This Service Learning Agreement is made between Riverside Community College District, Teacher Preparation and Educational Programs (RCCD) and Walden Family Services (WFS).

Whereas, both RCCD and WFS desire to promote the education of RCCD students and to enhance the community served by providing Service Learning to that integrates curricular concepts with real-world experience; the parties hereto agree as follows:

1. RCCD agrees to:

- a. Present only those students in good standing at RCCD who are academically prepared to meet the objectives of the service learning practicum and are prepared to develop a marketing campaign focused on fundraising;
- b. Designate a RCCD representative who shall coordinate the educational objectives of the service learning activity with WFS representative;
- c. Ensure that students understand the objectives of service learning and what WFS activities are approved for students participation;
- d. Require all students to attend a class orientation prior to beginning the service learning program;
- e. Provide Marketing Research Data to WFS upon completion of program;

2. WFS agrees to:

- a. Designate a WFS representative to coordinate with RCCD's representative the objectives of the service learning practicum and the activities approved for student participation;
- b. Make available a representative to answer student questions for the time period agreed upon in advance;
- c. Provide students and representative with handouts, organizational information, and program information as feasible;
- 3. RCCD and WFS shall at all times be considered by each other to be independent entities contracted solely for the purpose of carrying out the provisions of this Agreement. WFS and its employees shall not be deemed the employer of any RCCD personnel, instructor, or student; and no RCCD personnel, instructor, or student will be considered the borrowed servant, agent, or employee of WFS.
- 4. Neither RCC nor WFS shall discriminate against any student because of race, sex, age, creed, national origin, handicap or veteran status.

- 5. WFS hereby agrees to defend, and hold harmless RCCD, its officers, partners, employees, agents, successors, and assigns from and against all liability, loss, damage, claims, or causes of action, cost and expenses (including reasonable attorney fees) arising out of or in any way connected with the negligent act or omission of WFS or its employees.
- 6. The initial term of this Agreement shall commence on November 16, 2004 and shall continue for a period of seven (7) weeks. The Agreement shall automatically terminate upon the expiration of the initial term. Either party may terminate this Agreement by giving a 2 week written notice. Students currently participating shall not be prejudiced by such termination and shall be permitted to complete the current semester practicum.
- 7. Any notice required by this Agreement shall be in writing and deemed given at the time it is deposited in the U.S. Mail, proper postage prepaid:

To RCC: Riverside Community College District

Service Learning & Education Programs

4800 Magnolia Avenue

Riverside, California, 92506-1299

951-222-8858

WFS: Walden Family Services

1918 Business Center Drive

Suite 100

San Bernardino, California, 92408-3439

909-388-6612

8. This Agreement shall be interpreted in accordance with the laws of California. This Agreement may be amended at any time during the term of the Agreement by mutual written consent of duly authorized representatives of RCCD and WFS.

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

Mindy Watrous, Executive Director Walden Family Services

James L. Buysse, Vice President
Administration and Finance
Riverside Community College District

Report No.: V-A-4-e Date: November 16, 2004

Subject: Agreement between Riverside Community College District and Yosemite

Community College District, Child Development Training Consortium

<u>Background</u>: The Child Development Training Consortium (CDTC) is a statewide program funded by the California Department of Education, Child Development Division (CDE/CDD) with federal Childcare and Development of Quality Improvement funds. This program, created to address the critical shortage of qualified childcare professionals in California is administered by the Yosemite Community College District (YCCD). The term of this agreement is August 1, 2004, through July 31, 2005. It is being presented to the Board in as timely a manner as possible following receipt from the sponsoring agencies. RCCD services and expenditures against the grant will commence after approval by the Board.

By entering into this agreement with YCCD, YCCD/CDTC will pay RCCD \$18,088 to provide training resources and reimbursement funds to eligible community college students who, while employed in the Early Childhood Studies field, successfully complete Child Development Permit satisfying coursework. The amount includes \$15,338 reimbursed to eligible students, \$1,750 for materials and supplies, and \$1,000 for trainers.

This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Manager.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement with Yosemite Community College District, Child Development Training Consortium, in an amount not to exceed \$18,088, for the period August 1, 2004 through July 31, 2005, and authorize the Vice-President, Administration and Finance, to sign the agreement.

Salvatore G. Rotella President

Prepared by: Debbie Whitaker-Meneses

Associate Dean, Early Childhood Studies

Shari Yates

Assistant Professor, Early Childhood Studies

CHILD DEVELOPMENT TRAINING CONSORTIUM 2004-2005 INSTRUCTIONAL AGREEMENT AGREEMENT NUMBER 05 -4165

This Agreement is made and entered into this 1st day of August, 2004, by and between the Yosemite Community College District, Child Development Training Consortium, hereafter called the YCCD/CDTC, and Riverside Community College District, hereafter called the CONTRACTOR.

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

I. STATEMENT OF WORK

- A. The CONTRACTOR will designate a Campus Coordinator. The Campus Coordinator will be responsible to prepare and submit all required reports, coordinate all Consortium activities for the CONTRACTOR, and be readily available to assist students enrolling in the program. The Campus Coordinator is expected to attend two (2) YCCD/CDTC sponsored meetings at YCCD/CDTC expense. The YCCD/CDTC must be notified in writing within fifteen (15) calendar days of any change in Campus Coordinators.
- B. The CONTRACTOR will generate up to <u>600</u> units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit. Enrolled units must be completed between July 1, 2004, and June 30, 2005. Physical education courses and general work experience courses are excluded. Child development work experience and remedial courses are included.
- C. The CONTRACTOR will be paid for training a maximum of <u>83</u> Professional Growth Advisors using YCCD/CDTC supplied training resources. Advisors must be trained between August 1, 2004, and June 30, 2005.
- D. The CONTRACTOR will be paid for sponsoring a maximum of <u>one</u> Professional Growth Advisor networking session(s) between August 1, 2004, and June 30, 2005.
- E. The CONTRACTOR will make good faith efforts to recruit and employ qualified faculty who reflect the ethnic makeup of the student population.
- F. The CONTRACTOR will provide appropriate community college courses, which:
 - 1. Meet the requirements of the Child Development Permit Matrix (included in this Agreement as Appendix A) and/or childcare licensing regulations.
 - 2. Are degree or certificate applicable.
 - 3. Are offered for credit with the possible exception of remedial courses.

- 4. Are transferable whenever possible.
- 5. Are available to family childcare providers and employees of childcare/development programs serving infants through school-age children.
- 6. Are responsive to local community needs.
- G. The CONTRACTOR will enroll students who meet the YCCD/CDTC eligibility criteria, numbered 1 through 5 below. Student eligibility must be verified each semester/term using the Participant Profile.
 - 1. Student must be seeking a new or maintaining a currently held Child Development Permit, **AND**
 - 2. At the time of enrollment, the student must be employed by a childcare/development program including licensed family childcare and out-of-school care. Center-based programs must be licensed or eligible for an exemption according to Department of Social Services (DSS) regulations. Employment in a kindergarten classroom is also acceptable, **AND**
 - 3. Student employment must directly benefit children and/or families. The employment experience must be acceptable to the California Commission on Teacher Credentialing for purposes of obtaining a Child Development Permit, even if experience is not required for the permit, AND
 - 4. Student must work in the state of California.
 - 5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home childcare providers are not eligible.
- H. The CONTRACTOR will enroll eligible students according to the following three priorities:

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

- Priority 1 Employees of all direct-funded CDE/CDD programs including center-based programs and family childcare network programs or center-based programs with satellite family childcare providers. This also includes colocated Head Start Programs.
- Priority 2 Employees of any program, center-based or licensed family childcare homes, that serve children on a voucher basis for Alternative Payment services.
- Priority 3 Employees of all other programs including center-based and licensed family childcare homes.

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

I. Local Priorities for Enrollment

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

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

- 1. The Advisory Committee will make a good faith effort to represent the local childcare labor market by including the following program representatives: the Campus Coordinator; one community college child development instructor; one family childcare provider; one representative of a childcare program funded by the California Department of Education, Child Development Division (CDE/CDD); one representative of a private-for-profit childcare program; one representative of a private-non-profit childcare program; one representative of the local Resource and Referral program; one college student majoring in child development; one representative from the Local Childcare and Development Planning Council; and one representative from the county-level Children and Families Commission, and one representative from the local Childcare Retention Incentive (CR1) program (i.e. CARES and/or AB212).
- 2. The Advisory Committee will meet a minimum of once each semester/term.
- 3. Both meetings must be properly documented with agendas and minutes, which must be submitted with the Year-End Report.
- J. The CONTRACTOR will complete an annual needs study of the local service area to determine the greatest needs of individuals seeking new or maintaining currently held Child Development Permits. Information collected should include:
 - 1. Description of eligible students to be served
 - 2. Special circumstances or unique challenges and characteristics of eligible students
 - 3. Description of agencies/programs that will benefit
 - 4. Area strengths

- 5. Area needs
- 6. Description of most needed courses including topics, times, locations, and preferred language of instruction.
- K. The CONTRACTOR will provide student grade documentation to YCCD/CDTC upon request for audit purposes.
- L. The CONTRACTOR will ensure that all required reports and documents are submitted to YCCD/CDTC by the due dates specified. Report titles and due dates are included in this Agreement as *Appendix B* 2004-2005 Required Reports and *Timelines*. All reports should be submitted to the Child Development Training Consortium, 1620 North Carpenter Road, Suite C-16, Modesto, CA 95351.
- M. The CONTRACTOR will ensure that no full-time equivalent (FTE) will be collected for courses that are funded with YCCD/CDTC funds.

II. PERIOD OF PERFORMANCE

The term of this Agreement shall be from August 1, 2004, to and including July 31, 2005. Enrolled units must be <u>completed</u> between July 1, 2004, and June 30, 2005. Professional Growth Advisor trainings and networking sessions must be completed between August 1, 2004, and June 30, 2005. All allowable expenditures must be encumbered by July 31, 2005.

III. BUDGET AND ALLOWABLE EXPENSES

- A. By October 22, 2004, a final 2004-2005 budget based on the funding authorized in this Agreement must be on file with the YCCD/CDTC. A YCCD/CDTC supplied format must be used.
- B. The CONTRACTOR will submit a revised budget to the YCCD/CDTC for approval when anticipated expenses in a major expense category (direct services, support services, or administration) exceed the approved budget by more than ten percent (10%).
- C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the Campus Coordinator Handbook on page 48. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.
- D. The CONTRACTOR will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program. Approved CDE rates are available in the Campus Coordinator Handbook on page 52.
- E. The CONTRACTOR will not expend YCCD/CDTC funds on food, equipment, donations, or gifts. Equipment is defined as a fixed asset that does not lose its identify when removed from its location and is not changed materially or consumed

- immediately (typically, within a year) by use. Equipment has relatively permanent value, and its purchase increases the value of the physical property such as furniture, vehicles, machinery, computers, and furnishings that are not integral parts of the building or the building system.
- F. If the CONTRACTOR demonstrates a consistent pattern of under-generating its contracted number of units, the number of contracted units may be reduced in subsequent years.

IV. PAYMENT FOR SERVICES

- A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount not to exceed \$18,088.00 The amount of total payments to the CONTRACTOR will be the lesser of program earnings, the amount authorized by this Agreement, or actual expenditures. Any over-payments of more than \$100.00 made by YCCD/CDTC to the CONTRACTOR must be refunded to YCCD/CDTC by July 31, 2005. Checks should be made payable to YCCD.
- B. The CONTRACTOR will be paid \$25.00 per enrolled unit of coursework, which meets requirements of the Child Development Permit Matrix and/or childcare licensing regulations to the maximum stated in Paragraph 1/B/. Units for physical education and general work experience classes are excluded. Units for remedial courses and child development work experience are included.
- C. The CONTRACTOR will be paid \$36.00 per trained Professional Growth Advisor, who meets the eligibility criteria established by the California Commission on Teacher Credentialing, to the maximum stated in Paragraph I.C.
- D. The CONTRACTOR will be paid \$100.00 per Professional Growth Advisor networking session, to the maximum stated in Paragraph I.D.
- E. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of properly completed documentation including an original 2004-2005 Participant Profile for each enrolled student for each semester/term, and/or an original Professional Growth Advisor Registration card for each trained and qualified advisor. Networking session payments will be based on original meeting documentation including agenda, sign-in sheets, and participant evaluations.
- F. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.
- G. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The final expenditure report is due no later than July 31, 2005.

V. RETENTION OF RECORDS AND AUDITS

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

VI. CONTRACT AMENDMENTS

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

VII. 30 DAY TERMINATION NOTICE

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

VIII. FUND AVAILABILITY

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

IX. NONDISCRIMINATION CLAUSE

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

X. INDEPENDENT CONTRACTORS

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

XI. HOLD HARMLESS CLAUSE

Both the CONTRACTOR and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, and the officers, employees, boards, volunteers, and agents of the other party from and against any and all losses, claims or expense

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

XII. ACKNOWLEDGMENT

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

XIII. DRUG-FREE WORKPLACE

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

XIV. NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL AGREEMENT

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

AGREED TO BY:

CONTRACTOR Authorizing Signature:	
Printed Name of Person signing:	James Buysse
Title of Person Signing	Vice President of Administration and Finance
	Riverside Community College District
Date:	

Yosemite Community College District

Authorizing Signature:	
Printed Name and Title of Person Signing:	George Railey, Interim Vice Chancellor

	Educational Services
Date:	

Attachments for reference: Appendix A – Child Development Permit Matrix

Appendix B – 2004-2005 Required Reports and Time Lines

Return two Instructional Agreements with original signatures to:

Yvonne Schemper, Child Development Training Consortium 1620 North Carpenter Road, Suite C-16l, Modesto, CA 95351 For questions, call (209) 341-1663

For CDTC Use Only:	Date Rcvd:	To D.O:	From D.O.:	To CONTRACTOR:
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Appendix A

	Child Development Permit Matrix - with Alternative Qualification Options Indicated					
Permit Title	Education Requirement (Option 1 for all permits)	Experience Requirement (Applies to Option 1 Only)	Alternative Qualifications (with option numbers indicated)	Authorization	Five Year Renewal	
ssistant Optional)	Option 1: 6 units of Early Childhood Education (ECE) or Child Development (CD)	None	Option 2: Accredited HERO program (including ROP)	Assist in the care, development and instruction of children in a child care and development program under the supervision of an Associate Teacher or above.	105 hours of professional growth*****	
ssociate eacher	Option 1: 12 units ECE/CD including core courses**	50 days of 3+ hours per day within 2 years	Option 2: Child Development Associate (CDA) Credential. CDA Credential must be earned in California	May provide service in the care, development and instruction of children in a child care and development program; and supervise an Assistant Permit holder and an Aide.	Must complete 15 additional units toward a Teacher Permit. Must meet Teacher requirements within 10 years.	
eacher	Option 1: 24 units ECE/CD including core courses** <u>plus</u> 16 General Education (GE) units*	175 days of 3+ hours per day within 4 years	Option 2: AA or higher in ECE/CD or related field with 3 units supervised field experience in ECE/CD setting	May provide service in the care, development and instruction of children in a child care and development program, and supervise all above.	105 hours of professional growth*****	
flaster 'eacher	Option 1: 24 units ECE/CD including core courses** plus 16 GE units* plus 6 specialization units plus 2 adult supervision units	350 days of 3+ hours per day within 4 years	Option 2: BA or higher with 12 units of ECE/CD, <u>plus</u> 3 units supervised field experience in ECE/CD setting	May provide service in the care, development and instruction of children in a child care and development program, and supervise all above. Also may serve as a coordinator of curriculum and staff development in a child care and development program.	105 hours of professional growth*****	
ite Supervisor	Option 1: AA (or 60 units) including: • 24 ECE/CD units with core courses** • 16 GE units* • 6 administration units • 2 adult supervision units	350 days of 3+ hours per day within 4 years including at least 100 days of supervising adults	Option 2: BA or higher with 12 units of ECE/CD, <u>plus</u> 3 units supervised field experience in ECE/CD setting; <u>or</u> Option 3: Admin. credential ***With 12 units of ECE/CD, <u>plus</u> 3 units supervised field experience in ECE/CD setting; <u>or</u> Option 4: Teaching credential **** with 12 units of ECE/CD, <u>plus</u> 3 units supervised field experience in ECE/CD setting	May supervise a child care and development program operating at a single site; provide service in the care, development and instruction of children in a child care and development program; and serve as coordinator of curriculum and staff development.	105 hours of professional growth*****	
Program Director	Option 1: BA or higher including: • 24 ECE/CD units with core courses** • 6 administration units • 2 adult supervision units	Site Supervisor status and one program year of Site Supervisor experience	Option 2: Admin. credential *** with 12 units of ECE/CD, <u>plus</u> 3 units supervised field experience in ECE/CD setting; <u>or</u> Option 3: Teaching credential **** with 12 units of ECE/CD, <u>plus</u> 3 units supervised field experience in ECE/CD setting, <u>plus</u> 6 units administration; <u>or</u> Option 4: Master's Degree in ECE/CD or Child/Human Development	May supervise a child care and development program operated in a single site or multiple-sites; provide service in the care, development and instruction of children in a child care and development program; and serve as coordinator of curriculum and staff development.	105 hours of professional growth*****	

VOTE: All unit requirements listed above are semester units. All course work must be completed with a grade of C or better. Spanish & Chinese translations available.

8/04

One course in each of four general education categories, which are degree applicable. English/Language Arts; Math or Science; Social Sciences; Humanities and/or Fine Arts.

^{*}Core courses include child/human growth & development; child/family/community or child and family relations; and programs/curriculum. You must have a minimum of three semester units or four quarter units in the core areas of child/human prowth & development and child/family/community.

^{**}Holders of the Administrative Services Credential may serve as a Site Supervisor or Program Director.

^{***}A valid Multiple Subject or a Single Subject in Home Economics.

^{****}Professional growth hours must be completed under the guidance of a Professional Growth Advisor. Call (209) 572-6085 for assistance in locating an advisor.

Appendix B Child Development Training Consortium 2004-2005 Required Reports and Time Lines

Report/Documentation	Due Date	
Instructional Agreement	As soon as possible	
Professional Growth Advisor Project Training/Networking Documentation Transmittal Sheet	Within two weeks following the training/networking sessions	
2004-2005 Final Program Budget due with signed Instructional Agreement	October 22, 2004	
Participant Profiles and Transmittal Summary and Detail Sheets	Summer '04 Term: Fall '04 Term: Winter/Spring '05 Term:	September 10, 2004 October 22, 2004 March 18, 2005
Student Evaluation Composite	Summer '04 Term: Fall '04 Term: Winter/Spring '05 Term:	September 10, 2004 February 11, 2005 July 31, 2005
Student Eligibility and Payment Policies	December 3, 2004	
Coordinator Invoice	Summer / Fall '04 Term: Winter/Spring '05 Term:	February 11, 2005 July 31, 2005
Child Development Instructional Staff Profile Composite	March 18, 2005	
Course Offering Matrix of Non-Traditional Child Development and CDTC Funded Courses	March 18, 2005	
2005-2006 Designation of Campus Coordinator and Agreement Specifications	June 30, 2005	
Year-End Report Narrative	July 15, 2005	
Final Expenditure Report	July 31, 2005	

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5 Date: November 19, 2004

Subject: Agreement between Riverside Community College District and

Organizational Consulting Services

<u>Background</u>: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Organizational Consulting Services (Eileen Warren, Speaker) to provide a two-day workshop, "Focused Approach to Standards and Testing (FAST)", on January 27 and 28, 2005, from 8:00 a.m. to 4:00 p.m. at Riverside City Campus and at College of the Desert, Palm Desert, California. The workshop is intended for Tech Prep K-12 teachers, college faculty and administrators. The fee for this agreement shall not exceed \$4,000.

The two-day workshop provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Manager. Funding source: VTEA Title II/Tech Prep Grant.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Organizational Consulting Services (Eileen Warren, Speaker) and authorize the Vice President, Administration and Finance to sign the agreement for a two-day workshop, "Focused Approach to Standards and Testing (FAST)", to be held on January 27 and 28, 2005, at Riverside City Campus and College of the Desert. The fee for this agreement shall not exceed \$4,000.

Salvatore G. Rotella President

Prepared by: Ron Vito

Dean, Occupational Education

Back-up V-A-5 November 16, 2004 Page 1 of 1

AGREEMENT BETWEEN ORGANIZATIONAL CONSULTING SERVICES (Eileen Warren) AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into by and between Riverside Community College District (District) and Organizational Consulting Services (Eileen Warren) (Speaker) on November 17, 2004.

