

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular and Annual Organizational Meeting –
December 14, 2004 - 6:00 p.m. - Board Room AD122, Riverside City Campus

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

*** ORGANIZATIONAL MEETING ***

Closed Session

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

Recommended Action: To be Determined

I. Approval of Minutes - Regular meeting of November 16, 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

1. “Riverwalk Vista/La Sierra Property Development Update” – Mr. Bruce Strickland, Vice President/Inland Division Manager, and Mr. Steve Whyld, Consultant

B. Rank of Emeritus Awards

- Recommend awarding the rank of emeritus awards.

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) Department Chair Assignments, Spring Semester 2005
- (b) Overload Assignment, Winter Intersession 2005
- (c) Part-Time Faculty, Hourly Assignments, Winter Intersession 2005
- (d) Overload Assignment, Fall Semester 2004
- (e) Part-Time Faculty, Hourly Assignments, Fall Semester 2004
- (f) Special Assignments

2. Position Reclassifications

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 Project

2. Temporary Extension of Permanent Part-time Position
 3. Military Leave
 4. Request for Leave Under the Federal Family and Medical Leave Act of 1993
 5. Request to Adjust Classified Bargaining Unit Employee's Length from 12 Months to 11 Months
 6. Request for an Administrative Leave With Pay for Classified Employee
 7. Leave Without Pay Due to Suspension
 8. Separation
2. 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 approving various budget transfers between major object codes as requested by administrative personnel.
 - b. Resolution(s) to Amend Budget
 1. Resolution to Amend Budget - Resolution No. 9-04/05 2004-2005 California Manufacturing Technology Consulting (CMTC)/ETP Training
- Recommend adopting a resolution to add income and expenditures to the adopted budget.

2. Resolution to Amend Budget - Resolution No. 10-04/05 2004-2005 Extended Opportunity Programs & Services (EOPS)
- Recommend adopting a resolution to add income and expenditures to the adopted budget.
3. Resolution to Amend Budget - Resolution No. 11-04/05 2004-2005 Matriculation Program
- Recommend adopting a resolution to add income and expenditures to the adopted budget.
4. Resolution to Amend Budget - Resolution No. 12-04/05 Title V Cooperative Arrangement Subrecipient Grant
- Recommend adopting a resolution to add income and expenditures to the adopted budget.
5. Resolution to Amend Budget - Resolution No. 13-04/05 2004-2005 WestEd Community College Personnel Preparation Program1`
- Recommend adopting a resolution to add income and expenditures to the adopted budget.

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

5. Bid Awards (None)

6. Donation (None)

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

8. Grants, Contracts and Agreements (None)

9. Other Items

- a. Signature Authorization
- Recommend authorizing administrators, as listed, to sign vendor warrant orders, order for salary placement, notices of employment, bank checks, purchase orders, and grant documents.

- b. Destruction of Records
 - Recommend approving the destruction of records as listed.

Recommended Action: Request for Approval

- B. Information (None)

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. Riverside School for the Arts/Performance Riverside

- a. Amended Agreement with Jeff Weeks
 - Recommend ratifying the amended service contract to provide additional wig design service and maintenance for the production of "Grease." The term is November 5 - 21, 2004.

Recommended Action: Request for Ratification

- b. Contractor Agreement with Carey Curtis Smith
 - Recommend ratifying of this service contract to provide director/associate producer services for the production of "Fiddler on the Roof." The term for "Fiddler on the Roof" is November 9, 2004 through February 20, 2005.

Recommended Action: Request for Ratification

- c. Agreement- Beachworks dba Performance Loft - Chris Beach
 - Recommend approving this agreement to direct and collaborate with RCCD faculty in presenting the "Three-Penny Opera." The term of the agreement is December 15, 2004 through April 7, 2005.

Recommended Action: Request for Approval

- d. Agreement - Placid Pictures, Bodie Smith

- Recommend approving this service contract for Placid Pictures, Bodie Smith to produce a documentary that chronicles the process used to create a collaborative production of “Three-Penny Opera.” The term of the agreement is December 15, 2004 through April 7, 2005.

Recommended Action: Request for Approval

- e. Agreement - Placid Pictures, Bodie Smith
- Recommend approving this service contract for Placid Pictures, Bodie Smith to produce a documentary of the collaborative process involved in the production of “Celebrate Dance.” The term of the agreement is December 15, 2004 through June 20, 2005.

Recommended Action: Request for Approval

- f. Agreement - Daniel Cork
- Recommend approving this service contract to develop and execute scenic design elements for the joint production of “Three Penny Opera.” The term of the agreement is December 15, 2004 through April 7, 2005.

Recommended Action: Request for Approval

3. Open Campus

- a. Educational Services Agreement – City of Corona
- Recommend ratifying this educational services agreement with the City of Corona to provide a training program, “Leadership Academy,” beginning on July 1, 2004 through June 30, 2005.

Recommended Action: Request for Ratification

- b. Educational Service Agreement – City of Riverside
- Recommend ratifying an educational services agreement with the City of Riverside to provide not-for-credit workshops, beginning on July 1, 2004 through June 30, 2007.

Recommended Action: Request for Ratification

- c. Educational Services Agreement – County of Riverside

- Recommend ratifying this educational services agreement for Customized Solutions to provide training services to the County of Riverside. This agreement, which consists of not-for-credit workshops, begins on July 1, 2004 and continues until June 30, 2005.

Recommended Action: Request for Ratification

- d. Agreement with VeriSign, Inc.
 - Recommend ratifying this agreement to provide online credit card payment processing for Community Education customers. The term of the agreement is December 15, 2004 through December 15, 2005.**Recommended Action: Request for Approval**

- e. Educational Services Agreement - Nelson Nameplate Company
 - Recommend ratifying of this agreement to provide two (2) technical assistance sessions at Nelson Nameplate Company. The term of the agreement is November 8, 2004 through June 1, 2005.**Recommended Action: Request for Ratification**

- f. Educational Services Agreement - Luxfer
 - Recommend ratifying this educational services agreement to provide manufacturing production maintenance skills training. The agreement begins on November 5, 2004 and continues until June 30, 2005.**Recommended Action: Request for Ratification**

4. Student Services

- a. Agreement for Participation in the Operational Area Organization in the County of Riverside
 - Recommend approving the Operational Area Organization Agreement establishing a sharing of resources and coordinated efforts between the County of Riverside and Riverside Community College District, in the event of a major catastrophe or natural disaster. The term of the agreement is to begin December 17, 2004, and will end by mutual agreement.**Recommended Action: Request for Approval**

- b. Revised Regulations for Student Discipline and Due Process – Policy and Regulations 6080

- Recommend approving the revised Student Discipline and Due Process Regulations 6080 with the proposed changes to update the wording to reflect District and campus responsibilities and ensure that RCCD Board Policy is in compliance with Title V State Regulations and California Education Codes.

Recommended Action: Request for Approval

- c. Pearson Education Network License Agreement
- Recommend approving the network license agreements associated with software purchased by Title V-City Campus for the ESL department of English and Speech Communications. If approved, use of the software will begin December 20, 2004.

Recommended Action: Request for Approval

- d. Agreement with Altek Media Group
- Recommend approving the agreement for the utilization of Altek Media Group's marketing services by Student Financial Services office with the term beginning on December 17, 2004 through June 30, 2005.

Recommended Action: Request for Approval

5. Agreement - California Community College Satellite Network (CCCSAT)
- Recommend approving the agreement with California Community College Satellite Network (CCCSAT) to broadcast two RCCD student-produced programs to all California community colleges.

Recommended Action: Request for Approval

6. Item withdrawn.

7. Nursing Education

- a. Proposed (New Affiliation Agreement) Affiliation Agreement for Nursing Students, Catholic Healthcare West on behalf of Community Hospital of San Bernardino

- Recommend ratifying the agreement with Catholic Healthcare West on behalf of Community Hospital of San Bernardino to provide clinical sites for RCCD nursing students. The term of the agreement is for two years commencing March 1, 2004.

Recommended Action: Request for Ratification

- b. Proposed (New Affiliation Agreement) Affiliation Agreement for Nursing Students, County of San

Bernardino on behalf of Arrowhead Regional Medical Center

- Recommend approving this new affiliation Agreement with County of San Bernardino on behalf of Arrowhead Regional Medical Center to provide clinical sites for RCCD Nursing students. Term of the agreement is for a one (1) year term commencing on the execution of this agreement and terminating one year later at which time the agreement shall automatically renew for successive one-year terms.

Recommended Action: Request for Approval

8. Service Level Contract with County of Riverside

- Recommend ratifying a service level contract with the County of Riverside to provide telephone technology services at Ben Clark Training Center. The term of the contract is July 1, 2004 to June 30, 2005.

Recommended Action: Request for Ratification

9. School of Education

a. Agreement between Riverside Community College District and San Francisco Community College District (SFCCD)

- Recommend ratifying an agreement with San Francisco Community College District to provide a California Early Childhood Mentor Program for Early Childhood professionals for the period September 1, 2004 to June 30, 2005.

Recommended Action: Request for Ratification

b. Agreement with Trudy Oliver

- Recommend approving an agreement with Trudy Oliver, speaker, to provide a workshop on “National Association for the Education of Young Children (NAEYC) Code of Ethical Conduct” on January 29 and 30, 2005, for early childhood studies faculty and the Children’s Center staff.

Recommended Action: Request for Approval

c. Subcontract with Chaffey Community College District Regarding Cooperative Title V Grant

- Recommend approving a subcontract with Chaffey Community College District, which focuses on improving the institutional capacity of both colleges to serve Hispanic students who are preparing to become teachers and paraprofessionals. The term of this agreement is December 15, 2004 through September 30, 2009.

Recommended Action: Request for Approval

B. Planning and Development

1. Strategic Planning Quarterly Report
- Recommend accepting the informational update on activities since September 2004.

Information Only

2. Riverside City Campus Relocatable Swing Space – Project Proposal
- Recommend proceeding with project, approving the budget and the use of Measure C funds.

Recommended Action: Request for Approval

3. Agreement to Hire GKK Corporation to Prepare the Final Project Proposal (FPP) Submittal for Nursing/Science, Riverside City Campus
- Recommend approving hiring GKK Corporation to prepare the Final Project Proposal for Nursing/Science, Riverside City Campus.