The parties hereto mutually agree as follows:

- 1. The Speaker agrees to provide the following services:
 - a. Present two workshops on "Focused Approach to Standards and Testing (FAST)" on Thursday, January 27, 2005 and Friday, January 28, 2005 from 8:00 a.m. to 4:00 p.m.
- 2. The service outlined in Paragraph 1 will be provided at Riverside Community College, 4800 Magnolia Avenue, Riverside, CA and College of the Desert, 43-500 Monterey Avenue, Palm Desert, CA. The District shall provide the Speaker with adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1.
- 3. The service rendered by the Speaker is subject to review and supervision by the President and other designated representatives of the District.
- 4. The term of this agreement shall begin on January 27, 2005 and end on January 28, 2005.
- 5. Payment in consideration of this agreement shall not exceed \$4,000, including Speaker fee and travel expenses.
- 6. Speaker shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors, or omissions of the Speaker.
- 7. Speaker shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status, or sex.

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

Eileen Warren, Speaker
Organizational Consulting Services
EIN #33-0789878
James L. Buysse
Vice President of Administration & Finance
Riverside Community College

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

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

Subject: Educational Services Agreement with Nelson Nameplate Company

<u>Background</u>: Presented for the Board's review and consideration is an Educational Services Agreement with Nelson Nameplate Company to provide an on-site workshop entitled "Effective Performance Appraisals". As part of the agreement, The District will be paid \$300 for delivering a two-hour workshop for Nelson Nameplate Company on October 26, 2004. Funding source: No cost to the District.

This agreement has been reviewed by Robert Bramucci, Dean, Open Campus & Economic Development; Sylvia Thomas, Associate Vice President, Instruction; and Ed Godwin, Risk Management.

<u>Recommended Action</u>: It is recommended that the Board of Trustees ratify the agreement with Nelson Nameplate Company and authorize the Vice President Administration and Finance to sign the agreement in which the District will provide a workshop October 26, 2004 for Nelson Nameplate Company and be paid \$300 for this service.

Salvatore G. Rotella President

Prepared by: Henry Rogers, Director

Center for Applied Competitive Technologies

RIVERSIDE COMMUNITY COLLEGE DISTRICT CENTER FOR APPLIED COMPETITIVE TECHNOLOGIES EDUCATIONAL SERVICES AGREEMENT

This agreement is entered into this <u>29</u>th day of <u>September 2004</u>, between Riverside Community College District, hereinafter referred to as "**District**," and <u>Nelson Nameplate Company</u> 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/B.
- 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) which are made a part of this Agreement herein by this reference. All attached Schedule(s) must be individually initialed and dated by both parties to this Agreement.
- 7. The term of this Agreement shall be October 26, 2004.
- 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.

 $\begin{array}{c} Backup\ V\text{-A-6} \\ November\ 16,\ 2004 \\ Page\ 2\ of\ 3 \end{array}$ IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written above.

DISTRICT	CONTRACTOR
By:	By:
Signature	Signature
Title	Title

RIVERSIDE COMMUNITY COLLEGE DISTRICT CENTER FOR APPLIED COMPETITIVE TECHNOLOGIES EDUCATIONAL SERVICES AGREEMENT

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 $\underline{29}^{th}$ day of September 2004, between the Riverside Community College District and Nelson Nameplate Company, 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: Workshop for employees entitled: "Effective Performance Appraisal".		
Number of hours: Two (2) hours		
Schedule: To be provided on October 26, 2004		
Location: Nelson Nameplate Company		
Fee: \$300.00		
100% payable upon completion of workshop		
District initials Date	Contractor initials	Date
Bill to:	Send payment to:	
Nelson Nameplate Company 2800 Casitas Ave. Los Angeles, CA 90039-2942 Attn: Mr. Tomas Cassutt	Accounts Receivable Riverside Community 4800 Magnolia Avent Riverside, CA 92506	-

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-a Date: November 16, 2004

Subject: Independent Living Program Contract between Riverside Community

College District and The Community College Foundation (TCCF)

<u>Background</u>: Attached for the Board's review and consideration is a contract for the Independent Living Program between Riverside Community College District and The Community College Foundation to provide educational training on life skills and college and career preparation to current and emancipated foster and probation youth ages 16-21. RCCD shall provide a minimum of 30 hours of life skills to include job readiness and maintenance, college and career preparation, and alternative secondary education options to current and emancipated foster and probation youth. RCCD will also provide education and training to adult care providers that will focus on transition preparation that promotes a youth's more successful transition to adulthood.

The term of this Contract is July 1, 2004 through June 30, 2005. The Independent Living Program Contract is provided jointly by The Community College Foundation and California Department of Social Service. Funding source: Funds in the amount of \$10,700.00 are provided by The Community College Foundation.

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees ratify this Contract between RCCD and TCCF for the purpose of providing life skills education and training to current and emancipated foster and probation youth for the period July 1, 2004 through June 30, 2005 for the contract amount of \$10,700.00. It is further recommended that the Vice President, Administration and Finance, be authorized to sign the Contract.

Salvatore G. Rotella President

Prepared by: Shelagh Camak, Dean, Workforce Preparation

Michael Wright, Grants and Contracts Manager

AGREEMENT OF

THE COMMUNITY COLLEGE FOUNDATION STATEWIDE INDEPENDENT LIVING PROGRAM

July 1, 2004 through June 30, 2005

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

College Name	Riverside Co	ommunity Colleg	ge	(Subcontractor)
Term of Agreement _	July 1, 2004	through June 30,	2005	
Maximum Amount	\$10,700.00		Agreement l	No.: 326-112
The parties agree to co Exhibits which are by t				owing Sections and
Section I – Scope of W Section II – Fiscal Res Section III – General P	ponsibilities	Exhibit A – Tra Exhibit B – Bud Exhibit C – Con Exhibit D – Exp	dget nfidentiality Ag	
IN WITNESS WHER written below. THE COMMUNITY FOUNDATION CON	COLLEGE	ties hereto have e	xecuted this Aş	greement the day and year f
Delia Johnson, Vice Pr	resident			SUBCONTRACTOR (Authorized Signature)
		_	James Buysse	, V.P. Admin & Finance (Printed Name and Title)
David Springett, Presic	lont		Riverside (Community College (College)
avid Springett, Fresic	iciit		4800 M	(agnolia Avenue
			4000 171	(Address)
			Riverside	, CA 92506-1293
				(City/Zip)
				(Telephone Number)
				(Date)

SECTION I—SCOPE OF WORK

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

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

ARTICLE 1 – RESPONSIBILITIES OF THE SUBCONTRACTOR

- 1) The Subcontractor shall offer Independent Living Program (ILP) educational training to current and emancipated ILP-eligible foster and probation youth, ages sixteen (16) to twenty-one (21) years of age, as well as foster parents, kinship care providers, group home staff, foster family agency staff, social workers, and other adults, with the majority of training for youth. All ILP youth and adult training will be designed to help foster youth successfully emancipate from the child welfare system.
- 2) The Subcontractor shall offer Independent Living educational training **free** of charge to all participants.
- 3) Work with, as appropriate, the local County Welfare Directors (CWD), adult caregivers, college ILP Advisory Board, California Youth Connection (CYC), Employment Development Department (EDD)/Workforce Information Act (WIA)/Workforce Investment Board (WIB) administration and other agencies that work with current and emancipated foster and probation youth, and community members to further the educational and employment training of foster, probation, and emancipated youth.
- 4) Complete a Training Plan for FY 2004-2005. The Training Plan (Exhibit A) will include TCCF's 10 Outcome Deliverables, curricula and other materials to be used, and a description of the Subcontractor's role in local WIA/certification/collaboration activities as it relates to job readiness and maintenance, education and career preparation for current and emancipated foster and probation youth between the ages of 16 through 21.
- 5) Provide a minimum of 30 hours per year of life skills to include job readiness and maintenance, college and career preparation, and alternative secondary education options to current and emancipated foster and probation youth ages 16 through 21. Training for adult care providers including foster parents, kinship caregivers, group home staff, foster family agencies, resource families, and other significant adults will focus on transition preparation that promotes a youth's more successful transition to adulthood. Adult training hours cannot exceed youth training hours.
- 6) Provide an array of competency/experiential/skill-based educational training materials, at no charge to the participants, which include Internet-based and technology curricula in addition to other cost-effective materials. Examples of specific curricula include: This Is My Life; Thinking it Through; Going Out and Living Successfully (GOALS); Providing Understanding, Support and Help for Youth (PUSH); Pass It On: Helping Staff to Share Knowledge and Skills with Youth; Pathways to Transition; Taking Charge; High School Financial Planning Program. Other areas of training should

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

14)	Prepare quarterly narrative reports, survey reports as requested and fiscal reports that reflect the actual funds expended by the college ILP.	

SECTION II—FISCAL RESPONSIBILITIES

- 1) The total amount payable under this Agreement shall not exceed the sum of \$10,700.00 for the period of July 1, 2004 through June 30, 2005. Subcontractor shall submit a budget using the attached "Budget" form, Exhibit B.
- 2) The Subcontractor may make changes in any individual line item in the budget, provided such changes in the aggregate as to any line item shall not exceed 10% of that budget category. Additional budget changes are allowable only with prior written approval of TCCF Statewide ILP Program Manager. The Foundation reserves the right to review service levels and billing procedures as these impact charges against this Agreement.
- 3) For work performed in accordance with this Agreement, Subcontractor shall submit quarterly fiscal reports using the "Expenditure Report" form (sample attached as Exhibit C) sent to you on a quarterly basis using the following schedule:

Fiscal Period:	Reports Due No Later Than:
July 1, 2004 through September 30, 2004	October 15, 2004
October 1, 2004 through December 31, 2004	January 15, 2005
January 1, 2005 through March 31, 2005	April 15, 2005
April 1, 2005 through June 30, 2005	July 15, 2005

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

SECTION III — GENERAL PROVISIONS

- 1) The contracting parties agree to be subject to the examination and audit of the Auditor General for a period of five (5) years after final payment under this Agreement.
- 2) The Subcontractor shall maintain necessary program records documenting services, and fiscal records showing expenditures made under the Agreement. Records shall be maintained for at least five (5) years from the end of the fiscal year during which this Agreement is terminated or until all state and federal audits are complete for the fiscal year during which this Agreement is terminated, whichever is later. The Subcontractor shall make these records available to the State or TCCF upon request
- 3) All reports shall become the property of TCCF.
- 4) The Subcontractor agrees to obtain a financial program compliance and internal control structure audit of its organization in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. The Subcontractor agrees to send a copy of the completed audit report to TCCF.
- 5) It being understood that the funding source herein is a federal appropriation, and it being further understood that the Subcontractor is responsible for administering the program as described herein, the Subcontractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by the appropriate state and/or federal audit agencies, directly related to the provisions of this Agreement
- 6) In the event of a dispute, the Subcontractor agrees to file a "Notice of Dispute" with TCCF within ten (10) days of the discovery of the problem. Within ten (10) days of the filing of the Notice, TCCF shall meet with the Subcontractor and Statewide Program Manager for purposes of resolving the dispute. The decision of TCCF shall be final.
- 7) The copyright to all materials produced, as a result of this Agreement shall belong to the State of California. The Subcontractor assigns all rights, title and interest including the copyright to any works created pursuant to this Agreement on all publications of such work. The State may license the Subcontractor to reproduce and disseminate copies of such work.
- 8) This Agreement supersedes and makes null and void any prior Agreements between the parties which conflict with the terms of this Agreement.
- 9) Intellectual Property.
 - a) TCCF and Subcontractor agree that all software, curricula, materials, data and information developed under and used in connection with this Agreement shall become the sole property of CDSS, provided that Subcontractor may retain possession of all working papers prepared by Subcontractor. During and subsequent to the term of this Agreement, TCCF shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
 - b) Any materials, data and information not developed under this Agreement, which Subcontractor considers to be proprietary and confidential, shall be plainly and prominently marked by Subcontractor as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
 - c) TCCF will use reasonable means to ensure that Subcontractor's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, TCCF will notify Subcontractor of any Public Records request for items described in Section 3.b. TCCF

- agrees not to reproduce or distribute such materials, data and information to non-TCCF entities without the prior written permission of Subcontractor.
- 10) The Subcontractor shall maintain the confidentiality of all records, including but not limited to billings in accordance with any applicable federal, state and local laws, regulations, ordinances and directives relating to confidentiality. Failure to do so will result in termination of this Agreement. Confidential information shall include, but not be limited to, any information in whatever form, which is allocated to the current or future business of TCCF or any of its contracts, which information is not generally and publicly known.
 - All employees and independent contractors of Subcontractor who have access to confidential records and data must sign and adhere to the attached "Employee Acknowledgement and Confidentiality Agreement", Exhibit D.
- 11) Subcontractor agrees to indemnify, defend and save harmless TCCF, its officers, directors, employees and volunteers from all claims and losses resulting from any and all professional services, consulting services and other obligations provided in connection with the performance of this Agreement.
- 12) This Agreement supersedes and makes null and void any prior Agreements between the parties that conflict with the terms of this Agreement.
- 13) All written notices, reports, and other written communications under this Agreement shall be addressed to:

Monica F. Kauppinen, Sr. Vice President Statewide Independent Living Program The Community College Foundation 1901 Royal Oaks Drive Sacramento, CA 95815 Phone: (916) 418-5100 – Fax (916) 418-5150

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-b Date: November 16, 2004

Subject: Consultant Agreement between Riverside Community College District

and Laura Gilpin

<u>Background</u>: Attached for the Board's review and consideration is a Consultant Agreement between Riverside Community College District and Laura Gilpin, to prepare and deliver a one-hour lecture and facilitate a group discussion on December 3, 2004. The lecture will be provided to fulfill the requirements of the H-1B Technical Skills Training Program. The lecture and group discussion will address the Planetree Healthcare Model and nursing leadership. Total expenses not to exceed \$1,000.00. Funding Source: H-1B Technical Skills Training Grant.

The Consultant identified in this contract does not make or participate in the making of decisions that may foreseeabley have a material effect on financial interests of the District. As such, she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve this Consultant Agreement between RCCD and Laura Gilpin for the preparation and delivery of a one-hour lecture and group discussion, to be presented on December 3, 2004. The total cost of the lecture is not to exceed \$1,000.00. It is further recommended that the Vice President, Administration and Finance, be authorized to sign the agreement.

Salvatore G. Rotella President

Prepared by: Shelagh Camak, Dean, Workforce Preparation

Michael Wright, Grants and Contracts Manager

SERVICE AGREEMENT BETWEEN

Laura Gilpin AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this $\underline{17}\underline{\text{h}}$ day of November 2004, between <u>Laura Gilpin</u>, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning <u>December 2, 2004</u>, and will continue in effect through <u>December 4, 2004</u>.

ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Consultant, The District will reimburse the Consultant's actual expenses for the cost of airfare. The District will provide lodging, required airport transportation, and meals. Total consultant's expenses not to exceed \$1,000.00.

ARTICLE IV. OBLIGATIONS OF CONSULTANT

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

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

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.O1 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 <u>Vendor Status</u>. The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the district. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.
- 7.03 <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

EXHIBIT A

Service Agreement with Riverside Community College

SCOPE OF WORK

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

Prepare and Conduct 4-hour Workshop

Consultant hereby agrees to provide a 1-hour address and facilitate a group discussion to H-1B eligible participants in the Riverside area on December 3, 2004 in connection with the final H-1B leadership workshop. The workshop will address issues for area hospitals and associated healthcare facilities, introducing the Planetree Health Care Delivery System and the overall caring spirit of nursing.

Deliverables

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

• Deliver a 1-hour talk and facilitate a group discussion regarding the Planetree Health Care Delivery System and the caring spirit of nursing.

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-c Date: November 16, 2004

Subject: Professional Services Agreement between Riverside Community College

District and VisCom Media Development

Background: Attached for the Board's review and consideration is a Professional Service Agreement between Riverside Community College District and VisCom Media Development to build and launch a new Workforce Preparation website to promote the programs and activities operated by Workforce Preparation, detail student support services, and identify community partners. VisCom Media Development, with the assistance of Workforce Preparation staff, will develop, create, engineer, and launch the website. VisCom Media Development will provide all graphic design development; insure that all information is user friendly and consistent, construction and hosting of the website, and final testing to insure that the website works properly from all browsers. This agreement for services will begin on November 17, 2004, and will be completed by March 31, 2005. The total cost of website construction and hosting will be \$5,000.00. Funding Source: VTEA Mini-project Grant.

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

Recommended Action: It is recommended that the Board of Trustees approve this Professional Services Agreement between RCCD and VisCom Media Development for the development, construction, and hosting of a new website for Workforce Preparation. Website development will begin November 17, 2004 through March 31, 2005 for the contract amount of \$5,000.00. It is further recommended that the Vice President, Administration and Finance, be authorized to sign the agreement.

Salvatore G. Rotella President

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

CONSULTANT AGREEMENT BETWEEN

VISCOM MEDIA DEVELOPMENT AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this <u>17th</u> <u>day of November 2004</u>, between <u>VisCom Media Development</u>, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning November 17, 2004, and will continue in effect until March 31, 2005.

ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Consultant, The District will pay the Consultant \$5,000.00 to design, engineer, and launch a new Workforce Preparation website. It is expected that the consultant will provide materials and facilitation of information, graphic design, art and information production, website hosting, and quality assurance. Total payments to the Consultant are not to exceed \$5,000.00.

ARTICLE IV. OBLIGATIONS OF CONSULTANT

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

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

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.O1 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Riverside Community College District	Consultant
James L. Buysse Vice President, Administration and Finance	Justin Pardee VisCom Media Development
 Date	Date

EXHIBIT A

Consultant Agreement with Riverside Community College

SCOPE OF WORK

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

Development of Workforce Preparation Website

Consultant hereby agrees to provide development, engineering, and launch of a new Workforce Preparation website. Workforce Preparation website creation activities will begin November 17, 2004. It is anticipated that website launch and quality assurance tests will be completed by March 31, 2005. The Consultant will provide materials necessary to guide the entire process; collect required information; provide all graphic design development; insure all information is user friendly and consistent; construction and hosting the website; and completing final tests to insure that the website works and is accessible from all browsers.

Deliverables

The following will be delivered to Workforce Preparation as a result of the provision of services described within this scope of work.

• Development and launch of a new Workforce Preparation website.

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-d Date: November 16, 2004

Subject: Consultant Agreement between Riverside Community College District

and Noreen Bowers

<u>Background</u>: Attached for the Board's review and consideration is a Consultant Agreement between Riverside Community College District and Noreen Bowers, to prepare and conduct a lecture, occurring on December 3, 2004. The lecture will be provided to fulfill the requirements of the H-1B Technical Skills Training Grant. The Consultant will deliver a lecture and facilitate a group discussion regarding nursing issues connected with the nursing shortage in the Inland Empire. Total expenses not to exceed \$100.00. Funding Source: H-1B Technical Skills Training Grant.

The Consultant identified in this contract does not make or participate in the making of decisions that may foreseeabley have a material effect on financial interests of the District. As such, she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

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

Recommended Action: It is recommended that the Board of Trustees approve this Consultant Agreement between RCCD and Noreen Bowers, for the preparation and delivery of a lecture, occurring on December 3, 2004. The total cost of the lecture is not to exceed \$100.00. It is further recommended that the Vice President, Administration and Finance, be authorized to sign the agreement.

Salvatore G. Rotella President

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

CONSULTANT AGREEMENT BETWEEN

Noreen Bowers AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this <u>17th</u> day of November 2004, between <u>Noreen Bowers</u>, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities occurring on <u>December 3</u>, 2004.

ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Consultant, The District will pay the Consultant a speaker's fee. The total consultant's fees not to exceed \$100.00.

ARTICLE IV. OBLIGATIONS OF CONSULTANT

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

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

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.O1 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 <u>Vendor Status</u>. The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the district. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.
- 7.03 <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

EXHIBIT A

Consultant Agreement with Riverside Community College

SCOPE OF WORK

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

Prepare and Conduct a Lecture

Consultant hereby agrees to provide an address and facilitate a group discussion to H-1B eligible participants in the Riverside area on December 3, 2004 in connection with the final H-1B leadership workshop. The workshop will address nursing issues for area hospitals and associated healthcare providers.

Deliverables

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

• Deliver a lecture and facilitate a group discussion regarding nursing issues connected with the nursing shortage in the Inland Empire.

Report No.: V-A-7-e Date: November 16, 2004

Subject: Consultant Agreement between Riverside Community College District and Vivian

Branchik

<u>Background</u>: Attached for the Board's review and consideration is a Consultant Agreement between Riverside Community College District and Vivian Branchik, to prepare and conduct a lecture, occurring on December 3, 2004. The lecture will be provided to fulfill the requirements of the H-1B Technical Skills Training Grant. The Consultant will deliver a lecture and facilitate a group discussion regarding nursing issues connected with the nursing shortage in the Inland Empire. Total expenses not to exceed \$100.00. Funding Source: H-1B Technical Skills Training Grant.

The Consultant identified in this contract does not make or participate in the making of decisions that may foreseeabley have a material effect on financial interests of the District. As such, she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

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

Recommended Action: It is recommended that the Board of Trustees approve this Consultant Agreement between RCCD and Vivian Branchik, for the preparation and delivery of a lecture, occurring on December 3, 2004. The total cost of the lecture is not to exceed \$100.00. It is further recommended that the Vice President, Administration and Finance, be authorized to sign the agreement.

Salvatore G. Rotella President

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

CONSULTANT AGREEMENT BETWEEN

Vivian Branchik AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this <u>17th</u> day of November 2004, between <u>Vivian</u> <u>Branchik</u>, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities occurring on <u>December 3</u>, 2004.

ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Consultant, The District will pay the Consultant a speaker's fee. The total consultant's fees not to exceed \$100.00.

ARTICLE IV. OBLIGATIONS OF CONSULTANT

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

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

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.O1 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 <u>Vendor Status</u>. The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the district. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.
- 7.03 <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

EXHIBIT A

Consultant Agreement with Riverside Community College

SCOPE OF WORK

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

Prepare and Conduct a Lecture

Consultant hereby agrees to provide an address and facilitate a group discussion to H-1B eligible participants in the Riverside area on December 3, 2004 in connection with the final H-1B leadership workshop. The workshop will address nursing issues for area hospitals and associated healthcare providers.

Deliverables

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

• Deliver a lecture and facilitate a group discussion regarding nursing issues connected with the nursing shortage in the Inland Empire.

Report No.: V-A-7-f Date: November 16, 2004

Subject: Consultant Agreement between Riverside Community College District

and Kathryn Johnson

<u>Background</u>: Attached for the Board's review and consideration is a Consultant Agreement between Riverside Community College District and Kathryn Johnson, to prepare and conduct a lecture, occurring on December 3, 2004. The lecture will be provided to fulfill the requirements of the H-1B Technical Skills Training Grant. The Consultant will deliver a lecture and facilitate a group discussion regarding nursing issues connected with the nursing shortage in the Inland Empire. Total expenses not to exceed \$100.00. Funding Source: H-1B Technical Skills Training Grant.

The Consultant identified in this contract does not make or participate in the making of decisions that may foreseeabley have a material effect on financial interests of the District. As such, she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

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

Recommended Action: It is recommended that the Board of Trustees approve this Consultant Agreement between RCCD and Kathryn Johnson, for the preparation and delivery of a lecture, occurring on December 3, 2004. The total cost of the lecture is not to exceed \$100.00. It is further recommended that the Vice President, Administration and Finance, be authorized to sign the agreement.

Salvatore G. Rotella President

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

CONSULTANT AGREEMENT BETWEEN

Kathryn Johnson AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this <u>17th</u> day of November 2004, between <u>Kathryn</u> <u>Johnson</u>, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities occurring on <u>December 3</u>, 2004.

ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Consultant, The District will pay the Consultant a speaker's fee. The total consultant's fees not to exceed \$100.00.

ARTICLE IV. OBLIGATIONS OF CONSULTANT

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

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

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.O1 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 <u>Vendor Status</u>. The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the district. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.
- 7.03 <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

EXHIBIT A

Consultant Agreement with Riverside Community College

SCOPE OF WORK

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

Prepare and Conduct a Lecture

Consultant hereby agrees to provide an address and facilitate a group discussion to H-1B eligible participants in the Riverside area on December 3, 2004 in connection with the final H-1B leadership workshop. The workshop will address nursing issues for area hospitals and associated healthcare providers.

Deliverables

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

• Deliver a lecture and facilitate a group discussion regarding nursing issues connected with the nursing shortage in the Inland Empire.

Report No.: V-A-7-g Date: November 16, 2004

Subject: Consultant Agreement between Riverside Community College District and Belva

Snyder

<u>Background</u>: Attached for the Board's review and consideration is a Consultant Agreement between Riverside Community College District and Belva Snyder, to prepare and conduct a lecture, occurring on December 3, 2004. The lecture will be provided to fulfill the requirements of the H-1B Technical Skills Training Grant. The Consultant will deliver a lecture and facilitate a group discussion regarding nursing issues connected with the nursing shortage in the Inland Empire. Total expenses not to exceed \$100.00. Funding Source: H-1B Technical Skills Training Grant.

The Consultant identified in this contract does not make or participate in the making of decisions that may foreseeabley have a material effect on financial interests of the District. As such, she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

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

Recommended Action: It is recommended that the Board of Trustees approve this Consultant Agreement between RCCD and Belva Snyder, for the preparation and delivery of a lecture, occurring on December 3, 2004. The total cost of the lecture is not to exceed \$100.00. It is further recommended that the Vice President, Administration and Finance, be authorized to sign the agreement.

Salvatore G. Rotella President

Prepared by: Shelagh Camak, Dean, Workforce Preparation

Michael Wright, Grants and Contracts Manager

CONSULTANT AGREEMENT BETWEEN

Belva Snyder AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this <u>17th day of November 2004</u>, between <u>Belva Snyder</u>, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities occurring on <u>December 3, 2004</u>.

ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Consultant, The District will pay the Consultant a speaker's fee. The total consultant's fees not to exceed \$100.00.

ARTICLE IV. OBLIGATIONS OF CONSULTANT

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

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

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.O1 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 <u>Vendor Status</u>. The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the district. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.
- 7.03 <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

EXHIBIT A

Consultant Agreement with Riverside Community College

SCOPE OF WORK

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

Prepare and Conduct a Lecture

Consultant hereby agrees to provide an address and facilitate a group discussion to H-1B eligible participants in the Riverside area on December 3, 2004 in connection with the final H-1B leadership workshop. The workshop will address nursing issues for area hospitals and associated healthcare providers.

Deliverables

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

• Deliver a lecture and facilitate a group discussion regarding nursing issues connected with the nursing shortage in the Inland Empire.

Report No.: V-A-7-h Date: November 16, 2004

Subject: Consultant Agreement between Riverside Community College District

and Cordelia Johns

<u>Background</u>: Attached for the Board's review and consideration is a Consultant Agreement between Riverside Community College District and Cordelia Johns, to prepare and conduct a lecture, occurring on December 3, 2004. The lecture will be provided to fulfill the requirements of the H-1B Technical Skills Training Grant. The Consultant will deliver a lecture and facilitate a group discussion regarding nursing issues connected with the nursing shortage in the Inland Empire. Total expenses not to exceed \$100.00. Funding Source: H-1B Technical Skills Training Grant.

The Consultant identified in this contract does not make or participate in the making of decisions that may foreseeabley have a material effect on financial interests of the District. As such, she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

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

Recommended Action: It is recommended that the Board of Trustees approve this Consultant Agreement between RCCD and Cordelia Johns, for the preparation and delivery of a lecture, occurring on December 3, 2004. The total cost of the lecture is not to exceed \$100.00. It is further recommended that the Vice President, Administration and Finance, be authorized to sign the agreement.

Salvatore G. Rotella President

Prepared by: Shelagh Camak, Dean, Workforce Preparation

Michael Wright, Grants and Contracts Manager

CONSULTANT AGREEMENT BETWEEN

Cordelia Johns AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this <u>17th</u> day of November 2004, between <u>Cordelia Johns</u>, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities occurring on <u>December 3</u>, 2004.

ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Consultant, The District will pay the Consultant a speaker's fee. The total consultant's fees not to exceed \$100.00.

ARTICLE IV. OBLIGATIONS OF CONSULTANT

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

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

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.O1 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 <u>Vendor Status</u>. The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the district. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.
- 7.03 <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

EXHIBIT A

Consultant Agreement with Riverside Community College

SCOPE OF WORK

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

Prepare and Conduct a Lecture

Consultant hereby agrees to provide an address and facilitate a group discussion to H-1B eligible participants in the Riverside area on December 3, 2004 in connection with the final H-1B leadership workshop. The workshop will address nursing issues for area hospitals and associated healthcare providers.

Deliverables

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

• Deliver a lecture and facilitate a group discussion regarding nursing issues connected with the nursing shortage in the Inland Empire.

Report No.: V-A-7-i Date: November 16, 2004

Subject: Consultant Agreement between Riverside Community College District

and Kathryn Eaves

<u>Background</u>: Attached for the Board's review and consideration is a Consultant Agreement between Riverside Community College District and Kathryn Eaves, to prepare and conduct a lecture, occurring on December 3, 2004. The lecture will be provided to fulfill the requirements of the H-1B Technical Skills Training Grant. The Consultant will deliver a lecture and facilitate a group discussion regarding nursing issues connected with the nursing shortage in the Inland Empire. Total expenses not to exceed \$100.00. Funding Source: H-1B Technical Skills Training Grant.

The Consultant identified in this contract does not make or participate in the making of decisions that may foreseeabley have a material effect on financial interests of the District. As such, she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

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

Recommended Action: It is recommended that the Board of Trustees approve this Consultant Agreement between RCCD and Kathryn Eaves, for the preparation and delivery of a lecture, occurring on December 3, 2004. The total cost of the lecture is not to exceed \$100.00. It is further recommended that the Vice President, Administration and Finance, be authorized to sign the agreement.

Salvatore G. Rotella President

Prepared by: Shelagh Camak, Dean, Workforce Preparation

Michael Wright, Grants and Contracts Manager

CONSULTANT AGREEMENT BETWEEN

Kathryn Eaves AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this $\underline{17^{\text{th}}}$ day of November 2004, between <u>Kathryn Eaves</u>, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities occurring on <u>December 3</u>, 2004.

ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Consultant, The District will pay the Consultant a speaker's fee. The total consultant's fees not to exceed \$100.00.

ARTICLE IV. OBLIGATIONS OF CONSULTANT

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

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

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.O1 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 <u>Vendor Status</u>. The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the district. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.
- 7.03 <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

EXHIBIT A

Consultant Agreement with Riverside Community College

SCOPE OF WORK

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

Prepare and Conduct a Lecture

Consultant hereby agrees to provide an address and facilitate a group discussion to H-1B eligible participants in the Riverside area on December 3, 2004 in connection with the final H-1B leadership workshop. The workshop will address nursing issues for area hospitals and associated healthcare providers.

Deliverables

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

• Deliver a lecture and facilitate a group discussion regarding nursing issues connected with the nursing shortage in the Inland Empire.

Report No.: V-A-7-j Date: November 16, 2004

Subject: Consultant Agreement between Riverside Community College District

and Naomi Rhode

<u>Background</u>: Attached for the Board's review and consideration is a Consultant Agreement between Riverside Community College District and Naomi Rhode, to prepare and deliver keynote lecture on December 3, 2004. The keynote address, entitled "Nursing Leadership with a Caring Spirit," will be provided to fulfill the requirements of the H-1B Technical Skills Training Program. The keynote address is designed to support area hospitals and associated healthcare facilities in developing the leadership skills of their employed nursing staff and to promote nurse retention in community healthcare facilities. Total expenses not to exceed \$6,000.00. Funding Source: H-1B Technical Skills Training Grant.

The Consultant identified in this contract does not make or participate in the making of decisions that may foreseeabley have a material effect on financial interests of the District. As such, she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve this Service Agreement between RCCD and Naomi Rhode for the preparation and delivery of a keynote address, to be presented on December 3, 2004. The total cost is not to exceed \$6,000.00. It is further recommended that the Vice President, Administration and Finance, be authorized to sign the agreement.

Salvatore G. Rotella President

<u>Prepared by</u>: Shelagh Camak, Dean, Workforce Preparation

Michael Wright, Grants and Contracts Manager

CONSULTANT AGREEMENT BETWEEN

Naomi Rhode AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this <u>17th</u> day of November <u>2004</u>, between <u>Naomi</u> <u>Rhode</u>, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities occurring on <u>December 3</u>, 2004.

ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Consultant, The District shall pay the Consultant \$6,000.00 to cover all fees and expenses. Total fees are not to exceed \$6,000.00.

ARTICLE IV. OBLIGATIONS OF CONSULTANT

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

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

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.O1 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

EXHIBIT A

Consultant Agreement with Riverside Community College

SCOPE OF WORK

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

Prepare and Deliver a Keynote Address

Consultant hereby agrees to provide a keynote address to H-1B eligible participants in the Riverside area on December 3, 2004. The subject of the keynote address will be "Nursing Leadership with a Caring Spirit." This address is designed to support area hospitals and healthcare facilities in developing the leadership skills of their employed nurses leading to improved nurse retention in our community healthcare facilities.

Deliverables

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

• Prepare and deliver keynote address on December 3, 2004 entitled "Nursing Leadership with a Caring Spirit."

Report No.: V-A-7-k Date: November 16, 2004

Subject: Consultant Agreement between Riverside Community College District

and Dr. Venner Farley

<u>Background</u>: Attached for the Board's review and consideration is a Consultant Agreement between Riverside Community College District and Dr. Venner Farley, to prepare and deliver keynote lecture on December 3, 2004. The keynote address, entitled "Nursing Leadership with a Caring Spirit," will be provided to fulfill the requirements of the H-1B Technical Skills Training Program. The keynote address is designed to support area hospitals and associated healthcare facilities in developing the leadership skills of their employed nursing staff and to promote nurse retention in community healthcare facilities. Total expenses not to exceed \$3,000.00. Funding Source: H-1B Technical Skills Training Grant.

The Consultant identified in this contract does not make or participate in the making of decisions that may foreseeabley have a material effect on financial interests of the District. As such, she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve this Service Agreement between RCCD and Dr.Venner Farley for the preparation and delivery of a keynote address, to be presented on December 3, 2004. The total cost is not to exceed \$3,000.00. It is further recommended that the Vice President, Administration and Finance, be authorized to sign the agreement.

Salvatore G. Rotella President

<u>Prepared by</u>: Shelagh Camak, Dean, Workforce Preparation

Michael Wright, Grants and Contracts Manager

CONSULTANT AGREEMENT BETWEEN

Dr. Venner Farley AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this <u>17th</u> <u>day of November 2004</u>, between <u>Dr. Venner Farley</u>, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities occurring on <u>December 3</u>, 2004.

ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Consultant, The District shall pay the Consultant \$3,000.00 to cover all fees and expenses. Total fees are not to exceed \$3,000.00.

ARTICLE IV. OBLIGATIONS OF CONSULTANT

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

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

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.O1 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Riverside Community College District	Consultant
James L. Buysse Vice President, Administration and Finance	Dr. Venner Farley
Date	Date

EXHIBIT A

Consultant Agreement with Riverside Community College

SCOPE OF WORK

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

Prepare and Deliver a Keynote Address

Consultant hereby agrees to provide a keynote address to H-1B eligible participants in the Riverside area on December 3, 2004. The subject of the keynote address will be "Nursing Leadership with a Caring Spirit." This address is designed to support area hospitals and healthcare facilities in developing the leadership skills of their employed nurses leading to improved nurse retention in our community healthcare facilities.

Deliverables

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

• Prepare and deliver keynote address on December 3, 2004 entitled "Nursing Leadership with a Caring Spirit."

Report No.: V-A-8 Date: November 16, 2004

Subject: Agreement to provide Los Angeles Valley College Licensing and Set-up of

4faculty.org

<u>Background</u>: 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, 2004 – June 30, 2005, inclusive. The terms of this agreement include payment of \$2,200 by Los Angeles Valley College to Riverside Community College District or this service. Los Angeles Valley College did not inform of us of their need to form an agreement until early October, past the date for the October Board of Trustees meeting.

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees ratify this agreement to provide Los Angeles Valley College Licensing and Set-up of 4faculty.org during the period July 1, 2004 – June 30, 2005 and authorize the Vice President, Administration and Finance to sign the agreement.

Salvatore G. Rotella President

Prepared by: Kristina Kauffman

Dean of Faculty Affairs

Mark Knight

4Faculty Project Manager

Backup: V-A-8 November 16, 2004 Page 1 of 2

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LOS ANGELES COMMUNITY COLLEGE DISTRICT 770 Wilshire Boulevard

Los Angeles, CA 90017

Bill To: Los Angeles Valley College **Business Office** 5800 Fulton Avenue Valley Glen, CA 91401 T) 818-947-2318

Vendor Address

RIVERSIDE COMMUNITY COLLEGE 4800 MAGNOLIA AVE RIVERSIDE CA 92506-1299

Ship To: Los Angeles Valley College 5701 Ethel Avenue Valley Glen, CA 91401 (818)-947-2996

Short Term Agreement

In	101	m	at	10	n	

Contract Number 4500042668 **Contract Amount** 2200.00 **Contract Date** 09/17/2004 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 07/01/2004 End date 06/30/2005

Contract # must be referenced on all correspondence.

Funds Center 10592-V6012

Commitment Item 563200

Page 1 of 2

Description / scope of work LICENSING AND SET-UP OF 4FACULTY.ORG ONLINE PROFESSIONAL DEVELOPMENT WEBSITE WITH 22 LEARNING MODULES DESIGNED SPECIFICALLY FOR THE NEEDS OF COMMUNITY COLLEGE FACULTY, FOR THE VOCATIONAL EDUCATION DEPARTMENT DURING THE PERIOD JULY 1, 2004 TO JUNE 30, 2005, INCLUSIVE.

(Continued on the next page, if applicable)

The above work will not exceed \$ 2200.00. 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:		
		4.44.4
Contractor's Signature	Date Signed	
Print Name		
Title of Position in Company		

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 1735.

RECOMMENDED BY:	Authorized College Representative	Date	
PRINT NAME:			
COLLEGE APPROVAL:			



Agreement No. 4500042668

Page 2 of 2

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 09/17/2004, the following General Contract Terms and Conditions shall apply and prevail:

1. INDEPENDENT CONTRACTOR. While engaged in carrying out and complying with the terms of this agreement, the Contractor is an independent contractor, and not an officer, employee, partner, joint venturer, or agent of the District.

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 and officer.

- 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 calim for error or omission within innety (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 completed in a thorough, workmanlike manner. All goods shall be new, merchantable, fit for their intended purposes, free from all defecteds in materials and workmanship, 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 inspection. Goods and services which remains a standard specifications, and the subject of the District inspection. Goods and services which remains a standard specifications will be rejected and, in the case of goods, prompty 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 services is the district of the desist of the District shall not include the properties of the contractor to comply with any term or condition herein, it being specification your services as the prices are being the prices and the test shows that the sample does of the purchased goods or services. If the Contractor fails or neglects to furnish or deliver any of the goods or services at the prices named and at the purchased goods or services and the services of the purchase is canceled in whole or in part, purchase the goods or services and any or all items affected by such default, and may, whether or not the purchase is canceled in whole or in part, purchase the goods or services and provided in Section 13.

 5. TERMINATION OF AGR

- Section 12900 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 employment opportunity employer.

 13. COMPLIANCE WITH LAW/PERMITS AND LICENSES. The Contractor and all of 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 in force such licenses and permits as are required by law, in connection with furnishing of goods or services hereunder.

 14. ATTORNEYS' FEES AND COSTS. If either party shall bring any action or proceeding against the other 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
- therefrom.

 16. NON-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 part, term, or provision of this agreement is found to be invalid, illegal, 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 FOR NON-APPROPRIATION 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, this agreement shall automatically terminate and the District shall be relieved of any further obligation.

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

Subject: Blank Agreements for rental of Theatrical Furnishings and Equipment and Set

Rental

<u>Background</u>: Attached for the Board's review and consideration is a proposed Agreement for the lease of Theatrical Furnishings and Equipment and a Set Rental Agreement between Riverside Community College District/Performance Riverside and "potential" Lessee(s). The Lease or Set Rental Agreement states all provisions and fees for the sole use of items requested by potential Lessee(s). The amount(s) of lease or agreement income shall be calculated by Riverside Community College District/Performance Riverside depending upon the value of the furnishings, equipment or sets. Income to be deposited into fund 1090, budget 11 APR 1090 0 70990000.

Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Director, Administrative Services have reviewed these Lease and Set Rental agreements.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the Lease and Set Rental Agreement between Riverside Community College District/Performance Riverside and potential Lessee(s) and authorize the Vice President of Administration and Finance, to sign the agreements.

Salvatore G. Rotella President

<u>Prepared by:</u> Carolyn L. Quin, Interim Dean, Riverside School for the Arts

Supervisor, Performance Riverside

LEASE OF THEATRICAL FURNISHINGS & EQUIPMENT

Riverside Community College District Performance Riverside 4800 Magnolia Avenue Riverside, CA 92506 Attn: ______
Company Name _____
Address _____
City, State, Zip _____
Phone#____

LEASE OF THEATRICAL FURNISHINGS AND EQUIPMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT, herein called RCCD, on behalf of its Riverside Civic Light Opera Program, leases to

- 1. **<u>Description.</u>** The Property leased hereby is set forth in Exhibit "A", attached hereto and by this reference made a part of this lease.
- 2. <u>Use</u>. The Property leased hereby shall be used exclusively for the purpose of staging a production entitled "<u>Show Title</u>" to be presented at

Renter's Venue [1] Address [2] City, State, Zip [3]

3. <u>Term.</u> The term of this lease shall start _____ or the date of shipment to Lessee as set forth in Paragraph 4 below, whichever occurs first, and shall terminate

2004/01/01.

4. **Shipment.** Lessee, at its expense shall cause the Property to be shipped by truck no less than (truck size) in size, on or about 2001-01-01 to the following location:

Same as Above

Lessee at its expense shall cause the Property to be returned to RCCD not later than the termination date as set forth in Paragraph 3 above.