Recommended Action: Request for Approval

4. Agreement to Hire tBP Architecture to Prepare the Final Project Proposal (FPP) Submittal for Moreno Valley Campus, Phase III
- Recommend approving hiring TBP Architecture to prepare the Final Project Proposal for Moreno Valley Phase III.

Recommended Action: Request for Approval

5. The Recognition Committee's Recommendation to the Board of Trustees
- Recommend approving the revised policy and regulations for 7070, Naming of Facilities.

Recommended Action: Request for Approval

C. Personnel and Labor Relations

1. Contract with California Community Colleges Registry Job Fair
 - Recommend approving the contract to attend, exhibit, and advertise District faculty and management positions.

Recommended Action: Request for Approval

D. Finance and Audit

1. Surplus Property - Bleachers
 - Recommend declaring the visitors' bleachers at Wheelock Stadium to be surplus, that their value does not exceed the total of \$5,000, approving the demolition, removal and acquisition thereof by Riverside Scrap Iron and Metal Corporation and authorizing signing of the agreement.
2. Proposed Revisions to Board Policies 7045 (Fees for Preparation of Personal Information) and 7046 (District Fees for Clerical and Material Costs Involved in the Duplication of Material) and Related Regulations
 - Recommend approving revisions to Board Policies 7045 and 7046 and the associated regulations
3. Agreement with Provider Contract Food Service
 - Recommend approving an agreement to provide consulting services for the period December 14, 2004, through March 31, 2005 relative to the design of facility modifications to food service facilities at the Moreno Valley, Norco and Riverside campuses.
4. Bid Award – Relocatable Swing Space Site Preparation, Riverside City Campus
 - Recommend awarding a bid for site preparation associated with the Relocatable Swing Space project on the Riverside City Campus.
5. Award of Contract – Modular Buildings for Relocatable Swing Space Project on the Riverside City Campus
 - Recommend awarding a contract for the purchase and installation of modular buildings for the Relocatable Swing Space project on the Riverside City Campus in accordance to Public Contract Codes 20118 and 20652.
6. Award of Bid – Real Time Captioning Services

- Recommend awarding a bid award for Real Time Captioning Services for the period December 15, 2004 through December 14, 2005 and authorizing the signing of the agreement.
7. Purchase Using California Multiple Award Schedules (CMAS) and General Services Administration Federal Supply Service Schedules (GSA)
 - Recommend utilizing the CMAS and GSA bid award schedules relative to the acquisition of computer hardware and software for the MLK High-Tech Center on the Riverside City Campus.
 8. Agreement – Richard Walton, Consultant
 - Recommend approving an agreement to provide consulting services relative to the development and State funding processes for several facility projects for the period December 15, 2004 through June 30, 2005, using Measure C bond proceeds for three projects and authorizing the signing of the agreement.
 9. Agreement for Construction Management Services
 - Recommend approving an agreement for construction management services for the P1 Parking Structure, PE Complex and Relocatable Swing Space projects for the period December 1, 2004, through October 1, 2006 and authorizing the signing of the agreement.
 10. Bid Award – Modular Facilities for the PE Complex Project, Riverside City Campus (**Item Pulled**)

Recommended Action: Request for Approval

11. CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended September 30, 2004.
 - Informational financial status report for the quarter ended September 30, 2004.

Information Only
- E. Legislative (None)
 - F. Board of Trustees Committee Meeting Minutes

- Recommend receipt of Board committee minutes from the November 9, 2004 Planning and Development Committee, Academic Affairs and Student Services Committee, and Finance and Audit Committee Meetings.

Information Only

VI. Administrative Reports

A. Vice President

B. Provosts

VII. Academic Senate Report

VIII. Business from Board Members

A. CCCT Board of Directors Election - 2004

- Recommend nominating Mark Takano for re-election for another two-year term.

Recommended Action: Nomination of Trustee Takano

IX. Comments from the Public

X. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING OF NOVEMBER 16, 2004

President Figueroa called the regular meeting of the Board of Trustees to order at 6:05 p.m., in the Student Services Lobby, Norco Campus.

CALL TO ORDER

Trustees Present

Ms. Mary Figueroa
Mr. Jose Medina
Ms. Grace Slocum (left at 8:00 p.m.)
Mr. Mark Takano
Ms. Gina Grace, Student Trustee

Trustees Absent

Ms. Kathleen Daley

Staff Present

Dr. Salvatore G. Rotella, President
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
Mr. Aaron Brown, Associate Vice President, Finance
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
Ms. Virginia McKee-Leone, President, Academic Senate

Student Activities Coordinator, Norco Campus, Kaneesha Miller, led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Slocum, seconded by Mr. Takano, moved that the Board of Trustees amend the agenda to consider item V-B-3. Motion carried. (4 ayes, 1 absent [Daley])

AGENDA AMENDED

Mr. Takano, seconded by Mr. Medina, moved 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. Motion carried. (4 ayes, 1 absent [Daley])

RIVERSIDE SCHOOL FOR THE ARTS DESIGN SELECTION

The Board adjourned to closed session at 6:36 p.m., pursuant to Government Code Section 54956.8, to confer 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, pursuant to Education Code Section 72122, student appeal of administrative decision, with recommended action: to be determined for both, and to confer with legal counsel regarding existing litigation, Office of Civil Rights agreement to resolve Complaint No. 09-03-2139 for information only.

CLOSED SESSION

The Board reconvened to open session at 8:00 p.m., announcing nothing to report on the first item regarding real property, and the following action on the student appeal:

RECONVENE TO OPEN SESSION

Mr. Takano, seconded by Mr. Medina, moved that the Board of Trustees affirm the findings of the hearing panel. Motion carried. (4 ayes, 1 absent [Daley])

Mr. Medina, seconded by Mr. Takano, moved that the Board of Trustees approve the minutes of the regular meeting of October 19, 2004. Motion carried. (3 ayes, 2 absent [Daley, Slocum])

MINUTES OF REGULAR MEETING OF OCTOBER 19, 2004

Mr. Medina, seconded by Mr. Takano, moved that the Board of Trustees approve the minutes of the special meeting of October 28, 2004. Motion carried. (3 ayes, 2 absent [Daley, Slocum])

SPECIAL MEETING OF OCTOBER 28, 2004

Dr. Rotella pulled this item until the December 14th Organizational Meeting.

PRESIDENT'S REPORTS

January 2005 Board Meeting
Dates

Mr. Takano, seconded by Mr. Medina, moved that the Board of Trustees approve the MOU with Riverside County Office of Economic Development through the

Proposed Memorandum of
Understanding for Admini-
stration of Scholarship Funds

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

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

Dr. Rotella pulled items IV-A-1-a-5, IV-A-1-b-2 and V-A-10 for consideration at a Personnel and Labor Relations Committee Meeting in December 2004.

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

Approve the listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 17)

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$2,082,475.69, and District Warrant Claims totaling \$4,979,044.15; (Appendix No. 18)

Approve amendment to employment contracts and terminations as presented; (Appendix No. 19)

Approve the budget transfers as presented; (Appendix No. 20)

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;

STUDENT REPORT

CONSENT ITEMS

Academic Personnel – Position Reclassifications; Classified Personnel – Reclassification of Classified Management Position; and Reclassification of Student Services District Administrators

Action

Academic and Classified Personnel

Purchase Order and Warrant Report – All District Funds

Annuities

Approval – Budget Adjustments

Resolution to Amend Budget – Resolution No. 6-04/05 – 2004-2005 AmeriCorps Teacher and Reading Development Partner-ship Program

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;

Resolution to Amend Budget – Resolution No. 7-04/05- 2004-2005 Independent Living Program

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;

Resolution to Amend Budget – Resolution No. 8-04/05 – 2005 Procurement Assistance Center

Accept the donations as listed; (Appendix No. 21)

Donations

Grant out-of-state travel as listed; (Appendix No. 22)

Out-of-State Travel

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

Information

In accordance with Board Policy 1040.1, the President has accepted the resignations of Ms. Sharon Angrimson, Associate Professor, Nursing, effective December 17, 2004, for retirement; Mr. James Baylor, Associate Professor, Business Administration, effective December 31, 2004, for retirement, Dr. Della Condon, Special Assistant to the President, effective October 31, 2004, for career advancement, Ms. Grace Goodrich, Associate Professor, Accounting/Business/CIS, effective December 16, 2004, for retirement, Mr. John Partida, Assistant Professor, Cosmetology, effective December 31, 2004, for retirement, Ms. Pamela Patey, Professor, Office Administration, effective December 31, 2004, for retirement, Ms. Gail Piestrup, Associate Professor, English, effective December 31, 2004, for retirement, Ms. Cynthia Tenpas, Associate Professor, Library Services, effective December 31, 2004, for career advancement, Ms. Cornelia Wylldestar, Associate Professor, Reading, effective December 31, 2004, for retirement, Mr. Steven Glaudini, Executive Director/Producer, Performance Riverside, effective December 31, 2004, for personal reasons, and Mr. Damian Negrete, Laboratory Technician, effective

Separations

November 11, 2004, for career advancement.

The Board received an informational summary of financial activity from July 1-October 31, 2004.

Monthly Financial Report

BOARD COMMITTEE REPORTS

Academic Affairs and Student Services

Mr. Medina, seconded by Mr. Takano, moved that the Board of Trustees approve the curricular changes for inclusion in the College Catalog and in the schedule of class offerings. Motion carried. (3 ayes, 2 absent [Daley, Slocum]) (Appendix No. 23)

Proposed Curricular Changes

Mr. Medina, seconded by Mr. Takano, moved 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, from November 17, 2004 through December 7, 2004, for \$1,100 payable on December 7, 2004;

Contract with Becky Long

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, on March 8, 2005, for \$350 payable on that date;

Contract with Mitch Fennell

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, on March 8, 2005, for requires a total of \$350 payable on that date;

Contract with Don Gunderson

Approve the contract between Riverside

Contract with Mark Gunderson

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, on March 8, 2005, for \$350 payable on that date;

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, on March 9, 2005, for \$350 payable on that date;

Contract with Don Jaramillo

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, on March 9, 2005, for \$350 payable on that date;

Contract with John Carnahan

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, on March 9, 2005, for \$350 payable on that date;

Contract with Jason Chevalier

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 for the RCC Symphony, from March 15-May 31, 2005, for \$1,100 payable on May 31, 2005;

Contract with Becky Long

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, from April 27-April 30, 2005, for \$1,500 payable on April 30,

Contract with Mitch Fennell

2005;

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, from April 27-April 30, 2005, for \$1,500 payable on April 30, 2005;

Contract with Jerry Junkin

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, from November 22-December 4, 2004, for \$400;

Contract with Amy Schiffner

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 \$700, and authorize the Vice President, Administration and Finance, to sign the contract.