- 5. **Rent.** Lessee shall pay the sum of \$0.00 as the total rent for the Property leased hereby, payable, as follows:
 - (a) Refundable Damage Deposit in the amount of \$0.00 (returned 45 days after FINAL set rental is returned, separate check please).
 - (b) \$0.00 due upon execution of this lease by the parties hereto.
 - (c) The balance prior to shipment of the Property to Lessee.

6. <u>Care, Custody and Safekeeping</u>. During the term of this lease, including without limitation, the shipments to and from and the use contemplated hereunder, Lessee shall be solely responsible for the care, custody and

safekeeping of the Property leased hereby, and in the event of any damages or loss to the Property of whatever kind or nature (ordinary wear and tear excepted), Lessee shall reimburse RCCD on the basis of the replacement value, as set forth in Exhibit "A" upon a billing and accounting therefore by RCCD to Lessee.

- 7. <u>Termination</u>. RCCD shall have the right to terminate this lease forthwith in the event Lessee fails to perform any of its duties or obligations hereunder.
- 8. <u>Non-Assignability.</u> Lessee cannot assign any of its rights, duties or obligations hereunder to any person or entity without the written consent of RCCD being first obtained. This includes the ability to subcontract all or a portion of its rights, duties and obligations hereunder. RCCD reserves the absolute discretion to grant such consent.
- 9. **Insurance.** Lessee shall during the period of use contemplated hereunder:
 - (a) Procure and maintain comprehensive general liability insurance coverage that shall protect Lessee from claims for damages for personal injury, including without limitation, accidental and wrongful death, as well as from claims for property damage, which may arise from Lessee's use of the Property or the performance of the obligations hereunder, whether such use or performance by Lessee, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall provide for a combined single limit of not less than \$0.00 per occurrence.
 - (b) Cause its insurance carrier to furnish RCCD by direct mail with a Certificate of Insurance prior to the commencement date of this lease showing that such insurance is in full force and effect, and the RCCD is named as an additional insured with respect to this lease and the obligations of Lessee hereunder.

10. Hold Harmless.

Lessee shall indemnify and hold RCCD, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Lessee, its officers, agents, employees, subcontractors and independent contractor, for property damage, bodily injury, or death (Lessee's s included) or any other element of damage of any kind or nature,

(a) employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from its use and responsibilities in connection therewith of the Property, and Lessee shall defend, at its expense, including without limitation,

attorney fees (attorney to be selected by RCCD), RCCD, its officers, agents, employees and independent contractors, in any legal action based upon such alleged acts or omission. 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.

- (b) The specified insurance limits required in Paragraph 9 above shall in no way limit or circumscribe Lessee's obligations to indemnify and hold RCCD free and harmless herein.
- 11. <u>Waiver of Performance</u>. No waiver by RCCD at any time of any of the terms and conditions herein shall be deemed or construed as a waiver at any time thereafter of the same of any other terms and conditions contained herein or of the strict and timely performance of such terms and conditions.
- 12. <u>Venue</u>. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or right provided by this lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 13. Attorney's Fees. In the event of any litigation or arbitrations between RCCD and Lessee to enforce any of the provisions of this lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including without limitation, reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment or award rendered in such litigation or arbitration.
- 14. **Severability.** The invalidity of any provisions in this lease as determined by a court of competent jurisdiction should in no way affect the validity of any other provision hereof.
- 15. **Notices.** Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

Riverside Community College District

Dr. James L. Buysse-Vice President of Administration and Finance

4800 Magnolia Avenue

Riverside, CA 92506

Lessee:

Renter Name:

Renter Address:

16. <u>Paragraph Headings</u>. The paragraph headings herein are for the convenience of the parties hereto only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of language of this lease.

- 17. Agent for Service of Process. It is expressly understood and agreed that in the event Lessee is not a resident of the State of California or it is an association of partnership without a member or resident of the State of California or it is a foreign corporation, then in any event, Lessee shall file with RCCD, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business address, as its agent for the purpose of service of process in any court action arising out of or based upon this lease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Lessee. It is further expressly understood and agreed that Lessee is amenable to the process so service, submits to the jurisdiction of the court so obtained as waives any and all objections and protests thereto.
- 18. **Entire Lease.** This lease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith. This lease may be changed or modified only upon the written consent of the parties hereto.
- 19. **Payment.**

Check should be made payable to:

Performance Riverside 4800 Magnolia Avenue Riverside, CA 92506-1299

20. **Program Credit.** Lessee is responsible to include in all performance programs the following statement: *Original Scenic design by (designers name) for Performance Riverside.*

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dated:	By:
	James L. Buysse, Vice President
	Administration and Finance
(Name of Lessee):	
Dated:	By:
	Title:

Lease of Theatrical Furnishing and Equipment

Quantity	Description	Unit Rent	Extended Rent
		\$	\$

	Total	\$
	Discount	\$ 0.00 \$
	Rent Due	\$

Exhibit "A"

Replacement Value of Theatrical Furnishing and Equipment

Quantity	Description	Unit Price	Extended Price
		\$	\$0.00
		Total	\$0.00
		1 Utai	φυ.υυ

Exhibit "B"

Riverside Community College Performance Riverside

Set Rental Agreement

Date:	Rental ID:
Show:	
Date From:	Date To:
Quote:	Deposit:
Contact Name:	Title:
Contact Phone:	Ext Venue:
Email:	School/Organization:
Mailing Address:	Shipping Address:
FURNISH Description. The Property leased hereby is set for of this lease. Care, Custody and Safekeeping. During the term and the use contemplated hereunder, Lessee Property leased hereby, and in the event of any data.	:
Insurance. Lessee shall during the period of a a) Procure and maintain comprehensive claims for damages for personal injury, is from claims for property damage. Such \$0.00 per occurrence. b) b) Cause its insurance carrier to furnish a commencement date of this lease showing named as an additional insured with response.	general liability insurance coverage that shall protect Lessee from including without limitation, accidental and wrongful death, as well as insurance shall provide for a combined single limit of not less than RCCD by direct mail with a Certificate of Insurance prior to the ing that such insurance is in full force and effect, and the RCCD is seet to this lease and the obligations of Lessee hereunder.
James L. Buysse, Vice President Administra	tion and Finance
Signed: X Name:	Date:

Lease of Theatrical Furnishing and Equipment

Quantity	Description	Unit Rent	Extended Rent
		Total	\$
		Discount	\$ \$
		Rent Due	\$

Exhibit "A"

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-10 Date: November 16, 2004

<u>Subject</u>: Reclassification of Student Services District Administrators

<u>Background</u>: As we begin the transition to a three-college system it is critical to ensure that the RCCD Entity Planning Principles are followed. The major principle for Student Services deals with the commitment to retain the "One Student Contract." The first step in the reorganization of Student Services was completed on September 16, 2004. The second step is to recognize the following administrators for their District responsibilities and to modify their title and placement levels according to these responsibilities.

Incumbent	<u>From</u>	<u>To</u>
Paula McCroskey	Associate Dean Disabled	District Dean Disabled
	Student Programs & Services	Student Programs & Services
	Salary Range: 18.4	Salary Range: 19.0
Lorraine Anderson	Associate Dean Admissions &	District Dean Admissions & Records
	Records	
	Salary Range: 18.4	Salary Range: 19.0
Eugenia Vincent	Associate Dean Financial	District Dean Student Financial
	Student Services	Services
	Salary Range: 18.4	Salary Range: 19.0
Patricia Smith	Director Health Services	District Director Health Services
	Salary Range: 16.8	Salary Range: 17.0
Vacant	Associate Dean of Athletics &	District Dean of Athletics & Physical
	Physical Education	Education
	Salary Range: 18.9	Salary Range: 19.0
Robert Schmidt	Director Sports & Activities	District Director Sports Information
	& Information	Athletic Event Supervisor
	Salary Range: 12.4	Salary Range: 12.5

<u>Recommended Action</u>: Therefore, it is recommended the Board of Trustees approve the title changes and/or salary reclassification of the management positions listed above, effective January 1, 2005.

Salvatore G. Rotella President

Prepared by: Linda L. Lacy

Vice President, Student Services/Operations

RIVERSIDE COMMUNITY COLLEGE DISTRICT PRESIDENT'S REPORTS

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

Subject: The Recognition Committee's Recommendation to the Board of Trustees

<u>Background</u>: In accordance with Board Policy No. 7070, the Recognition Committee makes recommendations to the President and Board of Trustees regarding the naming of buildings and facilities.

<u>Recommended Action</u>: The Recognition Committee recommends that the Board of Trustees accept for first reading the revised policy and regulations for 7070, Naming of Facilities; rename Landis Auditorium: Landis Performing Arts Center; and name the department chair office in the Cosmetology Building in honor of Professor Emerita Irmy Tilton, Director, Cosmetology Division, 1970-1980.

Salvatore G. Rotella President

<u>Prepared by</u>: Jim Parsons

Associate Vice President,

Public Affairs and Institutional Advancement

RECOGNITION COMMITTEE CHARGE

The recognition committee is charged with the responsibility of considering requests which may come from various individuals or segments of the College or community at large, for College facilities to be named in honor of specific persons. After balanced and timely deliberation, then, the committee, if it deems a request to be appropriate, recommends to the President that the request be honored.

RECOGNITION COMMITTEE 2004-2005

ROSTER

Daria Burnett

Glenn Hunt

Marie Colucci, Co-Chair

Virginia MacDonald

Jim Morrison

Gina Grace (2004-2005 Student Trustee)

Jim Parsons, Chair

Jan Schall

Aan Tan

Mary Chavez

Pat George



MEMORANDUM

RIVERSIDE COMMUNITY COLLEGE

Norco • Moreno Valley • Riverside

TO: Salvatore G. Rotella DATE: October 28, 2004

FROM: Marie Colucci and Jim Parsons

SUBJECT: Recommendation from Facilities Naming Committee

The Facilities Naming Committee is please to make the following recommendations:

- 1) Accept for first reading, followed by approval, the attached revised policy and regulations for 7070, Naming of Facilities;
- 2) Rename Landis Auditorium: Landis Performing Arts Center; and
- 3) Name Department Chair Office in the Cosmetology Building in honor of Professor Emerita Irmy Tilton, Director, Cosmetology Division, 1970-1980.

The above recommendations meet the regulations of Board Policy 7070.

hw

Backup V-B-1 November 16, 2004 Page 4 of 10

RIVERSIDE COMMUNITY COLLEGE DISTRICT MINUTES OF THE FACILITIES NAMING COMMITTEE OF OCTOBER 7, 2004

Mr. Jim Parsons, Administrative Co-Chair, convened the meeting at 2:10 p.m., in the Telemeeting Conference Room 409, Digital Library/Learning Resource Center, Riverside City Campus.

CALL TO ORDER

DRAFT

Present

Absent

Dr. Daria Burnett

Gina Grace, Student Trustee

Dr. Marie Colucci

Ms. Mary Chavez

Ms. Pat George

Mr. Glenn Hunt

Ms. Virginia MacDonald

Mr. Jim Morrison

Mr. Jim Parsons

Ms, Jan Schall

Mr. Aan Tan

Mr. Parsons announced that Dr. Marie Colucci will be the Faculty Co-Chair for the Committee, replacing Mr. P. J. Jimenez, who retired June 2004.

Professor Emeritus Dick Stover and Dr. Carolyn Quin, Interim Dean, Riverside School for the Arts, presented a recommendation to rename Landis Auditorium the Landis Performing Arts Center. The Committee approved the recommendation to be brought to the President and Board of Trustees for consideration in November 2004. M/S/C Schall/Chavez

The March 25, 2004 minutes were received and approved. M/S/C Burnett/Parsons

The Committee was informed that the policy and regulations would be presented to the Planning and Development Board Committee and then the full Board for first reading in November 2004.

The Committee approved a request to name the department chair office in the Cosmetology Building in honor of Professor Emerita Irmy Tilton, Director, Cosmetology Division, 1970-1980, and voted to forward the recommendation to the President and

ANNOUNCEMENT OF FACULTY CO-CHAIR

PRESENTATION ON THE RENAMING OF LANDIS AUDITORIUM

RECEIPT OF MINUTES OF MARCH 25, 2004

STATUS OF NAMING OF FACILITIES POLICY AND REGULATIONS REVISION

REVIEW AND DISCUSS
CURRENT RECOMMENDATIONS

Backup V-B-1 November 16, 2004 Page 5 of 10

Board of Trustees in November 2004. M/S/C Morrison/Burnett

The committee adjourned the meeting at 3:05 p.m.

ADJOURNMENT

Notes prepared by Jim Parsons, Associate Vice President, Public Affairs and Institutional Advancement

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NAMING OF FACILITIES

Buildings and facilities shall generally be named in a manner descriptive of their basic functions. Only in very unusual circumstances shall an individual's name be used. However, in case of a unique, extraordinary, or significant personal contribution of someone closely associated with the **District** College, it will be proper for an individual's name to be bestowed upon a building or other facility.

Decisions to name buildings or facilities after an individual shall be made under circumstances free from emotion and transitory pressures. Therefore, at least a year shall elapse between the first written request to the President/Chancellor of the District College and the time when further action shall be taken on that proposal by the Board of Trustees.

In addition to facilities, plaques, memorials, superior campus events, such as athletics, fine arts, lectures, and other activities may be eligible under this policy.

Submitted to Board for First Reading	10-18-83
Approved by Board	11-1-83

Adopted: May 19, 1981 Amended: November 1, 1983

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 7070, Naming of Facilities

- I. The Board of Trustees of Riverside Community College District retains authority for naming all buildings and facilities within the District. The Board delegates to the President/Chancellor of the District the process of evaluating and making the recommendation for naming buildings and facilities. To aid the President/Chancellor in this process, an established committee, the Facilities Recognition Committee, will gather the requests, other required data, and make a recommendation to the President/Chancellor for any suggested namings. The Facilities Recognition Committee shall have District representatives from the following campus groups: faculty, administration, staff and students.
- II. Each proposal for naming a District facility shall be considered on its own merits. No commitment for naming shall be made prior to Board of Trustees approval of the proposed name.

III. General Guidelines

- A. Individual or group requests are to be submitted in writing to the office of the Executive Assistant to the President Public Affairs and Institutional Advancement Office. All materials should include evidence of for a broad base of support for the naming of the classroom, buildings or events. A biography of the individual should be submitted when appropriate. A "PRESENTATION OF A CANDIDATE FOR RECOGNITION" Form must be completed as required by the Facilities Recognition Committee.
- **B.** Individuals or groups making application should be prepared to make a presentation to the President's ad hoc Facilities Recognition Committee with supporting materials and additional information. The committee will keep the requesting individual informed on the application's progress.
- C. The Facilities Recognition Committee will review the information and, if applicable, forward the written information with the recommendation application will be forwarded to the President of the College's Office of the District President/Chancellor. When the President receives an application, an ad hoc committee will be formed, constituted of representatives from the following campus groups: faculty, management, staff and students

- **D.** When possible, a building name should include the function of that facility in its title.
- **E.** In addition, plaques, memorials or any form of recognition to be affixed to any building, structure or facility of the Riverside Community College District are **shall be** subject to the **aforementioned** procedure for approval as described above.
- IV. A name for a District facility must meet one or more of the following criteria:
 - A. It must designate the function of a facility.
 - B. It must reflect natural or geographic features.
 - C. It must reflect a traditional theme of a college or university.
 - D. It must honor an individual:
 - 1. When no gift is involved:
 - a. It must honor a person who has achieved unique distinction in higher education or other areas of public service.
 - b. It must honor a person who has served the Riverside Community College District in an academic capacity and has earned a reputation as a scholar.
 - c. It must honor a person who has served the Riverside Community College District and made extraordinary contributions to the District.
 - d. When a proposal for naming in honor of an individual involves service in an academic or administrative capacity, a proposal shall not be made until the individual has been retired or deceased at least one year.

2. When a gift is involved:

a. The District Board will take into consideration the significance and amount of the proposed gift as either or both relate to the realization or completion of a facility or to the enhancement of the facility's usefulness to the District. For an amount to be considered significant, it shall either fund the total cost of the

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facility to be named, or provide funding for that portion of the total cost which would not have been available from any other source (such as federal or state loans or appropriations, student fees, bond issues, etc.)

November 1, 1983

RIVERSIDE COMMUNITY COLLEGE DISTRICT

	PRESENTATION OF A CANDIDATE FOR RECOGNITION
mus foll	the individual you nominated for recognition, is now under sideration by the Facilities Naming Committee. All forms and supporting documents at be submitted within one year of initial nomination of candidate. Please provide the owing requested information and return to the Public Affairs and Institutional vancement Office.
1.	A brief biographical sketch (not more than three [3] pages), including the candidate's association with RCCD (position, years of service, etc.). Please include names and addresses of family and/or close friends.
2.	Special contributions to RCCD (not more than three (3) pages). The specific nature of achievements (e.g., special talents, books written, curricular innovations, etc.) should be identified and significance of these should be indicated.
3.	Special contributions to their community, and the specific nature of the contribution or achievement (e.g., participation in civic organization(s), athletic and charitable events, extra-curricular school-related activities) should be identified, and the significance of these should be indicated.
4.	Indication of special endearing characteristics that made the candidate dear or unforgettable to those that knew him/her.
5.	Supportive documents welcome, i.e., newspaper clippings, honors, awards, etc.
6.	If a gift is involved, please discuss the significance and amount of the proposed gift as either or both relate to the realization or completion of a facility or program.
7.	Check the honor for which you wish the candidate to be considered:
	□ Building named in honor of candidate. If possible, specify the current name of the building.
	□ Campus facility or feature (e.g., room, patio) named in honor of candidate. If possible, specify the room or feature.
	□ Event (e.g., basketball tournament, lecture series). If possible, specify the event.

Other (specify) ______Adopted November 1, 2001/Revised March 25, 2004

RIVERSIDE COMMUNITY COLLEGE DISTRICT PLANNING AND DEVELOPMENT

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

Subject: Track and Field Project/Parking Structure – Phase I

<u>Background</u>: Facilities and Planning is ready to begin the removal of excess dirt at the corner of Terracina and Magnolia. This effort will allow the Track and Field project to proceed while concurrently creating the pad and retaining wall for the Parking Structure. Staff is thus seeking approval of the Track and Field project budget of \$4,760,000 and the Parking Structure - Phase I budget of \$1,481,912. Additionally, we are requesting that Measure C general obligation bond funds be used for these purposes.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve budgets and the use of Measure C funds for the Track and Field and Parking Structure – Phase I projects in the amounts of \$4,760,000 and \$1,481,912, respectively.

Salvatore G. Rotella President

Prepared by: Aan Tan

Associate Vice President Facilities and Planning

RIVERSIDE COMMUNITY COLLEGE DISTRICT PLANNING AND DEVELOPMENT

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

Subject: Riverside School for the Arts Design Selection

<u>Background:</u> Gould Evans Associates, LC, have been working with agreed upon principles for designing the first building for Riverside School for the Arts. With those principles in mind, Gould Evans designed two exterior design options for the Board of Trustees to consider. At the Planning and Development Committee meeting on October 18, 2004, the committee selected the exterior "folded" design, "option two," which was not as linear as "option one." Gould Evans Associates will present "option two" to the Board of Trustees on November 16, 2004, for their consideration.

<u>Recommended Action:</u> It is recommended that the Board of Trustees (1) authorize the "folded" exterior design concept direction and (2) initiation of design development of the entire project for the first building for the Riverside School for the Arts.

Salvatore G. Rotella President

Prepared by: Dr. Carolyn L. Quin

Interim Dean, Riverside School for the Arts

Report No: V-D-1 Date: November 16, 2004

<u>Subject:</u> Contracting Service – Labor Compliance and Fiscal Tracking

<u>Background</u>: On January 29, 2004, Board Resolution No. 24-03/04 (copy attached) was adopted to meet the State's Labor Compliance State Program requirement, a non-funded State mandate. Pursuant thereto, staff is requesting that an agreement between the Riverside Community College District and Keith Francis & Co., Inc. be approved to handle the labor compliance program for the Norco and Moreno Valley Early Childhood Education Centers and the Martin Luther King High-Tech Center. A copy of the proposed agreement is attached for the Board's review and information. The cost of this agreement will be \$40,000, and the funding will be derived from Resource 4110 (Child Development Center) and Resource 4100 (State Construction and Scheduled Maintenance) in the amounts of \$20,000 and \$20,000 respectively.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the attached agreement with Keith Francis & Co., Inc. for the Norco and Moreno Valley Early Childhood Educational Centers and Martin Luther King High-Tech Center projects and authorize the Vice President, Administration and Finance, to sign the agreement.

Salvatore G. Rotella President

Prepared by: Aan Tan

Associate Vice President Facilities and Planning

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 24-03/04

PROP 47 and AB 1506 (WESSON) RESOLUTION FOR THE ADOPTION OF A LABOR COMPLIANCE PROGRAM

WHEREAS, Upon voter approval of Proposition 47, Assembly Bill 1506 (AB1506) (Wesson), requires Community College Districts choosing to use funds from Proposition 47 to initiate, develop and enforce a labor compliance program. Labor Code section 1771.7, reads (a) An awarding body that chooses to use funds derived from either the Kindergarten-University Public Education Facilities Bond Act of 2002 or the Kindergarten-University Public Education Facilities Bond Act of 2004 for a public works project, shall initiate and enforce, or contract with a third party to initiate and enforce, a labor compliance program, as described in subdivision (b) of Section 1771.5, with respect to that public works project. The bill would provide that the labor compliance law applies to a public works project that commences, as provided, on or after April 1, 2003.

WHEREAS, on November 5th, 2003 Proposition 47, the Kindergarten-University Public Education Facilities Bond Act of 2002, was approved by California voters; and

NOW THEREFORE, IN CONSIDERATION OF SUCH FACTS, THE Governing Board hereby finds that:

- 1. It is necessary to adopt a Labor Compliance Program (LCP); and
- 2. The LCP shall be submitted and approved by the Department of Industrial Relations; and
- The LCP shall be developed and implemented by in-house staff, or contracted to a 3rd party consultant, or a combination of both for all projects receiving funding from Proposition 47, or 55; and
- This District will utilize the approved 3rd party LCP through WCS/Ca., Inc. and sponsored by the Foundation for California Community Colleges; and
- 5. This District will report annually to DIR and the Governing Board on the LCP, as required.

Passed and adopted on 1/29/04, at a regular meeting of the Governing Board by the following vote:

Ayes: 5
Noes: -0Absent: -0-

I certify that the foregoing Resolution was duly introduced, passed and adopted as stated.

President Governing Board

AGREEMENT BETWEEN KEITH FRANCIS & CO., INC. AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

This agreement is made and entered into on the 1st day of July, 2004, by and between KEITH FRANCIS & CO., Inc., hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

- 1. KEITH FRANCIS & CO., INC. will provide labor compliance and fiscal tracking for the following projects:
 - A. The Norco and Early Childhood Education Center
 - B. Moreno Valley Early Childhood Education Center
 - C. The Martin Luther King High-Tech Center.
- 2. The services outlined in Paragraph 1 will be provided at RIVERSIDE COMMUNITY COLLEGE and/or the corporate offices of KEITH FRANCIS & CO., INC. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1.
- 3. The services rendered by the Consultant are subject to review and supervision by the District's Associate Vice President, Facilities and Planning.
- 4. The term of this agreement shall be from July 1, 2004 to June 30, 2005.
- Payment in consideration of this agreement shall not exceed \$40,000.00. Payments will be made as authorized by the Associate Vice President, Facilities and Planning and delivered by U.S. Mail.
- 6. KEITH FRANCIS & CO., Inc. 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 omission 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.

KEITH FRANCIS & CO., INC.	RIVERSIDE COMMUNITY COLLEGE DISTRICT
Keith Francis	James L. Buysse
Consultant	Vice President, Administration & Finance

Report No. V-D-2 Date: November 16, 2004

Subject: Award of Bid –Rough Grading, Retaining Walls, and the PE Complex

Riverside Campus

<u>Background:</u> On October 29, 2004, bids were received from 3 vendors in response to the Invitation to bid for Rough Grading, Retaining Walls and PE Complex. The results are as follows:

	Total	Rough	Retaining	PE	Deduc	t Deduct	Deduct	Deduct
Company	Bid	Grading	Walls	Complex	1	2	3	4
ASR Construction	4,383,000	670,000	693,000	3,020,000	28,000	104,000	55,000	47,000
Perera Construction	4,957,000	744,000	742,000	3,471,000	28,615	57,986	30,792	41,665
Barnhart, Inc.	5,048,372	1,100,000	950,000	2,998,372	28,615	67,986	30,792	41,665

Following review, District staff recommends awarding the total bid amount with no Deducts. References for the low bidder, ASR Construction, were checked and found to be satisfactory. Measure C general obligation bond funding for these projects has been budgeted in Fund 41, Resource 4160.

Recommended Action: It is recommended that the Board of Trustees award the bid for the Rough Grading, Retaining Walls and PE Complex to ASR Construction in the amount of \$4,383,000 and authorize the Vice President, Administration and Finance, to sign the agreement.

Salvatore G. Rotella President

Prepared by: Doretta Sowell

Purchasing Manager

Report No. V-D-3 Date: November 16, 2004

Subject: Purchase Using California Multiple Award Schedules, Foundation for California

Community Colleges via County of Alameda Award, and General Services

Administration Federal Supply Service Schedules

<u>Background:</u> The California Multiple Award Schedules (CMAS) and General Services Administration (GSA) of the Federal Government maintain lists of contracts for goods and services awarded to vendors and approved for use by California governmental entities that are empowered to expend public funds for the acquisition of goods and services. Additionally, the County of Alameda had awarded a bid for furniture to Krueger International a division of ASI. The District may use all three contracts to purchase furniture, audio visual equipment and Cisco/NIC equipment for the MLK High-Tech Center in accordance with Public Contract Code Section 20652.

Recommended Action: It is recommended that the Board of Trustees approve using the County of Alameda award for the purchase of furniture, in the amount of \$587,565.82, the General Services Administration Schedules for audio visual equipment, in the amount of \$164,162.81, and the California Multiple Award Schedule for Cisco/NIC equipment, in the amount of \$120,000 for the MLK High-Tech Center.

Salvatore G. Rotella President

Prepared by: Doretta Sowell

Purchasing Manager

Report No: V-D-4 Date: November 16, 2004

Subject: Proposed Revisions to Board Policies 7045 (Fees for Preparation of Personal

Information) and 7046 (District Fee for Clerical and Material Costs Involved in

the Duplication of Material) and Related Regulations – First Reading

<u>Background</u>: Attached (Attachment A) for the Boards' review and information are copies of Board Policies 7045 and 7046 and the regulations associated therewith. We have been advised by legal counsel that due to the changes in statutory and case law, our regulations must be revised to reflect only the direct costs of duplication as related to Public Records Act requests. Additionally, and in keeping with the proposed revisions, staff also recommends that Board Policy 7046 be retitled from "District Fee for Clerical and Material Costs Involved in the Duplication of Material" to "District Fees for Duplication of Materials for Non-Personal Information." All proposed revisions here have (please see Attachment B) been reviewed by District legal counsel.

<u>Recommended Action</u>: It is recommended that the Board of Trustees accept revisions to Board Policies 7045 and 7046 and related regulations for first reading.

Salvatore G. Rotella President

Prepared by: James L. Buysse

Vice President

Administration and Finance

ATTACHMENT A

RIVERSIDE COMMUNITY COLLEGE DISTRICT FEES FOR PREPARATION OF PERSONAL INFORMATION

The Riverside Community College District shall release personal information pertaining to employees of the District only when release for such information is authorized by law.

Appropriate fees for preparation and/or delivery of such information shall be assessed in accordance with accompanying regulations.

Submitted to Board for First Reading	10-18-83	
Approved by Board	11-1-83	

Government Code Sections: 68093 and 68097

Adopted: May 7, 1975

Amended: November 1, 1983

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 7045, Fees for Preparation of Personal Information

I. Information Requested by Subpoena

- A. If subpoena duces tecum is served on the District requiring the personal appearance in court by an employee delivering information, the District will charge \$40.00 per day and current I.R.S. approved rate.
- B. If the subpoena can be answered by mail rather than personal appearance, the District will charge for preparation of information at the rate of \$20.00 per hour and \$.10 per page for all copies of information.

II. Information Requested Other Than by Subpoena

A. Employee Consent

When information is requested other than by subpoena, such information will be released only upon written consent of the employee involved.

B. Fees

- 1. The fees for preparation of information will be at the rate of \$20.00 per hour and \$.10 per page for each copy prepared.
- 2. Exempt from this fee are school districts, city, county, state and federal agencies.

Policy 7046

RIVERSIDE COMMUNITY COLLEGE DISTRICT

DISTRICT FEE FOR CLERICAL AND MATERIAL COSTS INVOLVED IN THE DUPLICATION OF MATERIAL

The Riverside Community College District shall charge fees for the duplication of materials requested by any person, association, agency or company.

Exceptions to this policy would be school and community college districts, city, county, state and federal agencies, and those designated by the President of the College or as otherwise provided by law. Detailed functions of this policy shall be as outlined in related regulations.

Submitted to Board	9-20-83	
Approved by Board	<u></u>	10-4-83
Approved by board		10-4-65

Adopted: December 19, 1978 Amended: October 4, 1983

Regulation 7046

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 7046, District Fee for Clerical and Material Costs Involved in the Duplication of Material

I. Time Allowance

Any request for material to be duplicated must be requested in a reasonable period of time and does not have the same priority as District material.

II. Fee Charge

The charge for preparation of material will be as follows:

\$.10 per page for copies of existing material, includes postage

\$40.00 per hour to compile requested material not in currently available copy format

\$50.00 per hour for audio visual material plus \$6.00 per video tape \$3.00 per audio tape

ATTACHMENT B

Regulation 7045

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 7045, Fees for Preparation of Personal Information

- I. Information Requested by Subpoena
 - A. If subpoena duces tecum is served on the District requiring the personal appearance in court by an employee delivering information, the District will charge \$40.00 \$60.00 per day and current I.R.S. approved rate for mileage.
 - B. If the subpoena can be answered by mail rather than person appearance, the District will charge for preparation of information at the rate of \$20.00 per hour and \$.10 per page for all copies of information.

 The District will charge twenty five cents (25¢) per page for all documents provided pursuant to a request under California Government Code Section 6253 (the "Public Records Act)."
- II. Information Requested Other Than by Subpoena
 - A. Employee Consent

When information is requested other than by subpoena, such information will be released only upon written consent of the employee involved.

B. Fees

- 1. The fees for preparation of information will be at the rate of \$20.00 per hour and \$.10 per page for each copy prepared.

 twenty five cents (25¢) per page for all documents provided pursuant to a request under California Government Code Section 6253 (the "Public Records Act)."
- 2. Exempt from this fee are school districts, city, county, state and federal agencies.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 7046, District Fees for Clerical and Material Costs Involved in the Duplication of Materials For Non-Personal Information

I. Time Allowance

Any request for material to be duplicated must be requested in a reasonable period of time and does not have the same priority as District material.

II. Fee Charge

The charge for preparation of material will be as follows:

\$.10 \$.25 per page for copies of existing material. , includes postage

\$40.00 per hour to compile requested material not in currently available copy format

\$50.00 per hour for audio visual material plus \$6.00 pr video tape \$3.00 per audio tape

Report No: V-D-5 Date: November 16, 2004

Subject: Exercise of Option to Purchase, Land Lease with Option to Purchase By and

Between the Redevelopment Agency of the City of Riverside and RCCD

<u>Background</u>: The Riverside Community College District (RCCD) Board of Trustees, at a January 31, 2002, Special Meeting, approved entering into a fifteen year lease agreement, including an option to purchase, with the City of Riverside's Redevelopment Agency. The leased property was located in downtown Riverside, and the lease was seen as RCCD's initial step in bringing to life the concept of the Riverside School of the Arts (RSA).

At this time, staff is proposing that the District exercise the option to purchase contained in the lease agreement. A copy of the pertinent paragraphs in the lease agreement is attached for the Board's review and information. Staff makes this proposal for two reasons:

- 1. To qualify for State capital outlay funds, the District must have ownership of the underlying property.
- 2. Since the interest rate in the lease is 7.5%, the College would realize substantial savings in interest charges.

Additionally, staff recommends that we utilize Measure C general obligation bond funds for this purpose.

<u>Recommended Action</u>: It is recommended that the Board of Trustees authorize the staff to proceed with exercising the option to purchase in the Land Lease with Option to Purchase by and between the Redevelopment Agency of the City of Riverside and RCCD and approve the use of Measure C general obligation bond funds for this purpose.

Salvatore G. Rotella President

Prepared by: James L. Buysse

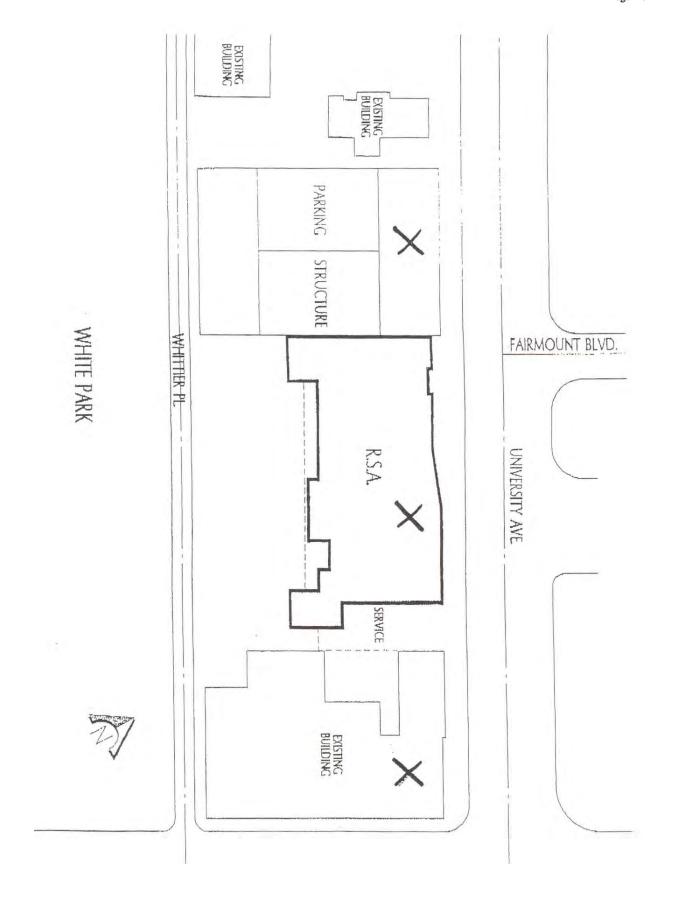
Vice President

Administration and Finance

- 2.4 Option to Purchase. Landlord hereby grants to Tenant the exclusive option to purchase the Premises ("Option"), at the price ("Option Price") and on the terms and conditions set forth below:
- 2.4.1 **Term of Option and Extension.** Tenant may exercise the Option, in the manner required by Section 2.4.2. [Exercise of Option] of this Lease, during the first five (5) years of the Lease Term ("Option Period"), provided Tenant is not in Default under the Lease. The Option Period shall be extended automatically for one subsequent five (5) year period, provided Tenant is not in Default under the Lease and provided the Option or the Lease has been cancelled or terminated as provided for under this Agreement. The Option shall expire and no longer have any force or effect in the event that Tenant fails to exercise the Option within the time provided, or if Tenant is in Default and the Option Period is not extended as provided herein.
- 2.4.2 Exercise of Option. Tenant shall exercise the Option, if at all, during the Option Period or extension thereof, by delivering to Landlord, ninety (90) days prior to the expiration of the Option Period or extension thereof, written notice, signed by Tenant, of Tenant's election to exercise the Option ("Notice of Exercise").
- 2.4.3 **Option Purchase Price.** During the Option Period or extension thereof, the Tenant may purchase the Premises for the Option Price. The Option Price is Two Million, Five Hundred and Three Thousand Dollars and No Cents (\$2,503,000.00) which the parties have determined to be the fair market value of the Premises. The Option Price shall be paid as follows:
- (a) <u>Credit</u>. Provided that Tenant remains in substantial compliance with the material provisions of the Lease and does not timely fail to cure any Default, Tenant shall receive, during the Option Period or extension thereof, a credit for the portion of Base Rent, timely paid (or prepaid) by Tenant as required under Section 3.1. [Base Rent]. Tenant shall receive no credit for partial payments (or prepayments) of Base Rent. The credit which Tenant is eligible to receive shall equal the portion of Base Rent attributable to principal as reflected on the Amortization Schedule attached hereto and incorporated herein by reference as Attachment "B." Tenant shall have no right to receive a credit against the Option Price for the interest portion of Base Rent. Provided Landlord has not utilized the Security Deposit made by Tenant to cure Tenant's Default, Tenant may elect to apply the full balance of the Security Deposit as a credit toward the Option Purchase Price at the Close of Escrow.

(b) Deposit. [Intentionally Deleted].

- (c) <u>Balance</u>. The balance of the Option Price after application of applicable credits and deposits, shall be paid by Tenant in cash on or before the Close of Escrow. Tenant will be responsible for any costs relating to any loan or financing obtained by Tenant. Tenant will not be entitled to assume or take subject to Landlord's existing loan.
- 2.4.4 **Escrow.** If Tenant timely exercises the Option, then the parties shall open an escrow to consummate sale of the Premises within ten (10) business days of Landlord's receipt of Tenant's Notice of Exercise. The escrow shall be opened with an escrow agent designated by Landlord and reasonably acceptable to Tenant. The parties shall execute such



Report No. V-D-6 Date: November 16, 2004

Subject: Award of Bid – Martin Luther King High-Tech Center Roof Replacement,

Riverside Campus

<u>Background:</u> On November 5, 2004, bids were received from 5 vendors in response to the Invitation to bid for the Martin Luther King Library Re-roof project. The results are as follows:

Company	Total Bid	Deduct 1	Deduct 2	Deduct 3	
Rey-Crest Roofing	\$298,000	3,275	2,000	4,000	
Best Inc.	\$357,301	100	100	9,000	
Letner Roofing	\$389,000	12,000	2,000	8,000	
SCR Company	\$314,000	0	6,000	13,000	
Cabral	\$244,862	0	10,781	13,263	

Following review, District staff recommends awarding the total bid amount with no Deducts. References for the low bidder, Cabral Roofing, were checked and found to be satisfactory. The project will be paid by Measure C funds.

<u>Recommended Action:</u> It is recommended that the Board of Trustees award the bid for the Martin Luther King Library Re-roof to Cabral Roofing, in the amount of \$244,862 and authorize the Vice President, Administration and Finance, to sign the agreement.

Salvatore G. Rotella President

Prepared by: Doretta Sowell

Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT FINANCE AND AUDIT

Report No. V-D-7 Date: November 16, 2004

Subject: 2003-2004 CCFS-311 – Annual Financial and Budget Report

<u>Background</u>: 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 2003-2004

Budget Financial Information – FY 2004-2005

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

<u>Information Only</u>: Attached for the Board's information is a copy of the 2003-2004 CCFS-311 – Annual Financial and Budget Report.