Contract with Amanda Nora

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

Mr. Medina, seconded by Mr. Takano, moved that the Board of Trustees approve the agreement with 24 Hour Fitness Center from January 1-February 10, 2005, for \$1,080, and authorize the Vice President, Administration and Finance, to sign the agreement. Motion carried. (3 ayes, 2 absent [Daley, Slocum])

Use of Facilities – 24 Hour Fitness Center

Mr. Medina, seconded by Mr. Takano, moved 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

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

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 \$10,000, and authorize the Vice President, Administration and Finance, to sign the agreement. Motion carried. (3 ayes, 2 absent [Daley, Slocum])

Mr. Medina, seconded by Mr. Takano, moved 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, from November 17, 2004 through September 30, 2007, and authorize the Vice President, Administration and Finance, to sign the agreement;

Agreement between Magnolia Presbyterian Church After School Program

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, at no cost to the District, from November 17, 2004 through September 30, 2007, and authorize the Vice President, Administration and Finance, to sign the agreement;

Agreement with Trinity Lutheran Church After School Enrichment Program

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 agreement from November 17, 2004 through June 30, 2007.

Agreement with Walden Family Services to Assist in Providing Marketing Research and a Fundraising Campaign

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

Mr. Medina, seconded by Mr. Takano, moved 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, from August 1, 2004 through July 31, 2005, and authorize the Vice President, Administration and Finance, to sign the agreement. Motion carried. (3 ayes, 2 absent [Daley, Slocum])

Agreement between Riverside Community College District and Yosemite Community College District, Child Development Training Consortium

Mr. Medina, seconded by Mr. Takano, moved 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, for a fee not exceed \$4,000. Motion carried. (3 ayes, 2 absent [Daley, Slocum])

Agreement between Riverside Community College District and Organizational Consulting Services

Mr. Medina, seconded by Mr. Takano, moved 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 on October 26, 2004 for Nelson Nameplate Company and be paid \$300 for this service. Motion carried. (3 ayes, 2 absent [Daley, Slocum])

Educational Services Agreement with Nelson Nameplate Company

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

Ratify the contract between Riverside Community College District and TCCF to provide life skills education and training to current and emancipated foster and probation youth from July 1, 2004 through June 30, 2005, for \$10,700, and authorize the Vice President, Administration and Finance, to

Independent Living Program Contract Between Riverside Community College District and The Community College Foundation (TCCF)

sign the contract;

Approve the consultant agreement between Riverside Community College District and Laura Gilpin for the preparation and delivery of a one-hour lecture and group discussion on December 3, 2004, for an amount not to exceed \$1,000, and authorize the Vice President, Administration and Finance, to sign the agreement;

Consultant Agreement between Riverside Community College District and Laura Gilpin

Approve this professional services agreement between RCCD and VisCom Media Development for the development, construction, and hosting of a new website for Workforce Preparation, November 17, 2004 through March 31, 2005, for \$5,000, and authorize the Vice President, Administration and Finance, to sign the agreement;

Professional Services Agreement between Riverside Community College District and VisCom Media Development

Approve this consultant agreement between RCCD and Noreen Bowers, for the preparation and delivery of a lecture on December 3, 2004, for an amount not to exceed \$100, and authorize the Vice President, Administration and Finance, to sign the agreement;

Consultant Agreement between Riverside Community College District and Noreen Bowers

Approve this consultant agreement between RCCD and Vivian Branchik, for the preparation and delivery of a lecture on December 3, 2004, for an amount not to exceed \$100, and authorize the Vice President, Administration and Finance, to sign the agreement;

Consultant Agreement between Riverside Community College District and Vivian Branchik

Approve this consultant agreement between RCCD and Kathryn Johnson, for the preparation and delivery of a lecture on December 3, 2004, for an amount not to exceed \$100, and authorize the Vice President, Administration and Finance, to sign the agreement;

Consultant Agreement between Riverside Community College District and Kathryn Johnson

Approve this consultant agreement between RCCD and Belva Snyder, for the preparation

Consultant Agreement between Riverside Community College

and delivery of a lecture on December 3, 2004, for an amount not to exceed \$100, and authorize the Vice President, Administration and Finance, to sign the agreement;

District and Belva Snyder

Approve this consultant agreement between RCCD and Cordelia Johns, for the preparation and delivery of a lecture on December 3, 2004, for an amount not to exceed \$100, and authorize the Vice President, Administration and Finance, to sign the agreement;

Consultant Agreement between
Riverside Community College
District and Cordelia Johns

Approve this consultant agreement between RCCD and Kathryn Eaves, for the preparation and delivery of a lecture on December 3, 2004, for an amount not to exceed \$100, and authorize the Vice President, Administration and Finance, to sign the agreement;

Consultant Agreement between
Riverside Community College
District and Kathryn Eaves

Approve this consultant agreement between RCCD and Naomi Rhode, for the preparation and delivery of a lecture on December 3, 2004, for an amount not to exceed \$6,000, and authorize the Vice President, Administration and Finance, to sign the agreement;

Consultant Agreement between
Riverside Community College
District and Naomi Rhode

Approve this consultant agreement between RCCD and Dr. Venner Farley, for the preparation and delivery of a keynote address on December 3, 2004, for an amount not to exceed \$3,000, and authorize the Vice President, Administration and Finance, to sign the agreement.

Consultant Agreement between
Riverside Community College
District and Dr. Venner Farley

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

Mr. Medina, seconded by Mr. Takano, moved that the Board of Trustees ratify this agreement to provide Los Angeles Valley College Licensing and set-up of 4faculty.org, from July 1, 2004 through June 30, 2005, and

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

authorize the Vice President, Administration and Finance, to sign the agreement. Motion carried. (3 ayes, 2 absent [Daley, Slocum])

Mr. Medina, seconded by Mr. Takano, moved 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, Administration and Finance, to sign the agreement. Motion carried. (3 ayes, 2 absent [Daley, Slocum])

Blank Agreements for Rental of Theatrical Furnishings and Equipment and Set Rental

Planning and Development

Mr. Takano, seconded by Mr. Medina, moved 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 Irmay Tilton, Director, Cosmetology Division, 1970-1980. Motion carried. (3 ayes, 2 absent [Daley, Slocum])

The Recognition Committee's Recommendation to the Board of Trustees

Mr. Takano, seconded by Mr. Medina, moved 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 amount of \$4,760,000 and \$1,481,912 respectively. Motion carried. (3 ayes, 2 absent [Daley, Slocum])

Track and Field Project/Parking Structure – Phase I

Finance and Audit

Mr. Takano, seconded by Mr. Medina, moved that the Board of Trustees approve the 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. Motion

Contracting Service – Labor Compliance and Fiscal Tracking

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

Mr. Medina, seconded by Mr. Takano, moved that the Board of Trustees award the bid for the rough grading, retaining walls and PE Complex to ASR Construction, in the amount of \$4,393,000, and authorize the Vice President, Administration and Finance, to sign the agreement. Motion carried. (3 ayes, 2 absent [Daley, Slocum])

Award of Bid – Rough Grading, Retaining Walls, and the PE Complex Riverside Campus

Mr. Medina, seconded by Mr. Takano, moved 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. Motion carried. (3 ayes, 2 absent [Daley, Slocum])

Purchase Using California Multiple Award Schedules, Foundation for California Community Colleges via County of Alameda Award, and General Services Administration Federal Supply Service Schedules

Mr. Takano, seconded by Mr. Medina, moved that the Board of Trustees accept revisions to regulations to Board Policies 7045 and 7046 for first reading. Motion carried. (3 ayes, 2 absent [Daley, Slocum])

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

Mr. Medina, seconded by Mr. Takano, moved 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. Motion carried. (3 ayes, 2 absent [Daley, Slocum])

Exercise of Option to Purchase, Land Lease with Option to Purchase by and Between the Redevelopment Agency of the City of Riverside and RCCD

Mr. Medina, seconded by Mr. Takano,

Award of Bid – Martin Luther

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

King High-Tech Center Roof Replacement, Riverside Campus

The Board received for information a copy of the 2003-2004 CCFS-311 Annual Financial and Budget Report.

2003-2004 CCFS-311 – Annual Financial and Budget Report

The Board received for information the 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 Meeting.

Board of Trustees Committee Meeting Minutes

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

ACADEMIC SENATE REPORT

BUSINESS FROM BOARD MEMBERS

Board President Figueroa selected Citizens' Bond Oversight Committee member Virginia Blumenthal as chair of the Citizens' Bond Oversight Committee.

Appointment of the Chair of the Citizens' Bond Oversight Committee

The Board adjourned the meeting at 8:50 p.m. in honor of Carolyn Wiley.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

Report No.: IV-A-1-a

Date: December 14, 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. Department Chair Assignments, Spring Semester 2005

Norco Campus

Business, Engineering and Information Technologies Department

Add:

Assistant Chair	Judy Perhamus	Stipend 0%
Assistant Chair	Cathy Brotherton	Stipend 0%

Remove:

Assistant Chair	John Coverdale
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b. Overload Assignment, Winter Intersession 2005

The individuals specified on the attached list.

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

The individuals specified on the attached list.

d. Overload Assignment, Fall Semester 2004

<u>Name</u>	<u>Subject</u>
Barbara Hall	Anthropology

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

<u>Name</u>	<u>Subject</u>
Kathleen Fischer	Administration of Justice
Gilbert Jimenez	History
Kimberly Jones	Fire Technology
Michael Kennedy	Fire Technology
Mitch Lee	Emergency Medical Services

f. Special Assignments

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

Subject: Academic Personnel

2. Position Reclassifications

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

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

<u>Incumbent</u>	<u>From</u>	<u>To</u>
Salvatore Rotella	President	Chancellor No Change in Salary
James Buysse	Vice President, Administration and Finance Salary Range: 21.4	Vice Chancellor, Administration and Finance Salary Range: No Change
Linda Lacy	Vice President, Student Services and Operations Salary Range: 21.2	Vice Chancellor, Student Services and Operations Salary Range: No Change
Ray Maghroori	Vice President, Academic Affairs Salary Range: 21.3	Vice Chancellor, Academic Affairs Salary Range: No Change
Lorraine Anderson	Associate Dean, Admissions and Records Salary Range: 18.4	District Dean, Admissions and Records Salary Range: 19.0
Pankaj Bajaj Reporting	Director, Effectiveness Services (Classified Management) Salary Range: 18.6	Dean/Director, Institutional and Academic Services (Academic Management) Salary Range: 19.0
Paula McCroskey	Associate Dean, Disabled Student Programs and Services Salary Range: 18.4	District Dean, Disabled Student Programs and Services Salary Range: 19.0
Patricia Smith	Director, College Health Services Salary Range: 16.8	District Director, Health Services Salary Range: 17.0
Eugenia Vincent	Associate Dean, Financial Services Salary Range: 18.4	District Dean, Student Financial Services Salary Range: 19.0
William Vincent	Associate Dean, Public Safety Education and Training Salary Range: 18.4	Dean, Public Safety Education and Training Salary Range: 19.0
Cecilia Wong	Dean, Library/Learning Resources Salary Range: 19.4	Executive Dean, Technology and Learning Resources Salary Range: 19.9
Vacant	Associate Dean, Physical Education and Athletics Salary Range: 18.9	District Dean, Physical Education and Athletics Salary Range: 19.0

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

Report No.: IV-A-1-b

Date: December 14, 2004

Subject: Classified Personnel

1. Appointments

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

a. District

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Tracy Allbright	Clerk Typist (Human Resources)	01/05/05	13-1	Appointment
Maria Castro	Certified Athletic Trainer	12/15/04	21-4	Promotion
Preston Galusky	Laboratory Technician (Life Sciences – part-time, 50%)	01/03/05	17-1	Appointment

b. Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Sinar Lomeli	Educational Advisor (Gear Up/ Passport Plus – part-time, 80%)	12/15/04	18-2	Reinstatement
Shelley Medina	Secretary I/Moreno Valley Campus (Talent Search – part-time, 50%)	12/15/04	14-1	Appointment

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 Project

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

Record telephone messages for RCC District (11/01/04 – 06/30/05)

Charles Abernathy – Total amount not to exceed \$500

Subject: Classified Personnel

2. Temporary Extension of Permanent Part-time Position

The area dean has requested a temporary extension of the permanent part-time position of Laboratory Technician (Norco Campus) held by David Daley from 75% to 100%; and whereas this request has the approval of the area Provost.

It is recommended the Board of Trustees approve the temporary extension of the permanent part-time position of Laboratory Technician (Norco Campus) from 75% to 100%, retroactive to November 15, 2004.

3. Military Leave

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

It is recommended the Board of Trustees approve/ratify leave for military reserve duty for Leslie Salas, classified employee, for the period of December 1 – 13, 2004 (a total of 9 working days). Ms. Salas meets the college service requirements.

4. Requests for Leave Under the Federal Family and Medical Leave Act of 1993

It is recommended the Board of Trustees approve/ratify requests for leave under the Federal Family and Medical Leave Act of 1993, not to exceed the maximum allotment of 12 weeks (480 hours), for classified employees Daniel Castro, retroactive to November 17, 2004 and Malialani Lilly, retroactive December 6, 2004.

5. Request to Adjust Classified Bargaining Unit Employee's Length from 12 Months to 11 Months

At its regular meeting of November 16, 2004, the Board of Trustees approved a classified bargaining unit reclassification for Jagruti Patel from Laboratory Technician to Chemistry Laboratory Coordinator. The Chemistry Laboratory Coordinator position should have been noted that it was an 11-month position.

It is recommended the Board of Trustees approve the Chemistry Laboratory Coordinator position as an 11-month position, retroactive to November 16, 2004.

Report No.: IV-A-1-b

Date: December 14, 2004

Subject: Classified Personnel

6. Request for an Administrative Leave With Pay for Classified Employee

It is recommended the Board of Trustees approve/ratify an administrative leave with pay for John Stagno, Officer, Safety and Police (part-time, 60%), retroactive to November 16, 2004 until further notice.

7. Leave Without Pay Due to Suspension

It is recommended the Board of Trustees approve a leave without pay for Richard Kasner, Groundsperson, effective December 16 and 17, 2004 (a total of 2 working days).

8. Separation

In accordance with Board Policy 1040.1, the President has accepted the resignation of the individual listed below:

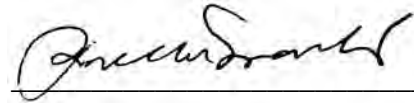
<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Barbara McVickar	Budget Control Clerk	12/30/04	Retirement

Report No.: IV-A-1

Date: December 14, 2004

Subject: Classified Personnel

Submitted by:



Rosella Q. Marilao
Associate Vice President, Human Resources

Transmitted to the Board by:

Salvatore G. Rotella
President

Concurred by:

Ray Maghroori
Vice President, Academic Affairs

James L. Buysse
Vice President, Administration and Finance

Linda Lacy
Vice President, Student Services/Operations

Brenda Davis
Provost, Norco Campus

Richard Tworek
Provost, Moreno Valley Campus

<u>Name</u>	<u>Subject</u>
Adams, Barbara	Speech Communication
Alexander, Douglas	Counseling (DSPS)
Allen, Thomas	English
Andacheh, Khalil	Anthropology/Sociology
Anderson, Kristine	English
Anguiano, Joe	English
Bader, Melissa	English
Baker, David	Sociology
Banks, James	Human Services
Barboza, Matthew	Computer Information Systems
Beck, Rex	Business Administration
Beckstrom, Douglas	Dental Technology
Bemis, Chad	Mathematics
Bernier, Daniel	Chemistry
Bhatia, Shailesh	Computer Information Systems
Biancardi, Fabian	Political Science
Blair, Scott	Astronomy
Boelman, Peter	Economics
Briggs, Cordell	English
Brockenbrough, Celia	Library Services
Brown, Ellen	Counseling/Guidance
Brown, Scott	Counseling
Brown, Timothy	Reading
Brown, William	Physical Education
Burchett, Gregory	Biology/Health Science
Chaks, Michael	Accounting
Chapman, Dee	Counseling
Cheney, James	Astronomy
Cluff, Michael	English
Colapinto, Eileen	Middle College HS
Cordery, Janet	Counseling
Cordier, Gerald	Engineering
Coverdale, John	Computer Information Systems
Crasnow, Sharon	Philosophy
Cramm, Kenneth	Mathematics
Cregg, James	Computer Information Systems
Cryder, Michael	Biology
Dassow, Arthur	Counseling/Guidance
Daddona-Moya, Michelle	Physical Education
Davin, Richard	Sociology
DeGuzman, Joseph	Mathematics
DeRose, Nicole	Biology
DeWitt, Kathleen	Early Childhood Education
Dean, Leslie	Geography
DiBenedetto, Tamra	English

<u>Name</u>	<u>Subject</u>
Douglass, Kelly	English
Drake, Sean	Mathematics
Duran, Jose	Business Administration/Marketing
Eckstein, Joseph	Geography
Elder, Gregory	History/Humanities
Farris, Katheryn	Physical Education
Finner, Richard	Graphics Technology
Fontaine, Robert	Emergency Medical Services
Forlenza, Gerard	History
Frewing, Janet	Mathematics
Fry, Maureen	Reading/Learning Disabilities
Gibbons-Anderson, Joan	Speech Communication
Gobatie, Cynthia	Philosophy
Green, Monica	Counseling
Haghighat, Dariush	Political Science
Haines, Mark	Dance
Hall, Barbara	Anthropology
Hall, Lewis	Computer Information Systems
Hamerslough, Rhonda	Dental Hygiene
Hanson, Virginia	Anatomy and Physiology
Haugh, Judy	Counseling
Havener, Kathy	Nursing
Herzig, Paul	Computer Information Systems
Hill, Jimmie	Counseling/Guidance
Hopkins, John	Art
Howard, Lin	English
Howard, Lisa	Nursing
Issa, Ali	Health Science
Jeter, Charlene	Counseling
Jiang, George	English
Jimenez, Gary	Counseling
Johnson, Brian	Mathematics
Johnson, Fen	Mathematics
Judon, LaNeshia	Business Administration
Kime-Hunt, Ellen	Chemistry
Kobzeva-Herzog, Elena	Spanish
Kollitz, Janice	English
Kreitner, Lani	English
Kross, Carolyn Sue	Nursing
LaCava, Wilma	Nursing
Lange, Mary	Nursing
Lesser, Donna	Dental Hygiene
Lewis, Mark	Speech Communication
Lomayesva, Dwight	History
Lowden, Clara	Physical Education

<u>Name</u>	<u>Subject</u>
Loveridge, Kelly	Counseling
Lowry, Stephanie	Nursing
MacDougall, Diana	American Sign Language
Mahon, Richard	Humanities
Masterson, Romulus	Philosophy
Matsos, Peter	Psychology
McDonald, Robert	Guidance
McLeod, Scott	Computer Information Systems
McQuead, Michael	Computer Information Systems
Meier, Barry	Physical Education
Mills, David	English
Montaño, Michael	Mathematics
Morales, Herbert	Mathematics
Morrison, James	Biology
Mowrey, Jodi	American Sign Language
Namekata, James	Mathematics
Nollette, Christopher	Emergency Medical Services
O'Connell, Paul	Automotive Technology
Ortega, Daniel	Counseling
Osgood-Treston, Brit	English
Pacheco, Maria	Counseling
Pardee, Ronald	Business Administration
Parker, Alfred	History
Parks, Jason	Mathematics
Parks, Scott	Physical Education
Pauley, Blaga	Mathematics
Payan, David	Counseling
Peña, Larry	Counseling
Perhamus, Judith	Computer Information Systems
Pfeifle, Ann	History
Pfenninger, Michele	English
Pietro, John	Mathematics
Reid, Miguel	English
Reynolds, Joseph	Counseling
Robles, Andy	Mathematics
Robson, Susan	Nursing
Rocco, Christopher	Humanities
Rogers, Dennis	Physical Education
Romero, Clarence	Psychology
Rosario, John	Anatomy & Physiology
Rowe, Phyllis	Nursing
Ruiz, Rogelio	Mathematics
Ruiz, Ronald	Psychology
Ryder, Mary	Counseling
Sarkis, Rosemarie	Arabic