Salvatore G. Rotella President

Prepared by: Marilyn K. Mathieu

District Controller

California Community Colleges

ANNUAL FINANCIAL AND BUDGET REPORT

(Financial Report for Fiscal Year 2003-04) (Budget Report for Fiscal Year 2004-05)

District: Riverside Community College District	District Code: 960
This is to certify that the Annual Financial and Budget Report and the budget adopted in accordance with the <i>California Coo</i> beginning with Section 58300. Further, to the best of my kill contained in this report are correct.	de of Regulations,
District Chief Business Officer District Superintendent	$\frac{0 28 04}{\text{Date}}$
Contact: Aaron Brown Name Associate Vice-President, Finance Title	
(909) 222-8789 aaron.brown@rcc.edu Phone Number Extension 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 November 3, 2004. Please submit the report to:

Chancellor's Office California Community Colleges Fiscal Services Unit 1102 Q Street, Suite 300 Sacramento, CA 95814 - 6511

Phone Number

Governmental Funds Group

10 General Fund:

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2003-04

Budget Year: 2004-05

GENERAL FUND

For Actual Year: 2003-04 Budget Year: 2004-05	GENERAL FUND								
		State Use UNRESTRICTED SUBFUND		Fund: 12 RESTRICTE	D SUBFUND	Fund: <u>10</u> TOTAL			
Description	Only (EDP)	Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)		
REVENUES:									
Federal Revenues	8100	113,059	109,093	6,154,145	9,762,153	6,267,204	9,871,246		
State Revenues	8600	40,476,902	59,957,817	5,984,542	6,725,653	46,461,444	66,683,470		
Local Revenues	8800	53,104,629	43,593,644	3,136,294	4,264,731	56,240,923	47,858,375		
TOTAL REVENUES	801	93,694,590	103,660,554	15,274,981	20,752,537	108,969,571	124,413,091		
EXPENDITURES: Academic Salaries	1000	43,652,127	47,279,249	2,971,458	3,752,292	46,623,585	51,031,541		
Classified Salaries	2000	20,401,280	23,075,721	4,587,962	5,781,517	24,989,242	28,857,238		
Employee Benefits	3000	15,894,223	19,052,559	2,091,687	2,638,608	17,985,910	21,691,167		
Supplies and Materials	4000	1,295,954	1,978,561	1,009,193	1,222,376	2,305,147	3,200,937		
Other Operating Expenses and Services	5000	9,467,149	12,252,975	2,754,573	4,990,889	12,221,722	17,243,864		
Capital Outlay	6000	915,480	1,092,502	2,236,566	3,543,150	3,152,046	4,635,652		
TOTAL EXPENDITURES	501	91,626,213	104,731,567	15,651,439	21,928,832	107,277,652	126,660,399		
EXCESS / (DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	2,068,377	(1,071,013)	(376,458)	(1,176,295)	1,691,919	(2,247,308)		
OTHER FINANCING SOURCES	8900	1,328,522	3,150,835	1,582,322	1,812,949	2,910,844	4,963,784		
OTHER OUTGO	7000	1,702,874	3,326,606	561,248	482,346	2,264,122	3,808,952		
NET INCREASE/(DECREASE) IN FUND BALANCE	901	1,694,025	(1,246,784)	644,616	154,308	2,338,641	(1,092,476)		
BEGINNING FUND BALANCE:									
Net Beginning Balance, July 1	902	5,567,529	7,261,554	2,124,374	2,768,990	7,691,903	10,030,544		
Prior Years Adjustments	903								
Adjusted Beginning Balance	904	5,567,529		2,124,374		7,691,903			
ENDING FUND BALANCE, JUNE 30	905	7,261,554	6,014,770	2,768,990	2,923,298	10,030,544	8,938,068		

CCFS-311 (Rev. 6/2001, er) 10/26/04 2:17PM Riverside Community College District

960 District Code No.

Governmental Funds Group

30 Special Revenue Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2003-04

Budget Year: 2004-05

Special Revenue Funds

For Actual Year: 2003-04 Budget Year. 2004-05	Opecial Neverlue 1 unus								
	State Use	FUND: <u>32</u> CAFETER	FUND: 33 CHILD DEVELOR	PMENT FUND	FUND:				
Description	Only (EDP)	Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)		
REVENUES:						TOTAL CONTRACTOR OF THE PROPERTY OF THE PROPER			
Federal Revenues	8100			74,986	35,000				
State Revenues	8600			121,881	122,163				
Local Revenues	8800	1,328,533	1,351,058	551,513	658,763				
TOTAL REVENUES	801	1,328,533	1,351,058	748,380	815,926				
EXPENDITURES: Academic Salaries	1000			488,769	684,600				
Classified Salaries	2000	526,861	565,719	61,202	124,710				
Employee Benefits	3000	175,001	213,400	110,306	180,797	-			
Supplies and Materials	4000	733,915	756,831	24,202	55,396				
Other Operating Expenses and Services	5000	82,860	130,419	28,756	55,704				
Capital Outlay	6000	9,832	10.000	20,700					
TOTAL EXPENDITURES	501	1,528,469	1,676,369	713,235	1,101,207				
EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	(199,936)	(325,311)	35,145	(285,281)				
OTHER FINANCING SOURCES	8900	226,930	326,930		320,000				
OTHER OUTGO	7000								
NET INCREASE/(DECREASE) IN FUND BALANCE	901	26,994	1,619	35.145	34.719				
BEGINNING FUND BALANCE:									
Net Beginning Balance, July 1	902	225,540	252,534	(36,600)	(1,455)				
Prior Years Adjustments	903			,					
Adjusted Beginning Balance	904	225,540		(36,600)					
ENDING FUND BALANCE, JUNE 30	905	252,534	254,153	(1,455)	33,264				

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Riverside Community College District

District Code No.

Governmental Funds Group

40 Capital Projects Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2003-04

Budget Year: 2004-05

Capital Projects Funds

For Actual Year: 2003-04 Budget Year: 2004-05	Capital Flojects Fullus								
		FUND: 41 CAPITAL OUTLAY PROJECTS FUND		FUND:		FUND:			
Description	Only (EDP)	Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)		
REVENUES:									
Federal Revenues	8100								
State Revenues	8600	7,565,990	6,275,620						
Local Revenues	8800	1,105,510	378,525						
TOTAL REVENUES	801	8,671,500	6,654,145						
EXPENDITURES:									
Academic Salaries	1000								
Classified Salaries	2000								
Employee Benefits	3000								
Supplies and Materials	4000	6,697	70,000						
Other Operating Expenses and Services	5000	2,717	1,620,875						
Capital Outlay	6000	10.066.805	9,911,120						
TOTAL EXPENDITURES	501	10,076,219	11,601,995						
EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	(1,404,719)	(4,947,850)						
OTHER FINANCING SOURCES	8900	1,745,483	66,536,892						
OTHER OUTGO	7000	2.914.240	12.888.735						
NET INCREASE/(DECREASE) IN FUND BALANCE	901	(2.573.476)	48.700.307						
BEGINNING FUND BALANCE:									
Net Beginning Balance, July 1	902	12,526,184	9,952,708]		
Prior Years Adjustments	903								
Adjusted Beginning Balance	904	12,526,184							
ENDING FUND BALANCE, JUNE 30	905	9,952,708	58,653,015						

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Riverside Community College District

960 District Code No.

Proprietary Funds Group

60 Internal Service Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2003-04

Budget Year: 2004-05

INTERNAL SERVICE FUNDS

		FUND: 61 SELF-INSUR	ANCE FUND	FUND:		FUND:		
Description	Only (EDP)	Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)	
TOTAL INCOME	801	3,965,078	4,976,710					
EXPENDITURES:		THE PROPERTY OF THE PROPERTY O						
Academic Salaries	1000							
Classified Salaries	2000	145,665	152,153			_		
Employee Benefits	3000	70,068	61,471					
Supplies and Materials	4000	2,382	4,550					
Other Operating Expenses and Services	5000	4,107,720	5,081,853					
Capital Outlay	6000							
TOTAL EXPENDITURES	501	4,325,835	5,300,027					
NET INCOME / LOSS	201	(360,757)	(323,317)					
OTHER FINANCING SOURCES	8900		602,097					
OTHER OUTGO	7000		102,097					
NET INCREASE / (DECREASE) IN RETAINED EARNINGS	901	(360,757)	176,683					
BEGINNING FUND BALANCE:								
Net Beginning Balance, July 1	902	369,092	8,335					
Prior Years Adjustments	903							
Adjusted Beginning Balance	904	369,092						
ENDING FUND BALANCE, JUNE 30	905	8,335	185,018					

Fiduciary Funds Group

70 Fiduciary Funds Group

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2003-04

Budget Year: 2004-05

Fiduciary Funds Group

For Actual Tear. 2003-04 Budget Tear. 2004-05	. radous y . ando aroup							
		State ASSOCIATED STUDENTS Use TRUST FUND		FUND: <u>74</u> STUDENT FIN TRUST		FUND:		
Description	Only (EDP)	Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)	
REVENUES:								
Federal Revenues	8100			13,824,454	11,312,298			
State Revenues	8600			1,048,108	1,022,000			
Local Revenues	8800	580,748	558,406					
TOTAL REVENUES	801	580,748	558,406	14,872,562	12,334,298			
EXPENDITURES:								
Academic Salaries	1000							
Classified Salaries	2000			,	·			
Employee Benefits	3000					_		
Supplies and Materials	4000	285,861						
Other Operating Expenses and Services	5000	240,223	558,406					
Capital Outlay	6000							
TOTAL EXPENDITURES	501	526,084	558,406					
EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	54,664		14,872,562	12,334,298			
OTHER FINANCING SOURCES	8900		··· -					
OTHER OUTGO	7000	7.015		14.872.562	12.334.298			
NET INCREASE/(DECREASE) IN FUND BALANCE	901	47.649						
BEGINNING FUND BALANCE:								
Net Beginning Balance, July 1	902	826,448	874,097					
Prior Years Adjustments	903							
Adjusted Beginning Balance	904	826,448						
ENDING FUND BALANCE, JUNE 30	905	874,097	874,097					

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960 District Code No.

Gann Appropriation Limit

CALIFORNIA COMMUNITY COLLEGES Annual Financial and Budget Report

SUPPLEMENTAL DATA

Proposition 4: Gann Appropriation Limit

Proposition 4 (November 1979, Special Election) added Article XIIIB 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 XIIIB. 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: 2004-05

Description	State Use Only (EDP)	S11 Amount
Appropriations Limit.	11	\$118,761,580
Appropriations subject to limit.	12	\$82,159,009
Amount of State aid apportioinments and subventions included within the proceeds of taxes of the district.	13	\$39,989,619
Amounts excluded from the appropriations subject to limit, such as unreimbursed federal, State, or court mandates.	14	\$0

SUPPLEMENTAL DATA

For Actual Year: 2003-04

Description	State Use Only (EDP)	General Fund Total No. S10
A. NET ENDING BALANCE	905	10,030,544
Identify the following legally restricted or Board designated amounts within the net ending balance:		
B. Noncash Assets (items of noncash nature not readily available to meet fund expenditures)		
Investments (at cost)	611	
Student Loans Receivable	612	
Stores, Inventories, and Prepaid Items	613	80,834
Subtotal B	619	80,834
C. Amounts restricted by law (legal requirement) includes specific tax revenues, grants, and appropriations for special purposes.)		
Federal and State	621	
Local	622	2,768,990
Subtotal C	629	2,768,990
D. Subtotal. Reserved (B + C)	675	2,849,824
E. Amounts committed by contract/other legal obligations:		
Capital Outlay and Equipment Replacement	631	
Collective Bargaining Contracts, Personal Services, and/or Consulting Contracts	632	
Other	633	
Subtotal E	639	
F. Amounts for district's self-insurance program	649	
G. Amounts for court order payments	659	
H. Amounts designated by Board action for specific future purposes excluding amounts above:		
Capital Outlay and Equipment Replacement	661	
Personal Services and/or Consulting Contracts	662	
General Reserve	663	900,000
<u>Other</u>	664	
Subtotal H	669	900.000
I. TOTAL, DESIGNATED AMOUNTS (D through H)	679	3,749,824
J. UNCOMMITTED BALANCE (A less I)	690	6,280,722

SUPPLEMENTAL DATA

For Actual Year: 2003-04	S11 (GENERAL FUND - UNRES	STRICTED SUBFUND
	State Use	ECS 84362(a) Instructional Salary Costs	ECS 84362(b) Total
	Only	(AC 0100-5900 and AC 6110)	(AC 0100 - 6799)
Object Category	(EDP)	(1)	(2)
Academic Salaries (CA 1000):			
Instructional Salaries (CA 1100 and 1300)	407	34,999,453	34,999,453
Noninstructional Salaries (CA 1200 and 1400)	408		8,101,816
Subtotal Academic Salaries	409	34.999.453	43,101,269
Classified Salaries (CA 2000):			
Noninstructional Salaries (CA 2100 and 2300)	411		17,619,428
Instructional Aides (CA 2200 and 2400)	416	1,414,405	1 414 405
Subtotal Classified Salaries	419	1,414,405	19 033 833
Employee Benefits (CA 3000)	429	7,000,623	15,378,550
Supplies and Materials (CA 4000)	435		1,156,818
Other Operating Expenses and Services (CA 5000)	449		8,598,242
Equipment Replacement (CA 6400 Equipment, subsidiary "Replacement")	451		106,808
TOTAL (409 + 419 + 429) and (435 + 449 + 451)	459	43,414,481	87,375,520
Less Exclusions for Current Expense of Education	469		3,962,851
TOTALS for ECS 84362, 50 Percent Law (459 - 469))	470	43,414,481	83,412,669
Percentage of CEE (EDP 470, col. 1 divided by EDP 470, col. 2)	471	52.05%	100.00%
50 Percent of Current Expense of Education (50% of EDP 470, col. 2)	472		41,706,334
Nonexempted Deficiency from second preceding fiscal year	473]	
Amount Required to be Expended for Salaries of Classroom instructors (472 + 473)	474	1	41,706,334

SUPPLEMENTAL DATA

For Actual Year: 2003-04

	State Use	Fund S11 Unrestricted	Fund S12 Restricted	Fund S10 Total General Fund
Description	Only (EDP)	Actual	Actual	Actual
Federal Revenues (CA 8100):	(==: /			
Forest Reserve	8110			
Higher Education Act	8120			
Workforce Investment Act	8130			
Temporary Assistance for Needy Families (TANF)	8140		121,370	121,370
Student Financial Aid	8150	97,192		97,192
Veterans Education	8160	5,698		5,698
Vocational and Technical Education Act (VTEA)	8170	7,301	1,412,050	1,419,351
Other Federal Revenues	8190	2,868	4,620,725	4,623,593
TOTAL FEDERAL REVENUES	8100	113,059	6,154,145	6,267,204
State Revenues (CA 8600)			<u> </u>	0,207,201
General Apportionments (CA 8610)				
Apprenticeship Apportionment	121	72,999		72,999
State General Apportionment	122	30,333,522		30,333,522
Other General Apportionments	123	7.003.934		7,003,934
General Categorical Programs (CA 8620)				
Child Development	124			
Extended Opportunity Programs and Services (EOPS)	125		628,972	628,972
Disabled Students Programs and Services (DSPS)	126		1,192,880	1,192,880
Temporary Assistance for Needy Families (TANF)	127			
CA Work Oppor. & Responsibility to Kids (CalWORKs)	128		567,986	567,986
Telecomm. and Technology Infrastructure Program (TTIP)	129		55,113	55,113
Other General Categorical Programs	130		607,289	607,289
Reimburseable Categorical Programs (CA 8650)				
Instructional Improvement Grant	132			
Other Reimburseable Categorical Programs	133		2,521,231	2,521,231
			2,021,201	2,021,20
State Tax Subventions (CA 8670):	404	405.740		105.74
Homeowners' Property Tax Relief	134	425,716		425,716
Timber Yield Tax	135			
Other State Tax Subventions	136			
State Non-Tax Revenues (CA 8680):				
State Lottery Proceeds	137	2,631,309	411,071	3,042,380
State Mandated Costs	138			
Other State Non-Tax Revenues	139	1,508		1,508
Other State Revenues	8690	7,914	- Winds while which the same and the same an	7,914
TOTAL STATE REVENUES	8600	40,476,902	5,984,542	46,461,444

Detail of General Fund Revenues

CALIFORNIA COMMUNITY COLLEGES Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2003-04

	State	Fund S11	Fund S12	Fund S10 Total
	Use	Unrestricted	Restricted	General Fund
Description	Only (EDP)	Actual	Actual	Actual
Local Revenues (CA 8800):				
Property Taxes (CA8810):				
Tax Allocation, Secured Roll	8811	17,789,624		17,789,624
Tax Allocation, Supplemental Roll	8812	654,899		654,899
Tax Allocation, Unsecured Roll	8813	1,061,395		1,061,395
Prior Years Taxes	8816	1,594,305		1,594,305
Education Revenue Augmentation Fund (ERAF)	8817	20,350,055		20.350.055
Contributions, Gifts, Grants, and Endowments	8820	518,738	136,425	655,163
Contract Services (CA 8830):				
Contract Instructional Services	140	260,464		260,464
Other Contract Services	141			
Sales and Commissions	8840	1.580.218		1,580,218
Rentals and Leases	8850	85.382		85,382
Interest and Investment Income	8860	166,741	48,676	215,417
Student Fees and Charges				
Community Services Classes	8872	787,058		787,058
Dormitory	8873			
Enroilment	8874	6,084,828		6,084,828
Field Trips and use of Nondistrict Facilities	8875			
Health Services	8876		483,399	483,399
Instructional Materials Fees and Sales of Materials	8877			
Insurance	8878			
Student Records	8879	108,333		108,333
Nonresident Tuition	8880	1,530,359		1,530,359
Parking Services and Public Transportation	8881		1,424,478	1,424,478
Other Student Fees and Charges	8885	42,243		42,243
Other Local Revenues	8890	489,987	1,043,316	1,533,303
TOTAL LOCAL REVENUES	8800	53,104,629	3,136,294	56,240,923
TOTAL REVENUES (8100 + 8600 + 8800)	801	93,694,590	15,274,981	108,969,571
Other Financing Sources (CA 8900):				
Proceeds of General Fixed Assets	8910	7,677		7,677
Proceeds of General Long-Term Debt	8940			
Incoming Transfer	8980	1,320,845	1,582,322	2,903,167
TOTAL OTHER FINANCING SOURCES	8900	1,328,522	1,582,322	2,910,844
TOTAL REVENUES AND OTHER FINANCING SOURCES	899	95,023,112	16,857,303	111,880,415

Expenditures by Activity

S10 General Fund - Combined (Total Unrestricted and Restricted)

SUPPLEMENTAL DATA

For Actual Year: 2003-04

S10 GENERAL FUND - COMBINED

		310 GENERAL I GIO - COMBINED									
	State Use	SALARIES a	and BENEFITS	Operating Expenses	Conital Outloy	Other Outre	Tatal				
Activity Classification	Only	Instructional*	Noninstructional**	(4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total (1000 - 7000)				
Activity Classification	(EDP)	(1)	(2)	(3)	(4)	(5)	(6)				
Agriculture and Natural Resources	0100										
Architecture and Environmental Design	0200										
Biological Sciences	0400	1,007,232		7,607	34,778		1,049,617				
Business and Management	0500	1,352,403		3,370	55,265		1,411,038				
Communications	0600	6,390,498	2,190	55,331	143,031		6,591,050				
Computer and Information Science	·0700	1,183,479		27,240	220,608		1,431,327				
Education	0800	2,846,483	21,550	172,125	37,573		3,077,731				
Engineering and Related Industrial Tech.	0900	2,282,771		107,170	203,011		2,592,952				
Fine and Applied Arts	1000	3,024,466	3,250	111,319	87,681		3,226,716				
Foreign Language	1100	1,326,936			8,185		1,335,121				
Health	1200	4,263,087		214,280	232,678		4,710,045				
Consumer Education and Home Economics	1300	648,188	1,192	45,728	2,881		697,989				
Law	1400	75,817					75,817				
Humanities (Letters)	1500	3,832,416	4,384	10,172	9,243		3,856,215				
Library Science	1600										
Mathematics	1700	7,655,724		46,005	48,452		7,750,181				
Military Studies	1800										
Physical Sciences	1900	1,249,933		11,578	14,501		1,276,012				
Psychology	2000	554,512		1,314			555,826				
Public Affairs and Services	2100	1,428,249		844,652	72,728		2,345,629				
Social Sciences	2200	1,896,388		707	9,352		1,906,447				
Commercial Services	3000	1,020,782	6,474	8,487	1,824		1,037,567				
Interdisciplinary Studies	4900	2,027,044		5,480			2,032,524				
Instruct. Staff-Retir's Bnfts & Retire. Incents	5900	282,403					282,403				
Subtotal - Instructional Activities	599	44,348,811	39,040	1,672,565	1,181,791		47,242,207				

^{*} 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: 2003-04

S10 GENERAL FUND - COMBINED

	State			Operating			
Activity Classification	Use Only (EDP)	Instructional*	Noninstructional** (2)	Expenses (4000 - 5000) (3)	(6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
	1 (EUF)	('/	(2)	(0)	(7 /	(3)	(0)
Instruct. Admin. & Instruct. Governance (6000)	6010		9 770 140	1 600 640	000 700		10 001 407
Academic Administration	6010	***************************************	8,772,149	1,638,648	280,700		10,691,497
Course and Curriculum Development	6020		2,464,257	1,336,914	89,252		3,890,423
Academic/Faculty Senate	6030			201			201
Other Instruct. Admin. & Instruct. Governance	6090	<u> </u>					
Subtotal - Instructional Administration	6000		11,236,406	<u>2,975,763</u>	369,952		14,582,121
Instructional Support Services (6100)]					
Learning Center	6110	18.18 · · ·	351,411	2,111			353,522
Library	6120		2,068,680	218,489	205,422		2,492,591
Media	6130		707,094	118,272	56,917		882,283
Museums and Galleries	6140						
Academic Information Systems and Tech.	6150						
Other Instructional Support Services	6190						
Subtotal - Instructional Support Services	6100		3.127.185	338.872	262,339		3.728.396
Admissions and Records	6200		2,106,068	408,102	19,436		2,533,606
Student Counseling and Guidance (6300)							
Counseling and Guidance	6310		2,434,718	50,041			2,484,759
Matriculation and Student Assessment	6320		580,748	30,560	11,404		622,712
Transfer Programs	6330		61,849	7,101	10,697		79,647
Career Guidance	6340						
Other Student Counseling and Guidance	6390		66,914	4,649	10,655		82,218
Subtotal - Student Counseling and Guidance	6300		3,144,229	92,351	32,756		3,269,336

^{*} 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: 2003-04

S10 GENERAL FUND - COMBINED

	State	SALARIES a	and BENEFITS	Operating			
	Use			Expenses	Capital Outlay	Other Outgo	Total
	Only	Instructional*	Noninstructional**	(4000 - 5000)	(6000)	(7000)	(1000 - 7000)
Activity Classification	(EDP)	(1)	(2)	(3)	(4)	(5)	(6)
Other Student Services (6400)							
Disabled Students Program & Services (DSPS)	6420	1	1,413,488	137,136	75,744		1,626,368
Extended Opportunity Prgms. & Services (EOPS)	6430		581,813	56,167	8,057	242,949	888,986
Health Services	6440		373,463	91,108	972		465,543
Student Personnel Administration	6450		1,760,364	270,133	69,751		2,100,248
Financial Aid Administration	6460		1,439,161	71,622	196,882		1,707,665
Job Placement Services	6470		71,227	744			71,971
Veterans Services	6480						
Miscellaneous Student Services	6490						
Subtotal - Other Student Services	6400		5,639,516	626,910	351,406	242,949	6,860,781
Operation and Maintenance of Plant (6500)							
Building Maintenance and Repairs	6510		1,629,968	440,786	164,536		2,235,290
Custodial Services	6530		1,989,094	189,021			2,178,115
Grounds Maintenance and Repairs	6550		1,230,651	114,011			1,344,662
Utilities	6570			1,824,501			1,824,501
Other Operation and Maintenance of Plant	6590	:					
Subtotal - Operation and Maintenance of Plant	6500		4,849,713	2,568,319	164,536		7,582,568
Planning, Policymaking, and Coordination	6600		2,112,388	859,439	17,672		2,989,499