<u>Name</u>	<u>Subject</u>
Saxon, Kathleen	Mathematics
Schaadt, Beverlyann	Mathematics
Schall, Janice	Sociology
Schinke, Ward	Political Science
Sell, Kathleen	English
Shaw, Terrance	Biology
Sigloch, Steven	Physical Education
Skiba, Karin	Art
Smith, Deborah	Mathematics
Stearns, Frank	Accounting
Sternburg, Charles	Health Science
Stone, Rachel	American Sign Language
Stone, Sylvia	Nursing
Thompson, Oliver	Administration of Justice
Titus, Patrick	Counseling
Tjandra, Margaret	English as a Second Language/English
Tutor, Patricia	Nursing
Ulloa, Yuri	Automotive Technology
Urquizu, Linda	Library Services
VantHul, Tammy	Nursing
Waxman, David	Physical Education
Wilcoxson, Don	Business Administration
Williams, Edward	English
Woods, Kristi	History
Worsham, Patricia	Accounting
Yates, Sharon	Early Childhood Studies
Yglecias, Elizabeth	Guidance
Yoshino, Ron	History
Young, John	Economics
Zwart, Gail	Business Administration/Management

NAME	SUBJECT
Aandahl, Larry	Air Conditioning
Abel, Michael	Administration of Justice
Abu-Shabakeh, Katherine	English
Acharya, Lalit	Speech Communication
Adame, James	Dental Hygiene
Aguilar, Jairo	Mathematics
Allen, Douglas	Fire Technology
Allison, Robert	Fire Technology
Alm, Mitchell	Administration of Justice
Almy, Janice	Reading
Altheide, Richard	Administration of Justice
Amodeo, Margaret	Counseling
Andersen, Charles	Computer Information Systems
Anderson, David	Fire Technology
Anderson, Kimberly	Nursing
Andrade, Henry	Physical Education
Ardis, Jule	Humanities
Arguelles, Rudolph	Physical Education
Arlandson, James	English
Arnold, Homer	Art
Assumma, Fran	Administration of Justice
Aubele, Joseph	Library Services
Austin, Sara	Philosophy
Badal, Gloria	Political Science
Bainum, Pamela	Office Administration
Baldwin, Sayori	Human Services
Ballard, Rubye	Library Services
Barbee, Michael	Physical Education
Barris, Mary	Computer Information Systems
Basta, Catherine	English
Bates, Scott	Administration of Justice
Baxter, Judith	Nursing
Beckman, Duane	Administration of Justice
Behr, Richard	Administration of Justice
Bender, John	Business Administration
Bender, Marc	Administration of Justice
Benoit, John	Computer Information Systems
Berber, Alicia	Physical Education
Bergendahl, Kellie	Dental Hygiene
Bergreen, Gary	Computer Information Systems
Berry, Thomas	Speech Communication
Bhatia, Anish	Office Administration
Black, Alicia	Early Childhood Studies
Boboye, Jackie	Guidance
Boehm, Robert	English

NAME	SUBJECT
Boerner, Gerald	Computer Information Systems
Boerner, Grace	Computer Information Systems
Boos, Marbeth	Early Childhood Studies
Boots, Kent	Administration of Justice
Borden, Thomas	Physical Education
Bosworth, Brian	Art
Boyd, John	Administration of Justice
Bringhurst, Frederick	Early Childhood Studies
Britt, Vivian	Library Services
Brophy, Gene	Reading
Brown, Amanda	Mathematics
Brown, Amelia	English
Brown, David	Administration of Justice
Brown, Jami	Sociology
Brown, Leslie	Art
Brown, Michelle	Physical Education
Browne, Vern	Computer Information Systems
Bueche, Bernard	Administration of Justice
Buhr, Edward	Mathematics
Bushman, Fran	Counseling
Bushman, Linda	Dental Hygiene
Buttermore, Jan	Computer Information Systems
Canizales, Michael	Administration of Justice
Carlton, Robert	English
Carmello, Alice	Real Estate
Carroll, Marian	Speech Communication
Carver, Victoria	Administration of Justice
Casella, Daniel	Counseling
Cerini, Bret	Fire Technology
Chaks, Leslie	Counseling
Chambers, Dean	Accounting
Chatfield, Anthony	Physical Education
Chavez, Anna	Dance
Chavez, Timothy	Fire Technology
Chiu, Kuei	Library Services
Cho, Yoon-Sung	Humanities
Ciccione, Casey	Administration of Justice
Cisneros, Cory	Fire Technology
Cleary, Joseph	Administration of Justice
Clements, Kristen	Fire Technology
Cohen, Heath	Fire Technology
Coronado, Rita	English
Cortez, John	Fire Technology
Cortez, Shaylene	Office Administration
Cortner, Kim	English

NAME	SUBJECT
Cook, Jana	Administration of Justice
Covert, Slavica	Anatomy & Physiology
Cox, Robert	Fire Technology
Creed, Lorri	Administration of Justice
Creeden, Catherine	Guidance
Crist, Linda	Mathematics
Cummins, Shawn	Physical Education
Currie, Scott	Administration of Justice
Curtis, Theodore	Administration of Justice
Dang, Paul Nhut	Office Administration
Davar, Mehrdad	Computer Information Systems
Davis, Joyce	Library Services
Dawson, Darrelle	Office Administration
Deets, Kristin	Speech Communication
Delarosa, John	Administration of Justice
Dimaggio, Mark	Administration of Justice
Dirende, Dana	English
Dobson, Nancy	Nursing
Donovan, Martha	Health Science
Driver, Janet	Mathematics
Dudash, Leigh	Geography
Dunn, Paul	Computer Information Systems
Duvvuri, Indira	Computer Information Systems
Edmundson, Larry	Speech Communication
Edwards, Benjamin	Mathematics
Elwell, Timothy	Administration of Justice
Erdle, Harvey	Physical Education
Esquivel-Wessler, Raquel	Paralegal Studies
Estes, Nancy	Music
Farrand, Catherine	Art
Farris, Mathew	Photography
Felgar, Darrayl	Fire Technology
Feller, Kimberly	Office Administration
Ferguson, David	Fire Technology
Fetherolf, Louis	Administration of Justice
Figuroa, Michael	Administration of Justice
Foster, Donald	Music
Fox, Barry	Fire Technology
Frank, Candace	English
Fredendall, Dana	Administration of Justice
Freim, Nicole	English
Friedman, Diana	Computer Information Systems
Fuller, Babette	Computer Information Systems
Funder, Patricia	Physical Education
Garcia, Daniel	Administration of Justice

<u>NAME</u>	<u>SUBJECT</u>
Garthwaite, Kim	Administration of Justice
Gartley, William	English
Gemende, Margarita	Administration of Justice
Gerger, Debra	Dental Hygiene
Glass, Shirley	Nursing
Golder, Patricia	English
Gonzales, Lisa	Office Administration
Gonzalez, Lawrence	Administration of Justice
Gordon, Cynthia	Philosophy
Gordon, Johanna	Administration of Justice
Gray, Alexis	Anthropology
Gregg, Alex	Fire Technology
Griggs, Frederick	Fire Technology
Grossman, Walter	Geology
Grzeskowiak, Peter	Fire Technology
Guertin, Jeanne	Mathematics
Guldhammer, Bente	Guidance
Gutierrez, Jerry	Administration of Justice
Hagopian, Verge	English
Hake, Mark	Administration of Justice
Halili, Roberto	Sociology
Hammers, Larry	Fire Technology
Hannum, Natalie	Fire Technology
Hansen, Cheryl	Physical Education
Hargis, Craig	English
Harris, Alex	Administration of Justice
Hashemi, Seyed	Mathematics
Hatrak, Yvette	English
Hausfeld, Gretchen	Music
Head, Daniel	Physical Education
Heidary, Payam	Psychology
Henes, Matthew	Mathematics
Henn, Joseph	Chemistry
Herreman, Guy	Paralegal Studies
Hewitt, Edwin	Graphics Technology
Hicks, Linda	Physical Education
Hill, Janet	Sociology
Hinckley, David	English
Hokett, Norene	Speech Communication
Hoover, Jerry	Dental Technology
Hoover, Kent	Administration of Justice
Hull, Tracy	Sociology
Hulshof, Lidia	Dental Hygiene
Hurlbutt, Michelle	Dental Hygiene
Huseth, Scott	Computer Information Systems

<u>NAME</u>	<u>SUBJECT</u>
Ivey, James	Anatomy & Physiology
Jackson, James	Health Science
Jennings, Micheal	Fire Technology
Johnson, David	Physical Science
Johnson, James	Administration of Justice
Johnson, Terry	English
Johnston, Jennifer	Early Childhood Studies
Johnston, Leticia	Spanish
Jones, Merchell	Administration of Justice
Jones, Richard	Music
Kassotis, Kristina	Physical Education
Katz, Suzanne	History
Kaufhold, Berkley	English
Kaye, Jeremy	English
Keating, Jerome	Computer Information Systems
Keith, Thomas	Philosophy
Kelleher, Phillip	Fire Technology
Kennedy, Michael	Fire Technology
Kenney, Marilyn	Office Administration
Kent, Michael	English
Kim, Myong-Sook	Mathematics
Kipp, Ronald	Administration of Justice
Knaff, Devorah	Anthropology
Knight, Wayne	Philosophy
Koehler, Pamela	Administration of Justice
Koh, Soong-Hee	English
Korson, Thomas	English
Kraus, Lee	English
Kusy, Steven	Administration of Justice
Lafferty, Michael	Political Science
Lam, Holly	Mathematics
Lamoureux, Kelly	Dance
Langille, Karen	Office Administration
Lansing, Sandra	English
Lau, Philip	Accounting
Lee, Chang	Spanish
Lee, Charles	Computer Information Systems
Leivas, Michael	Computer Information Systems
Lesueur, Summer	Dance
Levy, Andrew	Theater Arts
Lippire, Kristine	Art
Longway, Mark	Counseling
Lopez, Gertrude	Guidance
Loverde, Andrew	English
Maddux, Michael	Administration of Justice