 ^{*} 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: 2003-04

S10 GENERAL FUND - COMBINED

	State	SALARIES and BENEFITS		Operating			
	Use Only	Instructional*	Noninstructional**	Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total (1000 - 7000)
Activity Classification	(EDP)	(1)	(2)	(3)	(4)	(5)	(6)
General Institutional Support Services (6700)							
Community Relations	6710		873,375	139,116	4,071		1,016,562
Fiscal Operations	6720		1,344,108	743,007	31,542		2,118,657
Human Resources Management	6730		948,132	219,643	529		1,168,304
Noninstrl. Staff Retirees' Bnfts. & Retire. Incents.	6740						
Staff Development	6750			525			525
Staff Diversity	6760		4,286	23,337			27,623
Logistical Services	6770		2,41 <u>5,</u> 265	1,313,358	11,022		3,739,645
Management Information Systems	6780		2,883,772	1,008,616	24,480		3,916,868
Other General Institutional Support Services	6790		231,837				231,837
Subtotal - General Institutional Support Services	6700		8,700,775	3,447,602	71,644		12,220,021
Community Svcs. & Economic Develop. (6800)							
Community Recreation	6810		231,351	115,924	2,514		349,789
Community Service Classes	6820		332,906	76,360	2,185		411,451
Community Use Facilities	6830	· · · · · · · · · · · · · · · · · · ·	401,554	32,117			<u>4</u> 33,671
Economic Development	6840		292				292
Other Community Svcs. & Economic Development		l					
Subtotal - Community Services	6800		966,103	224,401	4,699		1,195,203

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: 2003-04

S10 GENERAL FUND - COMBINED

State	SALARIES a	nd BENEFITS	Operating	Conital Cuttou	Oth as Out as	T . 4 . 1
	Instructional*	Moninetructional**	•			Total (1000 - 7000)
,			,	, ,	, ,	(6)
(LDI)		(-/_		(' /	(0)	(0)
6910		36 131	23,863			59,994
						291,414
			100,100			231,414
		22.131				22,131
			243.009	44 042		1,338,351
						1,065,631
				7,320		1,000,001
_		2,295,515	433.539	48.467		2.777.521
						<u> </u>
7010	1,187	597,278	266,115	28,999		893,579
7090		421,823	490.070			911,893
7000	1,187	1,019,101	756.185	28,999		1,805,472
7100		12,700	21.988	598.349		633.037
		•				
7210			-		1,714,942	1,714,942
7220			100,833			100,833
7290				- 14		
7200			100.833		1,714,942	1.815.775
					226,930	226,930
					79,301	79,301
7300					306,231	306,231
391	44,349,998	45,248,739	14,526,869	3,152,046	2,264,122	109,541,774
	Use Only (EDP) 6910 6920 6930 6940 6950 6960 6970 7010 7090 7010 7210 7220 7290 7290 7310 7320 7330 7300	Use Only (EDP)	Use Only (EDP) Instructional* (1) Noninstructional** (2) 6910 36,131 6920 191,215 6930 22,131 6950 1,051,300 6960 994,738 6970 994,738 6970 22,295,515 7010 1,187 597,278 7090 421,823 7000 1,187 1,019,101 710 12,700 7210 12,700 7220 7290 7310 7320 7330 7300	SALARIES IU BENEFITS Expenses (4000 - 5000)	Salar Use Capital Outlay Capital	SALANIES SALANIES

^{*} 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

Receipt and Expenditures of Lottery Proceeds

L11 GENERAL FUND

For Actual Year: 2003-04

Budget Year: 2004-05

		1 Of Actual	1 ear. 2003-04	Dauget	1 ear. 2004-05
Description	State Use Only (EDP)	Instructional Activities (0100 - 5900) (1)	Instructional & Institutional Support Activities (6000 - 6700)	Others	Total (Col. 1 thru 3)
	000				
1. 06/30/03 Reported Ending Balance	902				
2. Adjustments	903				
3. Adjusted Beginning Balance (lines 1 + 2)	904				
Part I. Actual Fiscal Year Data					
4. State Lottery Proceeds:	1]		0.000.400
a) Cash Received	869A				2,398,406
b) Accrued	860A				643,974
Expenditures:	1004				
5. Salaries and Benefits (Objects 1000 - 3000)	100A				
6. Supplies and Materials (Object 4000)	1				
(a) Software	210A	1,740	6,293		8,033
(b) Books, Magazines, & Periodicals	220A	3,028	33,454	deadly and	36,482
(c) Instructional Supplies & Materials	230A	36,072	19,265		55,337
(e) Noninstructional Supplies & Materials	240A	14,325	113,005		127,330
7. Other. Oper. Exp. & Services (5000)	400A	387,613	2,093,445		2,481,058
8. Capital Outlay:	2004			:	
a) Library Books (Object 6300)	630A	50 440	004 707		004440
b) Equipment (Object 6400)	640A	52,413	281,727		334,140
9. Other	650A				
10. Total Expenditures (add lines 5 thru 9)	501A	495,191	2,547,189		3,042,380
11. 06/30/04 Balance (lines 3 + 4 - 10)	905A				
Part II. Budget Fiscal Year Data				;	_
12. State Lottery Proceeds (estimated)	869B				2,932,664
Expenditures:					
13. Salaries and Benefits (Objects 1000 - 3000)	100B				
14. Supplies & Materials (Object 4000)					
(a) Software	210B	1,677	6,066		7,743
(b) Books, Magazines, & Periodicals	220B	2,919	32,248		35,167
(c) Instructional Supplies & Materials	230B	34,771	18,570		53,341
(e) Noninstructional Supplies & Materials	240B	13,808	108,930		122,738
15. Other Oper. Exp. & Services (Object 5000)	400B	373,635	2,017,950		2,391,585
16. Capital Outlay:					·
a) Library Books (Object 6300)	630B				
b) Equipment (Object 6400)	640B	50,523	271,567		322,090
17. Other	650B				
18. Total Expenditures (add lines 13 thru 17)	501B	477,333	2,455,331	· · · · · · · · · · · · · · · · · · ·	2,932,664
19. 06/30/05 Projected Balance	00==				
(add lines 11 + 12 - 18)	905B				

SUPPLEMENTAL DATA

Analysis of Interfund Transfers

Page: 1

For Actual `	Year: 2003-	-04	Amount	Amount	
Fund #	In/Out	Fund Title	Transferred In	Transferred Out	
11	IN	Unrestricted Subfund	2,903,167		
41	OUT	Capital Outlay Projects Fund		2,903,167	
32	IN	Cafeteria Fund	226,930		
11	OUT	Unrestricted Subfund		226,930	

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** Summary Page **

Page: 2

SUPPLEMENTAL DATA

Analysis of Interfund Transfers

For Actual Year: 2003-04			Amount	Amount
Fund #	In/Out	Fund Title	Transferred In	Transferred Out
Summary T	otals			
Tota	s		3,130,097	3,130,097
11		Unrestricted Subfund	2,903,167	
41	(Capital Outlay Projects Fund		2,903,167
32		Cafeteria Fund	226,930	
11		Unrestricted Subfund		226,930

MINUTES OF THE BOARD OF TRUSTEES ACADEMIC AFFAIRS AND STUDENT SERVICES COMMITTEE OCTOBER 12, 2004

Academic Affairs and Student Services Committee Chairperson Medina called the meeting to order at 5:12 p.m., in the Hall of Fames, Bradshaw Student Center, Riverside City Campus. CALL TO ORDER

Committee Members Present

Mr. Jose Medina, Chairperson

Ms. Grace Slocum, Vice Chairperson

Ex-officio Committee Members Present

Dr. Ray Maghroori, Vice President, Academic Affairs

Dr. Linda Lacy, Vice President, Student Services/Operations

Mrs. Patricia Bufalino, Academic Senate Representative

Ms. Michelle Davila, CSEA Representative

Ms. Virginia McKee-Leone, Academic Senate Representative

Mr. Greg Shaw, ASRCC Representative

Ms. Karin Skiba, CTA Representative

Resource Persons Present

Dr. Salvatore G. Rotella, President

Dr. Brenda Davis, Provost, Norco Campus

Dr. Richard Tworek, Provost, Moreno Valley

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

Dr. Bob Bramucci, Dean, Open Campus

Ms. Shelagh Camak, Dean, Workforce Preparation

Dr. Irving Hendrick, Dean, Education

Dr. Dawn Lindsay, Dean, Academic and Student Affairs

Mr. Ronald Vito, Dean, Occupational Education

Ms. Debbie Whitaker-Meneses, Associate Dean, Early Childhood Education

Guests Present

Mr. Mark Takano, Secretary, Board of Trustees (arrived at 5:15 p.m.)

OPEN CAMPUS

Dr. Bramucci explained that an agreement to supply technical consulting and training expertise to CMTC, at no cost to the District, will be presented for Board approval on October 19th. Discussion followed.

Agreement – California Manufacturing Technology Consultants (CMTC) Dr. Bramucci led the review of an agreement for the use of UCR's conference facilities for the annual one-day Veteran Business Owner's Conference, part of the outreach required by the Defense Logistics Agency Grant that will be presented for Board approval on October 19th. Discussion followed.

University Of California, Riverside, Extension Center Agreement

Dr. Bramucci reviewed the CITD MOU to provide export and international trade services to the San Bernardino area through the Professional Development Center that will be presented to the Board for approval on October 19th. Discussion followed.

MOU – San Bernardino Community College District (SBCCD), Professional Development Center (PDC) And RCCD, Center For International Trade Development (CITD)

Dr. Bramucci led the committee overview of the agreement to purchase new registration software for the Community Education Program. The software allows online registration, and will be presented on October 19th to the Board for approval. Discussion followed.

Agreement With August Enterprises, Inc.

Dr. Lindsay explained that the Board will receive a request for approval on October 19th for use of facilities agreements for academic and physical education classes for the Norco Campus. Discussion followed.

Norco – Use of Facilities

Dr. Vito explained that an agreement to provide quarterly scheduled maintenance on refrigeration equipment at the Culinary Academy will be presented to the Board for approval on October 19th. Discussion followed.

Maintenance Agreement with Riverside Refrigeration

Mr. Vito explained that an agreement to provide training to RCC instructors in all four levels of CISCO training will be presented to the Board for approval on the 19th. Discussion followed.

CISCO Networking Academy Program

WORKFORCE PREPARATION

Ms. Camak led the committee review of the professional services agreement to address the Nurses Workforce Initiative to reduce nursing shortages by developing and implementing a project to meet California's current and long-term need for nursing care. The agreement will be presented to the Board for approval at the October 19th meeting. Discussion followed.

Ms. Camak explained that an agreement with Riverside Marriott will also be presented to the Board for approval on the 19th to provide room and food services for nine breakfast meeting workshops for the Foster and Kinship Care Education Program. Discussion followed.

Ms. Camak indicated that six separate agreements would be presented to the Board for approval for individuals to present training and education to fulfill the requirements of the Foster and Kinship Care Education Program. Discussion followed.

Ms. Camak led the committee review of the MOU which details the fiscal, administrative, and legal responsibilities of the partners involved with the Gateway to Early College High School that will be presented to the Board on October 19th. Discussion followed.

Ms. Whitaker-Meneses explained that an agreement with Temple Beth El to provide a site for workshops for Early Childhood Studies professionals, students and interested members of the public at the Temple Beth El Social Hall will be presented for Board approval. The committee asked Ms. Whitaker-Meneses to go back and re-negotiate the rate being charged to use the facility. Discussion followed.

Dr. Hendrick indicated that an agreement to provide evaluation services of a FIPSE grant will also be presented to the Board for approval on October 19th. Discussion followed.

Professional Service Agreement Between Riverside Community College District and Riverside County Economic Development Agency (EDA)

Catering Agreement between Riverside Community College District and Riverside Marriott

Consultant Agreement with Victoria Stephens, Teresa Samano, Michelle Runnels, Elizabeth Hernandez-Falk, Luz Estrada

Memorandum of Under-standing between Riverside Unified School District (RUSD), Riverside Gateway to College Early College High School (ECSH), and Riverside Community College District

Agreement with Temple Beth El

Consultant Agreement with Laurie Riggs

PERFORMING ARTS

Ms. Chenoweth explained that a production contract for the recording of choreographic work and to provide original and edited footage of two performances of *Kinetic Conversations* by RCC Dance will be presented to the Board for approval on October 19th. Discussion followed.

Agreement with Bodie J. Smith

Ms. Chenoweth indicated that contracts would be presented to the Board for approval for guest artists in the RCCD performance of *Collaborations*. Discussion followed.

Agreements – Fred Strickler and Christine M. Hernandez

Ms. Chenoweth reviewed the contracts to provide arrangements for the RCC Marching Band that will also be presented to the Board for approval on October 19th. Discussion followed.

Contract – Wayne Downey and James Wunderlich

Ms. McKee-Leone led the committee through the contract for renewal of the service agreement to provide parts and maintenance for the autoclave in the Life Science Department on the Riverside Campus that will be presented to the Board for approval on October 19th. Discussion followed.

LIFE SCIENCE DEPARTMENT

Steris Corporation Comprehensive Service Contract

The committee adjourned the meeting at 5:43 p.m.

MINUTES OF THE BOARD OF TRUSTEES FINANCE AND AUDIT COMMITTEE MEETING OF OCTOBER 12, 2004

Finance and Audit Committee Vice Chairperson Figueroa called the committee meeting to order at 6:20 p.m., in the Hall of Fame, Bradshaw Student Center, Riverside City Campus.

CALL TO ORDER

Committee Members Present

Ms. Kathleen Daley, Chairperson (arrived at 6:35 p.m.)

Ms. Mary Figueroa, Vice Chairperson

Ex-officio Committee Members Present

Dr. James Buysse, Vice President, Administration and Finance

Mr. Nick Adcock, ASRCC Representative

Ms. Tamara Caponetto, CSEA Representative

Mr. Richard Mahon, Academic Senate Representative

Ms. Virginia McKee-Leone, Academic Senate Representative (Riverside Campus)

Ms. Karin Skiba, CTA Representative

Resource Persons Present

Dr. Salvatore Rotella, President

Dr. Brenda Davis, Provost, Norco Campus

Dr. Richard Tworek, Provost, Moreno Valley

Mr. Aaron Brown, Associate Vice President, Finance

Mr. Aan Tan. Associate Vice President, Facilities

Guests Present:

Mr. Jose Medina, Member, Board of Trustees

Mr. Mark Takano, Secretary, Board of Trustees

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

Dr. Buysse explained that staff is requesting budget approval in the amount of \$3.852 million for necessary equipment and furnishings for the MLK High-Technology facility. Staff is also requesting that the \$2.6 million budget provided by the State for this purpose, down from an earlier \$4.264 million, be augmented by Measure C funding in an amount not to exceed \$1.252 million. Discussion followed.

MARTIN LUTHER KING HIGH-TECHNOLOGY CENTER – GROUP 2 TECHNOLOGY Dr. Buysse led the review of the District's 2004-2005 budget currently under development. Discussion followed.

<u>2004-2005 BUDGET – PUBLIC</u> HEARING AND BUDGET ADOPTION

Mr. Keeler reviewed the consultant agreement that will be presented to the Board for approval on October 19th to provide assistance in preparing a cost allocation study and report, and to negotiate with the cognizant federal agency on behalf of the District to obtain the most favorable indirect cost rate possible. Discussion followed.

CONSULTANT AGREEMENT WITH RICK R. ALLEN

Dr. Buysse explained that the Martin Luther King High-Tech building needs a new roof while the building is undergoing construction, and the Board will receive a request on October 19th to fund the replacement from the Measure C "scheduled maintenance" program. Discussion followed.

MARTIN LUTHER KING HIGH-TECH CENTER ROOF REPLACEMENT

Mr. Tan explained that staff is requesting Board approval of Change Order No. 2 in the amount of \$11,373 for the Norco Early Childhood Center at the October 19th Board meeting. Discussion followed.

<u>CHANGE ORDER NO. 2 – FINAL – NORCO EARLY CHILDHOOD</u> EDUCATION CENTER

Mr. Tan explained that an environmental assessment study was performed for the Riverside Campus Parking Structure and associated improvements. The study determined that the proposed project will not have a significant effect on the environment. The Board will be asked to approve a CEQA staff report for the Riverside Campus Parking Structure at the October 19th Board meeting. Discussion followed

CALIFORNIA ENVIRONMENTAL
QUALITY (CEQA) STUDY FOR
RIVERSIDE CAMPUS PARKING
STRUCTURE

The committee adjourned the meeting at 7:25 p.m.

MINUTES OF THE BOARD OF TRUSTEES LEGISLATIVE COMMITTEE MEETING OF OCTOBER 12, 2004

Legislative Committee Chairperson Takano called the committee to order at 5:55 p.m., in the Hall of Fame, Bradshaw Student Center, Riverside City Campus.

CALL TO ORDER

Committee Members Present:

Mr. Mark Takano, Chairperson

Ex-officio Committee Members Present:

Dr. Lyn Greene, Associate Dean, Governmental Relations

Ms. Patricia Bufalino, Academic Senate Representative

Ms. Virginia McKee-Leone, Academic Senate Representative

Ms. Karin Skiba, CTA Representative

Ms. Michelle Davila, CSEA Representative

Resource Persons Present:

Dr. Salvatore G. Rotella, President

Dr. Brenda Davis, Provost, Norco

Dr. Richard Tworek, Provost, Moreno Valley

Guests Present

Mr. Jose Medina, Member, Board of Trustees

Dr. Greene explained that the underfunded caucus has asked RCC to join them in passing a resolution to express the District's appreciation for Governor Schwarzenegger's support for funding equalization. The resolution will be presented to the Board on October 19, 2004 for approval. Discussion followed.

Dr. Greene relayed that the Chancellor's office has prepared a response to the California Performance Review, and a resolution of support for their leadership will been offered to the Board for approval at the October 19th meeting. Discussion followed.

Dr. Greene provided an update on the Community College League's Leadership forums and suggested actions. Discussion followed.

The committee adjourned the meeting at 6:10 p.m.

RESOLUTION IN APPRECIATION OF
THE LEADERSHIP OF THE GOVERNOR
IN SUPPORT OF COMMUNITY COLLEGE
EQUALIZATION

RESOLUTION IN SUPPORT OF THE CALIFORNIA COMMUNITY COLLEGE SYSTEM RESPONSE TO THE CALIFORNIA PERFORMANCE REVIEW

<u>UPDATE ON LEAGUE LEADERSHIP</u> FORUMS AND <u>SUGGESTED ACTIONS</u>

MINUTES OF THE BOARD OF TRUSTEES PLANNING AND DEVELOPMENT COMMITTEE MEETING OF OCTOBER 18, 2004

Chairperson Slocum called the Planning and Development Committee meeting to order at 5:00 p.m., in the Staff Dining Room, Bradshaw Student Center, Riverside City Campus.

CALL TO ORDER

Committee Members Present

Ms. Grace Slocum, Chairperson

Mr. Mark Takano, Vice Chairperson

Ex-officio Committee Members Present

Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley Campus)

Mr. Gustavo Segura, CSEA Representative (Moreno Valley Campus)

Ms. Karin Skiba, CTA Representative

Mr. Ed Williams, CTA Representative

Resource Persons Present

Dr. Ray Maghroori, Vice President, Academic Affairs

Dr. Brenda Davis, Provost, Norco Campus

Dr. Richard Tworek, Provost, Moreno Valley Campus

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

Dr. Susan Mills, Associate Vice President, Institutional Effectiveness

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

and Institutional Advancement

Mr. Aan Tan, Associate Vice President, Facilities

Dr. Carolyn Quin, Interim Dean, Riverside School for the Arts

Guests Present:

Ms. Donna Barry, Senior Associate, Gould Evans

Mr. Cary Goodman, Architect, Gould Evans

Mr. John McMurray, Senior Partner/CEO, tBP Architects

Mr. Jose Pombo, Senior Associate, Gould Evans

Mr. Jay Silverberg, Design Principle, Gould Evans

Mr. Matt Sommers, Vice President/Director, Project Management and Production, tBP Architects

Gould Evans' design architects led the discussion on design selection, materials, costs and timeline for RSA and a projection of next steps. Discussion followed.

RIVERSIDE SCHOOL FOR THE ARTS

The committee adjourned the meeting at 6:51 p.m.