<u>NAME</u>	<u>SUBJECT</u>
Mahon, Cynthia	Political Science
Mahoney, Paul	Physical Education
Maldonado, Gregory	Music
Maldonado, Teddi	Speech Communication
Manges, William	Office Administration
Manross, Debra	Speech Communication
Marlo, Susan	Business Administration
Marsh, Rebecca	English
Martinez, Cris	Administration of Justice
Mason, Robert	Computer Information Systems
Mauldin, Marcus	English
Mazur-Stommen, Susan	Anthropology
Mbolo, Billington	Mathematics
McCarthy, Louis	Computer Information Systems
McDonald, Patti	Guidance
McKinney, James	Mathematics
McManus, Patrick	Administration of Justice
McManus, Timothy	Administration of Justice
McNamara, Joseph	Administration of Justice
Mecham, Anthony	Fire Technology
Megas, Alexander	Music
Melodia, Joseph	English
Mettrick, Jon	Psychology
Meyer, Wally	Administration of Justice
Micham, Wendy	Psychology
Miller, David	English as a Second Language
Miller, Lori	English
Milner, Amite	Psychology
Mohlenhoff, Mary	English
Moker, Richard	Administration of Justice
Money, Brian	Administration of Justice
Monroy, Julio	Spanish
Montemayor, Juan	Office Administration
Moore, Wallace	Computer Information Systems
Moynes, Jon	English
Munsey, Kenneth	Fire Technology
Namekata, Douglas	Physical Education
Nash, Patrick	Administration of Justice
Neglia, Phillip	Administration of Justice
Nielsen, Lawrence	Administration of Justice
Niswonger, Jerome	Business Administration
Norton, Kristen	Psychology
Norwine, Brent	Fire Technology
Nugent, Randall	Emergency Medical Services
Nugent, Yvonne	Emergency Medical Services

<u>NAME</u>	<u>SUBJECT</u>
O'Donnell, Michael	Administration of Justice
Odil, Orby	Fire Technology
Oliva, Deborah	Administration of Justice
Oliver, Trudy	Early Childhood Studies
Olson, Mark	Dance
O'Neal, John	Computer Information Systems
Orton, Renee	Speech Communication
Paine, Kristy	Administration of Justice
Papas, Constantine	English
Paredes, Mark	Physical Education
Parker, Debra	Fire Technology
Parker, LaTonya	Counseling
Parsons, Jimmy	Administration of Justice
Pattison, Anne	Counseling
Patton, Gary	Office Administration
Payne, Lawrence	Sociology
Peebles, Robert	Administration of Justice
Perez, David	English
Perez, Ricky	Administration of Justice
Perotti, Robert	Fire Technology
Peters, Steven	Administration of Justice
Pico, Phillip	Administration of Justice
Pippen, John	Political Science
Pirch, Richard	Computer Information Systems
Potter, Mark	Administration of Justice
Powell, Elena	English as a Second Language
Pramschofer, Susan	English
Quinn, Judy	Administration of Justice
Qumsiya, John	Mathematics
Racataian, Cristian	Computer Information Systems
Racataian, Valentin	Mathematics
Rainey, Arthur	Computer Information Systems
Ramirez, Candace	English
Ramirez, Javier	Art
Ramos, Andre	Administration of Justice
Ramos, Jennifer	English
Ramseyer, Diana	English
Rangel, Francisco	Accounting
Rappaport, Robert	Fire Technology
Rawley, James	English
Reed, Harold	Administration of Justice
Reeves, Daniel	Administration of Justice
Regino, Rolando	English
Reh, Michael	Physical Education
Renney, Michael	Administration of Justice

NAME	SUBJECT
Rice, Wallace	Administration of Justice
Riddell, Jeannette	English
Ridley, Roger	History
Ries, Richard	Mathematics
Robinson, Nicole	Dance
Rodriguez, Paul	Mathematics
Rojo, Andy	Physical Education
Rose, Robert	Administration of Justice
Rosenberg, Donald	Speech Communication
Rozo, Nelson	Administration of Justice
Russell, Dorothy	Administration of Justice
Russo, Rachele	Physical Education
Sanchez, Lizbeth	Spanish
Sandoval, Adriana	Physical Education
Sargent, Marilyn	English
Sarigiani, Lisa	English
Sausser, Darrell	Music
Scanlon, Gail	Fire Technology
Schneidewind, Sandra	Dental Hygiene
Schwankle, David	English
Scott, Frank	Office Administration
Seaver, Michael	Computer Information Systems
Sheppy, Robert	Computer Information Systems
Shirinian, Margarita	English as a Second Language
Singh, Padam	Mathematics
Singh, Peggy	Physical Education
Skaggs, Ronald	Construction Technology
Snell, Lea	Physical Education
Snitker, Nicole	Dental Hygiene
Snodgrass, James	Fire Technology
Soltz, James	Administration of Justice
Soltz, Stephen	Fire Technology
Somers, Rita	Reading
Souza, Jonella	Counseling/Guidance
Spidle, Lester	Administration of Justice
Stamenkovic, Vera	Anatomy & Physiology
Steiling, Daniel	Geography
Stephens, Heather	Theater Arts
Strang, Charles	Administration of Justice
Stratton, Jason	History
Street, David	Administration of Justice
Sullivan, Eric	English
Sweeney, Caren	Art
Takakura, Ilona	Reading
Taylor, Robert	Dental

<u>NAME</u>	<u>SUBJECT</u>
Tetrick, Thomas	Office Administration
Tetley, Judith	Guidance
Thomas, Latrice	Reading
Thomas, Wendy	Administration of Justice
Tilton, Dennis	English
Tingle, Terrence	Administration of Justice
Tinker, Robert	Fire Technology
Tochtrop, Martin	Administration of Justice
Tombs, Terry	Anthropology
Torre, Sandra	Office Administration
Townsend, Norma	Music
Townsend, Toby	Philosophy
Tran, Victor	Mathematics
Turner, Kimberly	English
Turnier, Arthur	Administration of Justice
Van Lierop, Jeffrey	Fire Technology
Van Winkle, Dennis	Administration of Justice
Vander Meiden, Sharon	Art
Varga, Charles	Administration of Justice
Vega Sanchez, Mario	Spanish
Vergara, Raul	Administration of Justice
Villasenor, Silvia	Health Science
Visser, Alma	Early Childhood Studies
Waggoner, Jean	English as a Second Language
Wagner, Stephen	Anatomy & Physiology
Wakefield, Thaddeus	English
Wardak, Mohammad	Mathematics
Warden, Marine	Psychology
Waters, Christopher	Administration of Justice
Watrous, James	Computer Information Systems
Watson, Harry	Mathematics
Weddington, Michael	Fire Technology
Weis, Anh	Mathematics
Weiser, William	Fire Technology
Wellner, Laurie	Early Childhood Studies
Wheeler, Richard	Administration of Justice
White, Debra	Speech Communication
Whitt, Ronald	Administration of Justice
Wilhite, Charles	Administration of Justice
Williams, Bruce	Computer Information Systems
Williams, Richard	Computer Information Systems
Wilmot, Elda	Spanish
Wilson, Bryan	Administration of Justice
Wilson, Gladys	Office Administration
Wilson, James	Fire Technology

<u>NAME</u>	<u>SUBJECT</u>
Wilson, Martena	Physical Education
Woods, Heather	Administration of Justice
Worby, Glen	Administration of Justice
Yankee, Alan	Music
Ybarra, Daniel	Administration of Justice
Ybarra, Thomas	Administration of Justice
Yoshinaga, Ann	Fire Technology
Zeller, Michael	Mathematics
Zentgraf, Bonita	Early Childhood Studies
Zurita, Marcial	Mathematics

Professional Growth Advisor Trainings (Winter Intersession & Spring Semester 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 \$290 per semester and \$1,000/FY

Riverside School for the Arts (Winter Intersession 2005)

Participate as a choreographer and collaborator in an opera production project based on the RSA curriculum model; document in writing aspects of the collaboration related to RSA's mission and goals. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Joanne Dierdorff – Total amount to be paid not to exceed \$2,060.80

Customized Training (Winter Intersession 2005)

Customized training for the City of Corona – Succession Planning. Compensation at Group 3, Step 3 of the Faculty Hourly Salary Schedule.

Ron Pardee – Total amount to be paid not to exceed \$400

Voice of RCC (November 1, 2004 – June 30, 2005)

Record telephone messages for the District. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Gwendolyn Yount – Total amount to be paid not to exceed \$700

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Sheila Faulkner-Loser	Clerical Substitute	11/01/04-12/10/04	16-1
Rafael Alvarez	Senior Tool Room Assistant, Sub	11/09/04-06/30/05	16-1

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Daniel Evans	Coach, Summer Activities	08/17/04-08/25/04	17.54/hour
Allan Lovelace	Coach, Summer Activities	08/17/04-08/25/04	17.54/hour
Melissa Gibson	Community Service Officer	12/01/04-06/30/05	14.00/hour
Allison Kohlmeier	Community Service Officer	12/01/04-06/30/05	14.00/hour
Doreen Ocegueda	Community Service Officer	12/01/04-06/30/05	14.00/hour
Terence White	Community Service Officer	12/01/04-06/30/05	14.00/hour
Jay Baker	Educational Assistant	11/01/04-06/30/05	6.75/hour
Loredina Chude	Educational Assistant	11/01/04-06/30/05	6.75/hour
Jeanette Baker-Shaw	Educational Assistant	11/01/04-06/30/05	6.75/hour
Sondra Gomez	Educational Assistant	11/01/04-06/30/05	6.75/hour
Paul Karandos	Educational Assistant	11/01/04-06/30/05	6.75/hour
Sarah Ross	Educational Assistant	11/01/04-06/30/05	6.75/hour
Jennifer Ontiveros	Evaluator, Admin. of Justice	11/01/04-06/30/05	10.00/hour
Ernest Payne	Evaluator, Admin. of Justice	11/01/04-06/30/05	10.00/hour
Tammie Hogmire	Food Services Assistant	10/12/04-06/30/05	9.00/hour
Daniel Fisk	Instructional Aide I	11/01/04-06/30/05	6.75/hour
Klarissa Saenz	Instructional Aide I	11/22/04-06/30/05	6.75/hour
Belinda Sanchez	Instructional Aide I	11/01/04-06/30/05	6.75/hour
Catherine Silvas	Instructional Aide I	11/01/04-06/30/05	6.75/hour
Larin Lucero	Instructional Aide II	10/01/04-06/30/05	7.25/hour
Donna Moore	Instructional Aide II	11/01/04-06/30/05	7.25/hour
Brady Arrington	Interpreter I	11/20/04-11/20/04	10.00/hour
Hiroko Komori	Interpreter III	11/20/04-11/20/04	18.00/hour

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Jeremy Thomas	Lab Aide I	11/01/04-06/30/05	6.75/hour
Brianna Ballestero 10.00/hour	Lab Aide II	10/30/04-06/30/05	
Matt Roberts 10.00/hour	Lab Aide II	11/08/04-06/30/05	
Bradley Smith 10.00/hour	Lab Aide II	10/30/04-06/30/05	
Amanda Bell	Office Assistant I	11/18/04-06/30/05	9.00/hour
Patrice Dixson	Office Assistant I	10/18/04-12/30/04	9.00/hour
Efrain Cantabrana 10.00/hour	Office Assistant II	11/15/04-06/30/05	
Jessica Aldasoro 14.00/hour	Office Assistant IV	11/08/04-02/08/05	
Pamela Carnahan 14.00/hour	Office Assistant IV	11/08/04-06/30/05	
Ruth Reyes	Office Clerk	09/21/04-06/30/05	7.00/hour
Katherine Young	Office Clerk	09/01/04-06/30/05	7.00/hour
Shaheen Saiyed	Operations Clerk	11/01/04-06/30/05	7.50/hour
Joan Llana	Stage Technician I	10/01/04-06/30/05	7.00/hour
Molly Staggs	Stage Technician II	10/01/04-06/30/05	7.50/hour
Jessica Shelton	Stage Technician III	10/01/04-06/30/05	8.50/hour

VOLUNTEERS
BOARD RESOLUTION 10-97/98

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
John Czimbab	Athletics	12/07/04-12/11/04
Joseph Domagalski	Athletics	12/07/04-12/11/04
Dawnisha McDonald	Athletics	09/02/04-12/30/04
Dominick Spencer	Athletics	09/02/04-12/30/04
Diana Ruiz	Early Childhood Studies	11/10/04-05/10/04
Ricky Acedo	Health, Human and Public Services	09/01/04-03/01/05
Victor Agramon	Health, Human and Public Services	09/01/04-03/01/05
Christian Aguayo	Health, Human and Public Services	09/01/04-12/18/04
Bolton Allred	Health, Human and Public Services	09/01/04-12/18/04
Gilbert Amaya	Health, Human and Public Services	09/01/04-12/18/04
Jennette Anderson	Health, Human and Public Services	09/01/04-12/18/04
Kyle Anderson	Health, Human and Public Services	09/01/04-12/18/04
Brandon Arroyo	Health, Human and Public Services	09/01/04-12/18/04
Ruth Barrera	Health, Human and Public Services	09/01/04-12/18/04
Mike Basye	Health, Human and Public Services	09/01/04-03/01/05
Crystal Beasley	Health, Human and Public Services	09/01/04-12/18/04
Victor Bedolla	Health, Human and Public Services	09/01/04-03/01/05
Jacob Bellflower	Health, Human and Public Services	09/01/04-12/18/04
Ryan Bertka	Health, Human and Public Services	09/01/04-03/01/05
Benjamin Bishop	Health, Human and Public Services	09/01/04-12/18/04
Justin Bliss	Health, Human and Public Services	09/01/04-12/18/04
Christian Borja	Health, Human and Public Services	09/01/04-12/18/04
Chris Bowen	Health, Human and Public Services	09/01/04-03/01/05
Brenda Brabec	Health, Human and Public Services	09/01/04-12/18/04
William Bringhurst	Health, Human and Public Services	09/01/04-12/18/04
Angel Brown	Health, Human and Public Services	09/01/04-12/18/04
Joel Brown	Health, Human and Public Services	09/01/04-12/18/04
Robert Buhre	Health, Human and Public Services	09/01/04-12/18/04
Elizabeth Calverley	Health, Human and Public Services	09/01/04-12/18/04
Suzie Carter	Health, Human and Public Services	09/01/04-12/18/04
Eleazar Cervantes	Health, Human and Public Services	09/01/04-12/18/04
Joseph Chavez	Health, Human and Public Services	09/01/04-12/18/04
Christopher Collins	Health, Human and Public Services	09/01/04-12/18/04

Aaron Colonelli	Health, Human and Public Services	09/01/04-12/18/04
Nathan Crewdson	Health, Human and Public Services	09/01/04-12/18/04
Joe Crittendon	Health, Human and Public Services	09/01/04-12/18/04
Serena Cryar	Health, Human and Public Services	09/01/04-12/18/04
Daniel DeYoung	Health, Human and Public Services	09/01/04-12/18/04

VOLUNTEERSBOARD RESOLUTION 10-97/98 - CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Abraham Diaz	Health, Human and Public Services	09/01/04-12/18/04
Ryan Dickson	Health, Human and Public Services	09/01/04-12/18/04
Arena Dunlap	Health, Human and Public Services	09/01/04-12/18/04
Merlin Echeгойen	Health, Human and Public Services	09/01/04-12/18/04
Karyn Evans	Health, Human and Public Services	09/01/04-12/18/04
Zachary Eye	Health, Human and Public Services	09/01/04-12/18/04
Alan Fichtner	Health, Human and Public Services	09/01/04-12/18/04
Brandyn Fisher	Health, Human and Public Services	09/01/04-12/18/04
Tim Gandapermana	Health, Human and Public Services	09/01/04-12/18/04
Alexander Garcia	Health, Human and Public Services	09/01/04-03/01/05
Suzanne Ghaly	Health, Human and Public Services	09/01/04-12/18/04
David Gilstrap	Health, Human and Public Services	09/01/04-12/18/04
Allison Goldman	Health, Human and Public Services	09/01/04-12/18/04
Matthew Gotta	Health, Human and Public Services	09/01/04-03/01/05
Kristina Green	Health, Human and Public Services	09/01/04-12/18/04
Jessica Greenwalt	Health, Human and Public Services	09/01/04-12/18/04
Jonathan Guillen	Health, Human and Public Services	09/01/04-12/18/04
Ronnie Haddox	Health, Human and Public Services	09/01/04-03/01/05
Daniel Heredia	Health, Human and Public Services	09/01/04-03/01/05
Alberto Hernandez	Health, Human and Public Services	09/01/04-03/01/05
Ernesto Hernandez	Health, Human and Public Services	09/01/04-12/18/04
Ma Dolores Hernandez	Health, Human and Public Services	09/01/04-12/18/04
Steven Heverly	Health, Human and Public Services	09/01/04-12/18/04
Bradley Hill	Health, Human and Public Services	09/01/04-12/18/04
Courtney Holt	Health, Human and Public Services	09/01/04-12/18/04
Michael Hopkins	Health, Human and Public Services	09/01/04-12/18/04
Aaron Hoskinson	Health, Human and Public Services	09/01/04-12/18/04
Jacob Huber	Health, Human and Public Services	09/01/04-03/01/05
Michael Jackson	Health, Human and Public Services	09/01/04-12/18/04
Richard Johnson	Health, Human and Public Services	09/01/04-12/18/04
Rhonda Jones	Health, Human and Public Services	09/01/04-12/18/04
Shavawn Keller	Health, Human and Public Services	09/01/04-03/01/05
Justin Knox	Health, Human and Public Services	09/01/04-12/18/04
Stephen Knox	Health, Human and Public Services	09/01/04-12/18/04
Brian Kravitz	Health, Human and Public Services	09/01/04-12/18/04

Holly Lafond	Health, Human and Public Services	09/01/04-12/18/04
Nick Lancial	Health, Human and Public Services	09/01/04-03/01/05
James Lanphar	Health, Human and Public Services	09/01/04-03/01/05
Michael Leckliter	Health, Human and Public Services	09/01/04-12/18/04
Richelle Machado	Health, Human and Public Services	09/01/04-12/18/04

VOLUNTEERSBOARD RESOLUTION 10-97/98 - CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Mercedes Machuca	Health, Human and Public Services	09/01/04-12/18/04
Eddie Macias	Health, Human and Public Services	09/01/04-12/18/04
Edward Marke	Health, Human and Public Services	09/01/04-12/18/04
Jessica Marti	Health, Human and Public Services	09/01/04-12/18/04
Christian Mason	Health, Human and Public Services	09/01/04-12/18/04
Cynthia McCray	Health, Human and Public Services	09/01/04-12/18/04
Tara McDonald	Health, Human and Public Services	09/01/04-12/18/04
Adam Medina	Health, Human and Public Services	09/01/04-12/18/04
Abraham Miranda	Health, Human and Public Services	09/01/04-12/18/04
Cale Montgomery	Health, Human and Public Services	09/01/04-12/18/04
Hector Moreno	Health, Human and Public Services	09/01/04-12/18/04
David Morris	Health, Human and Public Services	09/01/04-12/18/04
Anand Moses	Health, Human and Public Services	09/01/04-12/18/04
Kris Murray	Health, Human and Public Services	09/01/04-12/18/04
Brian Neely	Health, Human and Public Services	09/01/04-03/01/05
Alex Nielsen	Health, Human and Public Services	09/01/04-12/18/04
Lisa Olivier	Health, Human and Public Services	09/01/04-12/18/04
James Oyler	Health, Human and Public Services	09/01/04-03/01/05
Mark Palmer	Health, Human and Public Services	09/01/04-12/18/04
Alexander Petroff	Health, Human and Public Services	09/01/04-12/18/04
Jennifer Phillips	Health, Human and Public Services	09/01/04-12/18/04
Alberto Pina	Health, Human and Public Services	09/01/04-12/18/04
Andrew Potzler	Health, Human and Public Services	09/01/04-03/01/05
Jonathan Ramirez	Health, Human and Public Services	09/01/04-12/18/04
Casey Reid	Health, Human and Public Services	09/01/04-12/18/04
Scott Reilly	Health, Human and Public Services	09/01/04-12/18/04
Andrew Reyes	Health, Human and Public Services	09/01/04-12/18/04
Andrew Rich	Health, Human and Public Services	09/01/04-12/18/04
Robert Richard	Health, Human and Public Services	09/01/04-03/01/05
Dana Rivera	Health, Human and Public Services	09/01/04-12/18/04
Kristyn Rodriguez	Health, Human and Public Services	09/01/04-12/18/04
Nicholas Rodriguez	Health, Human and Public Services	09/01/04-03/01/05
Mario Romero	Health, Human and Public Services	09/01/04-12/18/04
Michael Romo	Health, Human and Public Services	09/01/04-12/18/04
Roberto Ruiz	Health, Human and Public Services	09/01/04-12/18/04