RIVERSIDE COMMUNITY COLLEGE DISTRICT PRESIDENT'S REPORT

Report No.: II-B Date: November 16, 2004

Subject: January 2005 Board Meeting Dates

To accommodate schedules, we are recommending that the January 2005 Board of Trustees Committee Meeting(s) be held on Monday, January 17th, and Tuesday, January 18th, and the January regular meeting be held on Tuesday, January 25, 2004 (at the Moreno Valley Campus).

Salvatore G. Rotella President

Prepared by: Heidi Wills

Administrative Assistant,

Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT PRESIDENT'S REPORT

Report No.: II-C Date: November 16, 2004

Subject: Proposed Memorandum of Understanding for Administration of Scholarship

Funds

<u>Background</u>: This is a Memorandum of Understanding that will provide working scholarships from the Hospital Corporation of America (HCA) to Riverside Community College ADN students. The funds will be administered and paid by through the Riverside County's Economic Development Agency (EDA) through the Workforce Development Centers of Riverside County. The students have been selected, registered and enrolled under Workforce Investment Act (WIA) guidelines. Riverside Community College Nursing Education will be involved in the assessment and monitoring of student progress to EDA. The term of the Memorandum of Understanding shall be from June 1, 2004 through December 31, 2005, or until all scholarship funds have been expended.

This Memorandum of Understanding was reviewed by Ed Godwin, Risk Management. Funding Source: Scholarship funds will be provided through the Hospital Corporation of America.

Recommended Action: It is recommended that the Board of Trustees approve the MOU with Riverside County Office of Economic Development through the Workforce Development Centers of Riverside County, from June 1, 2004 through December 31, 2005 or until all scholarship funds have been expended, and authorize the Vice President, Administration and Finance, to sign the MOU. There is no cost to the District.

Salvatore G. Rotella President

Prepared by: Marie Colucci

Special Assistant to the President

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT (RCCD)

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY (EDA)

This Memorandum of Understanding is made and entered into by and among Riverside Community College District (RCCD), hereinafter "RCCD," and Riverside County Economic Development Agency, hereinafter "EDA," regarding the administration of scholarship funds provided through the <u>HCA Scholarship</u> Fund.

1. BACKGROUND

The United States continues to experience severe skill shortages within the healthcare industry. In addition, the economic impact of September 11, 2001, continues to unfold. The attached, causing a loss of jobs in the face of a national shortage of healthcare workers, presents a unique opportunity to address two national priorities simultaneously:

- Provide economic opportunities by providing training and good jobs for workers dislocated from their jobs
- 2. Provide part of the solution to the chronic shortage of healthcare workers.

HCA, Inc. is the nation's largest manager/owner of hospitals and other healthcare facilities. HCA has established a corporate-funded scholarship program to help alleviate the healthcare occupational shortage. HCA would like to channel those resources in concert with the Workforce Investment Board in the Riverside County, California region that are willing to commit themselves to organizing projects addressing the employment and training needs of unemployed individuals in the region.

Funds available to the HCA facilities in the <u>Riverside County, California</u> region, are funds made available directly from the U.S. Department of Labor to support this joint effort, as well as those made available through regular allocations to the participating Workforce Investment Boards, provide an opportunity for close coordination between HCA and the participating Workforce Investment Board in the <u>Riverside County</u>, California region.

The U.S. Department of Labor and the participating Workforce Investment Board, signatories to this MOU, wish to take advantage of the HCA investment by building individual programs focused on the employment requirements of participating HCA facilities. It is agreed ALL parties will make their best efforts to achieve the following:

- A. Agree to w ork together to create immediate referral opportunities for those with the pre-requisites required for employment in critical healthcare occupations, as defined by the participating HCA facilities.
- B. Agree to work together to help identify and, when necessary, provide assistance and resources in the expansion of the training and development capacity in the region to accommodate the employment requirements of HCA and other healthcare facilities in the region.
- C. Agree jointly and then provide additional support or services that may be necessary for the targeted individuals to succeed.
- D. Agree to work together on a regular basis to review progress, identify areas for improvement, as well as share best practices within the region and with other regions in the country that are a party to this MOU between the U.S. Department of Labor and HCA.

IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

2. TERM

The initial term of this Memorandum of Understanding shall be from <u>June 1, 2004</u>, <u>through December 31, 2005</u>, or until all scholarship funds have been expended. The undersigned are the designated representatives of EDA and RCCD that will administer this MOU.

3. SCOPE OF WORK

Duties and Responsibilities of EDA

- 1. EDA shall be the administrative fiscal agent for \$100,000 in scholarship funds received by Riverside Community Hospital, hereinafter "sponsoring hospital" from the HCA Scholarship fund. Funds shall be paid to eight student-Associate Degree (ADN) Nurse participants, hereinafter referred to as "participants", who have been selected, registered and enrolled under Workforce Investment Act (WIA) guidelines.
- 2. EDA, thro ugh the HCA scholarship funds, shall pay each participant a tuition/support stipend of \$1,500 per quarter. EDA shall be responsible for verifying each participant's successful course completion and verification, until all funds are expended.
- 3. The amount of compensation paid to each participant by EDA under this MOU shall not exceed the sum of \$12,500 to each participant, for a total of \$100,000 divided amongst eight participants for the duration of the program or Program Years 2004/05, or until HCA scholarship funds are expended.
- 4. ALL PARTIES shall agree that participants shall sign a promissory note between participant and sponsoring hospital agreeing to the terms of the scholarship in exchange for the scholarship tuition/support stipend.

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5. ALL PARTIES shall agree that employee and contractual procedures for staff will be the responsibility of each agency.

Duties and Responsibilities of RCCD

- 1. RCCD shall facilitate announcements and opportunity to participate in the scholarship program for ADN's.
- 2. RCCD shall provide the determination of applicants to be in good standing with the RCCD Nursing Education Program.
- RCCD shall provide ongoing instructional materials and supplies for the RCCD Nursing Education Program for the term of the program and provide qualified nursing staff instructors and approved ADN curriculum to program participants.
- 4. RCCD shall provide EDA with quarterly progress/grade reporting.
- 5. RCCD shall assign a nursing liaison to communicate with EDA case manager liaison on a quarterly basis.
- 6. ALL PARTIES shall agree that employee and contractual procedures for staff will be the responsibility of each agency.
- 7. ALL PARTIES shall agree that the EDA case manager liaison shall be provided with quarterly progress and/or grade reports of each participant. In addition, any change in participant status, such as academic probation, attendance, program drops or employment shall be reported to case manager immediately.

4. CERTIFICATIONS

Article XI. Resource list for applicable laws, rules and regulations

This is only a partial list of applicable laws, rules and regulations governing this MOU. Contractor is fully responsible for knowing any applicable statute or regulation or rule as it affects this MOU.

The terms and conditions of this MOU and all applicable federal, state, and local laws, regulations, and policies and amendments thereto for parties to this MOU.

29 CFR Part 93, Lobbying restrictions and costs prohibited, including costs of salaries or expense related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.

A. **Age Discrimination in Employment Act** (1967) makes it unlawful for an employer with 20 or more employees to discriminate against individuals that are 40 years or older, with respect to hiring, compensation, terms, conditions and privileges of employment on the basis of age. The Equal Employment Opportunity Commission enforces the Act.

- B. Americans with Disabilities Act (1990) makes it unlawful for an employer, with 15 or more employees, to discriminate against qualified individuals with disabilities with respect to hiring, compensation, terms, conditions, and privileges of employment. The Equal Opportunity Commission enforces the Act.
- C. Anti-Kickback Act (1986) is defined to mean any money, fee, commission, credit, gift, gratuity, thing of value, or any compensation of any kind provided, directly or indirectly to any employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract. The Act is enforced by the Federal Acquisition Regulations (FAR 52.203-7).
- D. Civil Rights Act (1991) amended the 1964 Act, and the Americans with Disabilities Act (ADA) to allow compensatory and punitive damages, but places caps on the amounts that can be awarded. The Act also provides for jury trials in suits brought under these laws. In addition, during the performance of this contract, the parties shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy disability and denial of family care leave. Parties shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, and Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this MOU and shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other MOU.
- E. Child Support Compliance Act: In accordance with the Child Support Compliance Act, both parties recognize and acknowledge:
 - 1. The importance of child and family support obligations and shall fully comply with applicable state, and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders. Reporting requirements are provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, State Assembly Bill 196, Chapter 478/1999, State Senate Bill 542 (expanded reporting requirements), and Chapter 480/1999 that added Section 1088.8 to the Unemployment Insurance Code.
 - 2. That to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

- F. Davis-Bacon Act (1931) applies to federal construction and repair contracts over \$2,000. The Act requires paying their employees a specific minimum wage prevalent for similar work in a specific geographic area. The Wage and Hour Division of the Department of Labor enforces the Act.
- G. **Debarment and Suspension Certification**: By signing this MOU, both parties hereby assure and certify that they will comply with the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that both parties, to the best of its knowledge and belief, that its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2. Have not, within a three-year period preceding this MOU been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft forgery, bribery, falsification, or destruction of record, making false statements, or receiving stolen property:
 - 4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 above;
 - 5. Have not within a three (3)-year period preceding this MOU had one or more public transactions (federal state or local) terminated for cause of default.
- H. **Drug Free Workplace**: By signing this MOU, both parties hereby assure and certify that each party will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR Part 98) and will provide a drug-free workplace by taking the following actions:
 - 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
 - 2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug free workplace;
 - Any available counseling, rehabilitation and employee assistance programs; and

- Penalties that may be imposed upon employees for drug abuse violations
- 3. Provide, as required by Government Code Section 8355, that every employee who provides services under this MOU will:
 - receive a copy of the company's drug-free policy statement; and
 - agree to abide by the terms of the company's statement as a condition of employment.
- I. Environmental Protection Regulations under the:

Clean Air & Water Act: Both parties assures they will comply with all applicable standards, orders, or requirements under Section 306 of the Clean Air Act (42) U.S. C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR part 15). The authorized representative, in signing this MOU, certifies that he/she has read and that his/her agency is in compliance with all terms.

Energy Policy and Conservation Act (pub. L. 94-163): Both parties require that his/her agency is in compliance with all applicable standards, order or requirements. The authorized representative, in signing this MOU, certifies that he/she has read and that his/her agency is in compliance with all terms.

- J. Employee Polygraph Protection Act (1988) makes it unlawful for an employer to require, request, suggest, or cause an employee or applicant to submit to a lie detector test. In addition, it prohibits the employer from threatening or taking any adverse employment action against an employee or applicant who refuses to take a lie detector test. A private right of action in the federal district courts enforces the Act.
- K. Executive Order 11246 (1965, amended 1996) prohibits job discrimination by employers holding federal contracts or subcontracts on the basis of race, color, sex, national origin or religion and requires affirmative action to ensure equality of opportunity in all aspects of employment. The Office of Federal Compliance Contract Programs of the Department of Labor enforces the Order.
- L. Fair Labor Standards Act (1938) provides minimum wage and overtime requirements. Under FLSA, all non-exempt employees are entitled to cash overtime for all hours worked over 40 in a workweek. The Wage and Hour Division of the Department of Labor and private lawsuits, as amended by the Minimum Wage Increase Act of 1996, enforce the Act.
- M. Family Medical Leave Act (FSLA) (1991) requires that employers with 50 or more employees provide up to 12 weeks of unpaid leave, within any 12-month period, to employees for the care of a newborn or adopted child, for the care of a seriously ill family member, or for treatment and care of the employee's own serious medical condition. The Wage and Hour Division of the Department of Labor enforces the Act.

- N. Hatch Act (1939, amended in 1993) applies to political activity of certain state and local government employees who are employed by state or local executive agencies in connection with programs financed in whole or in part by federal loans or grants. Some statutes make Act provisions applicable to persons employed by private, non-profit organizations that plan, develop and coordinate Head Start and certain other types of federal assistance. The U.S. Office of Special Counsel enforces the Act.
- O. Immigration Reform and Control Act (1986) requires employers to verify that applicants for employment are authorized to work in the United States. The Act provides civil and criminal penalties for knowingly employing unauthorized aliens and prohibits discrimination based on national origin or citizenship if the alien is authorized to work. The Department of Justice and the Immigration and Naturalization Service enforce the Act.
- P. Labor Management Reporting and Disclosure Act (Landrum-Griffin Act of 1959) establishes a set of rights for employees who are members of unions. They include the right to vote, attend meetings, meet and assemble with other members, and freely express views and opinions. The Office of Labor Management Standards of the Department of Labor enforces this Act.
- Q. **Lobbying Restrictions**: By signing this MOU, both parties hereby assure and certify that they will comply with the lobbying restrictions that are codified in the DOL regulations at 29 CFR Part 93.
 - No federal appropriated funds have been paid or will be paid, by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an officer or employee of Congress, in connection with this MOU, grant loan, or cooperative MOU, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan or cooperative MOU.
 - If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this federal contract, grant loan and cooperative MOU, the undersigned shall complete and submit Standard Form LLL, Disclosure to Report Lobbying in accordance with its instruction.
 - The undersigned shall require that the language of this certification be included in this MOU that includes compensation over \$100,000 (per OMB) at all tiers and that all shall certify and disclose accordingly.
 - This certification is a material representation of fact upon which reliance is placed when this MOU is executed. Submission of this certification is a prerequisite for making or entering into this MOU imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- R. **Military Selective Service Act** shall be assured by the Secretary of the State that each individual participating in any federally funded program has not violated 50 U.S.C. App. 453 by not presenting and submitting to registration as required pursuant to such Act. The Director of the Selective Service System shall cooperate with the Secretary in carrying out this section.
- S. National Labor Relations Board: Both parties (if not a public entity), by signing this MOU, certify that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contracted party within the immediately preceding two-year period because of failure to comply with an order of a federal court which orders to comply with an order of the National Labor Relations Board.
- T. Occupational Safety and Health Act (1970) requires all employers to provide a work place that is free from recognized hazards that cause, or are likely to cause, death or serious physical harm to employees. The Act also establishes the Occupational Safety and Health Administration that is responsible for promulgating workplace safety standards and regulations for various industries. The Occupational Safety and Health Administration enforces the Act.
- U. Older Workers Benefit Protection Act (1990) makes it unlawful for an employer to discriminate with respect to employee benefits based on age. It also regulates early retirement incentive programs. The Equal Employment Opportunity Commission enforces the Act.
- V. Politica I Reform Act (of 1974, amended in 1996) requires each state and local agency to adopt a conflict of interest code. Conflict of interest codes are required to prohibit officials of any state or local government agency from making, participating or in any way attempting to use their official position to influence a governmental decision in which the official knows or has reason to know that he or she has a financial interest.
- W. **Pregnancy Discrimination Act** (1978) makes it unlawful for an employer to discriminate based on pregnancy or childbirth. The Equal Employment Opportunity Commission enforces the Act.
- X. Single Audit Act (1984 and amended in 1996 as Public Law 104-156) extends the Act to cover non-profit organizations under OMB Circular A-133 to include Higher Education and Other Non-Profit Organizations. The Act raised auditing limits to \$300,000 and authorizes an adjustment every two years.
- Y. **Title VII of the Civil Rights Act** (1964) makes it unlawful for an employer with 15 or more employees to discriminate against individuals with respect to hiring, compensation, terms, conditions and privileges of employment on the basis of race, color, religion, national origin or sex. The Equal Employment Opportunity Commission enforces Title VII.
- Z. Vietnam Era Veteran's Readjustment Assistance Act (1974) makes it unlawful for employers to discriminate against veterans of the Armed Forces in their employment practices. It also provides veterans with certain reemployment, Page 8 of 10

seniority, health benefit, and pension rights with respect to prior employment. The Office of Veterans Employment and Training of the Department of Labor enforces the Act.

- AA. Whistleblower Protection Statutes (1989) protect employees of financial institutions and government entities from discriminatory and retaliatory employment actions because of reporting violations of the law to federal authorities. The Wage and Hour Division of the Department of Labor enforces the Act.
- BB. Confidentiality Requirements The State of California will exchange various kinds of information pursuant to this MOU. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The source of information may include, but is not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

5. INDEMNIFICATION AND HOLD HARMLESS

- 1. Indemnification by RCCD. RCCD shall indemnify and hold EDA, through the County of Riverside, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of RCCD, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement to the extent that such liability is imposed on EDA, through the County of Riverside by the provisions of California Government Code Section 895.2 or other applicable law; and RCCD shall defend at its expense, including attorney fees, EDA, through the County of Riverside, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.
- 2. Indemnification by EDA, through the County of Riverside. EDA, through the County of Riverside shall indemnify and hold RCCD, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of EDA, through the County of Riverside, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement to the extent that such liability is imposed on RCCD by the provisions of California Government Code Section 895.2 or other applicable law; and EDA, through the County of Riverside shall defend at its expense, including attorney fees, RCCD, its

officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

6. ALTERATION OF TERMS

No addition to or alteration of the terms of Memorandum of Understanding whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form or a written amendment to this Memorandum of Understanding which is formally approved and executed by all parties.

7. ENTIRE MOU

This Memorandum of Understanding 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 MOUs and understandings, oral or written, in connection therewith.

IN WITNESS WHEREOF, the duly authorized representative of the parties hereto has signed in confirmation of this Memorandum of Understanding on the dates indicated below.

			-	O OF SUPERVISORS IC DEVELOPMENT AGENCY	
Dated:			Ву:		
			Name:	Jerry Craig	
			Title:	Workforce Development Administrato	r
	RIVERSIDE C	OMMU	JNITY C	OLLEGE DISTRICT	
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Dated:			Ву:		
			Name:	Dr. James L. Buysse	
			Title:	Vice President of Administration and Finance	_,+

RIVERSIDE COMMUNITY COLLEGE DISTRICT BUSINESS FROM BOARD MEMBERS

Report No.: VIII-A Date: November 16, 2004

Subject: Appointment of the Chair of the Citizens' Bond Oversight Committee

<u>Background:</u> The Citizens' Bond Oversight Committee Bylaws (Section 9) require that the President of the Riverside Community College Board of Trustees appoint the "initial Chair to serve for an initial two (2) year term." The Bond Oversight Committee will meet on December 3, 2004 to elect an initial Vice-Chair and determine members' terms.

<u>Recommended Action:</u> It is recommended that the Board President select and appoint the initial Chair for the Citizens' Bond Oversight Committee in accordance with committee bylaws.

Salvatore G. Rotella President

Prepared by: Jim Parsons, Associate Vice President

Public Affairs & Institutional Advancement

RIVERSIDE COMMUNITY COLLEGE DISTRICT CITIZENS' BOND OVERSIGHT COMMITTEE

George Beloz, Ph.D., is the President of the Greater Corona Hispanic Chamber of Commerce. An active community volunteer, he also serves as a trustee for the Corona Public Library, the Boys & Girls Club of Corona, and Hope International University. His background is in government finance training and budget development, and he is a member of the Norco Campus Advisory Committee. Dr. Beloz represents the senior citizen community.

Virginia Blumenthal is an alumna of RCC and is president of Blumenthal Law Offices. She holds a juris doctorate from California Southern Law School and recently was ranked one of the "100 Most Influential Attorneys in California." Her community involvement includes serving as president of the Riverside County Philharmonic, coaching the Riverside County High School Mock Trial, and serving as the honorary chairman of the 2005 American Cancer Society "Relay for Life." Ms. Blumenthal is the 2004 recipient of the Athena Award of the Inland Valleys. She is the business representative on the committee.

Jamil Dada is the manager of Investment Services for Provident Bank. He is the Chairman of the Riverside County Workforce Development Board, past chairman of the Moreno Valley Chamber of Commerce, president of the March Field Air Museum, and a board member of the RCC Foundation, the United Way of the Inland Valleys, and the Family Service Association of Western Riverside County. In 2003, Mr. Dada was named "Outstanding Community Leader" by the Riverside County Office of Education. He is the member representing a college support organization.

Peter Serbantes is serving as the at-large committee member. He is a manager for First Mortgage Corporation, and has many years experience in the home mortgage and lending industry. Mr. Serbantes' community involvement includes serving as vice president of the Board of Advisors for Eastern Municipal Water District, a member of the National Council for La Raza, a member of the Southern California Associate of Non-Profit Housing, a member of the Community Advisory Group for the RCC Moreno Valley Campus, and a past member of the Strategic Planning Committee for the Moreno Valley School District, and charter president of the Moreno Valley March Field Museum.

Brian Unitt is the managing partner in the Holstein, Taylor, Unitt & Law firm. A graduate of UC Riverside and UC Davis, he is a member of the San Benardino and Riverside Counties Central Labor Council. His community involvement includes the Boy Scouts of America and Community Access Riverside. Mr. Unitt is the labor representative on the committee.

Cynthia Urrutia is the student representative on the committee. President of ASRCC for the Moreno Valley, she also is an active member of the Puente Program and works in the Puente office. Cynthia believes that the student perspective is key to a thriving academic and learning environment. She is majoring in biology.

Note: One committee position remains open at this time—Member of a Taxpayer Organization.