Jessica Santibanez	Health, Human and Public Services	09/01/04-12/18/04
Joshua Scruggs	Health, Human and Public Services	09/01/04-03/01/05
Anthony Shearer	Health, Human and Public Services	09/01/04-12/18/04
Ashley Shernaman	Health, Human and Public Services	09/01/04-12/18/04
Jeff Siegler	Health, Human and Public Services	09/01/04-03/01/05

VOLUNTEERSBOARD RESOLUTION 10-97/98 - CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Ryan Simental	Health, Human and Public Services	09/01/04-03/01/05
Erika Stemmler	Health, Human and Public Services	09/01/04-12/18/04
Shawn Stewart	Health, Human and Public Services	09/01/04-03/01/05
Curtis Stirling	Health, Human and Public Services	09/01/04-03/01/05
Crystal Story	Health, Human and Public Services	09/01/04-12/18/04
Austin Stowe	Health, Human and Public Services	09/01/04-03/01/05
James Stuart	Health, Human and Public Services	09/01/04-12/18/04
Hugo Tadeo	Health, Human and Public Services	09/01/04-12/18/04
David Tatham	Health, Human and Public Services	09/01/04-12/18/04
Lea Thomann	Health, Human and Public Services	09/01/04-12/18/04
Brian Thomas	Health, Human and Public Services	09/01/04-12/18/04
Joshua Thomas	Health, Human and Public Services	09/01/04-03/01/05
Scott Tonn	Health, Human and Public Services	09/01/04-12/18/04
Joseph Van Tomme	Health, Human and Public Services	09/01/04-12/18/04
Jason Torres	Health, Human and Public Services	09/01/04-03/01/05
Donald Upton	Health, Human and Public Services	09/01/04-03/01/05
Martin Villa	Health, Human and Public Services	09/01/04-12/18/04
James Wade	Health, Human and Public Services	09/01/04-12/18/04
Jeremy Walde	Health, Human and Public Services	09/01/04-12/18/04
Kip Wieberdink	Health, Human and Public Services	09/01/04-12/18/04
Chauncey Young	Health, Human and Public Services	09/01/04-03/01/05
Thomas Zschokke	Health, Human and Public Services	09/01/04-12/18/04
Veronica Canales	Upward Bound	12/01/04-06/01/05
Maria Coria	Upward Bound	12/01/04-06/01/05
David Lara	Upward Bound	12/01/04-06/01/05
Kathy Lara	Upward Bound	12/01/04-06/01/05
Veronica Lewis	Upward Bound	12/01/04-06/01/05
Marilyn Reid	Upward Bound	12/01/04-06/01/05
Jacinta Villegas	Upward Bound	12/01/04-06/01/05
Cathy Zamaro	Upward Bound	12/01/04-06/01/05

DISTRICT FUNDS

NAME	POSITION	DEPARTMENT	DATE	RANGE
Adrian, Christina	Student Worker	Tutorial Services - RIV	10-Nov-04	19-4
Culau Reis, Rebeca	Student Worker	Early Childhood Studies - RIV	2-Nov-04	19-4
Davalos, Andy	Student Worker	College Safety & Police - RIV	29-Nov-04	19-4
Garcia Rodriguez, Maribel	Student Worker	Tutorial Services - RIV	3-Nov-04	19-4
Garcia, Marc	Student Worker	Tutorial Services - NOR	29-Nov-04	19-4
Gearhart, Ryan	Student Worker	Tutorial Services - RIV	3-Nov-04	19-4
Gonzalez, Liliana	Student Worker	Student Ambassador - MOV	1-Nov-04	19-4
Hoskins, Abria	Student Worker	Tutorial Services - MOV	11-Nov-04	19-4
Mametkuliyeve, Muhamed	Student Worker	Tutorial Services - RIV	3-Nov-04	19-4
Marinaro, Britini	Student Worker	Fine & Performing Arts - RIV	10-Nov-04	19-4
McCluskey, Mary Fran	Student Worker	Tutorial Services - RIV	10-Nov-04	19-4
McKinney, Brandi	Student Worker	Early Childhood Studies - RIV	10-Nov-04	19-4
Monge, Anthony	Student Worker	Student Ambassador - MOV	17-Nov-04	19-4
Nguyen, Cali	Student Worker	Tutorial Services - NOR	17-Nov-04	19-4
Perusse, Nicole	Student Worker	Early Childhood Studies - RIV	29-Nov-04	19-4
Rodriguez, Brian	Student Worker	Tutorial Services - NOR	11-Nov-04	19-4
Rollins, Samantha	Student Worker	Fine & Performing Arts - RIV	10-Nov-04	19-4
Short, Edwin	Student Worker	Student Ambassador - MOV	29-Nov-04	19-4
Train, Jesse	Student Worker	Tutorial Services - RIV	3-Nov-04	19-4
Young, Nathaniel	Student Worker	Business, Engin, Indust Tech - NOR	23-Nov-04	19-4

CATEGORICAL

NAME	POSITION	DEPARTMENT	DATE	RANGE
Buckley, Laquitta	Student Worker	Bear Valley Elementary - AMC	15-Nov-04	19-4
Crosby, Viellen	Student Worker	Hendrick Ranch Elementary - AMR	9-Nov-04	19-4
Crouse, Shauna	Student Worker	UCR Museum of Photography - CS	2-Nov-04	19-4
Gilstrap, Elizabeth	Student Worker	Serrano Elementary - CS	15-Nov-04	19-4
Gludd, Michael	Student Worker	Food Services - RIV	3-Nov-04	19-4
Honarmand, Homa	Student Worker	Early Childhood Studies - RIV	19-Nov-04	19-4
Milner, Darlene	Student Worker	Disabled Students Prog & Svcs - RIV	9-Nov-04	19-4
Mitchell, Michael	Student Worker	Athletics - RIV	8-Nov-04	19-4
Ortega, Jessica	Student Worker	Magnolia Elementary - AMR	8-Nov-04	19-4
Perry, Lawrence J.	Student Worker	Honey Hollow Elementary - AMC	2-Nov-04	19-4
Pigram, Renae	Student Worker	Early Childhood Studies - AMC	15-Nov-04	19-4
Pulido, Marianela	Student Worker	Hendrick Ranch Elementary - AMR	3-Oct-04	19-4
Quayson, Nanette	Student Worker	Riverside Library/Marcy - AMC	2-Nov-04	19-4
Reyes, Andrew	Student Worker	Sunnymead Elementary - AMR	8-Nov-04	19-4
Salazar, Steve	Student Worker	Applied Technology - RIV	9-Nov-04	19-4
Saldana, Laura	Student Worker	Educational Talent Search - MOV	9-Nov-04	19-4
Saldivar, Juan	Student Worker	College Safety & Police - RIV	9-Nov-04	19-4
Valencia, Jason	Student Worker	Tutorial Services - NOR	11-Nov-04	19-4

RIVERSIDE COMMUNITY COLLEGE
COMMUNITY EDUCATION

Fall 2004

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

Christopher Nolette	HVAC Training
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Spring 2005

The following Professional Expert Presenters, indicated below, will present Community Education programs from January 1, 2005 through May 31, 2005.

Aandhal, Larry	HVAC
Allen, John	Nation Registry & EMT Training
Arias, Greg T.	Nation Registry & EMT Training
Adams, Gregory Michael	Nation Registry & EMT Training
Beeler, Timothy	Nation Registry & EMT Training
Bradley, Ellis	USPAP/Appraisal Teacher
Bolowich, Hans	Nation Registry & EMT Training
Arias, Greg T.	Nation Registry & EMT Training
Adams, Gregory Michael	Nation Registry & EMT Training
Beeler, Timothy	Nation Registry & EMT Training
Booth, Thomas J.	Nation Registry & EMT Training
Case, Adam F.	Nation Registry & EMT Training
Copeland, Jeffery	Nation Registry & EMT Training
Coryell, Jon Garrett	Nation Registry & EMT Training
Davis, Scott	Nation Registry & EMT Training
Deyo, Arthur	Nation Registry & EMT Training
Fontaine, Robert P.	Nation Registry & EMT Training
Harold, Ryan	Nation Registry & EMT Training
Jeremiah, Steven	Nation Registry & EMT Training
Kramer, Gigi R	Nation Registry & EMT Training
Kistler, Bryan	Nation Registry & EMT Training
Leon, Christopher P.	Nation Registry & EMT Training
McKindley, Judith	Nation Registry & EMT Training
Miller, Christopher C.	Nation Registry & EMT Training
Mulhall, Michael F.	Nation Registry & EMT Training
Mullins, Brian	Nation Registry & EMT Training
Murphy, Dennis	Nation Registry & EMT Training
Nace, Julie	Nation Registry & EMT Training
Nollette, Christopher F.	Nation Registry & EMT Training

Spring 2005

The following Professional Expert Presenters, indicated below, will present Community Education programs from January 1, 2005 through May 31, 2005. (Continued)

Nugent, Randall W.	Nation Registry & EMT Training
Nugent, Yvonne B.	Nation Registry & EMT Training
Pena, Anthony	Nation Registry & EMT Training
Pritchard, Randy	Nation Registry & EMT Training
Rawlings, Phillip	Nation Registry & EMT Training
Reynaud, Michael	Nation Registry & EMT Training
Richmond, Daniel	Nation Registry & EMT Training
Robles, Magdalena	Nation Registry & EMT Training
Sanidge, Joshua	Nation Registry & EMT Training
Schulz, Michael R.	Nation Registry & EMT Training
Wells, Kellie	Nation Registry & EMT Training
Wesche, Mitchell	Nation Registry & EMT Training
Wilde, Sean	Nation Registry & EMT Training
Wu, Steven	Nation Registry & EMT Training
Wu, Jeannie	Nation Registry & EMT Training
Vaezaziai, Reza	Nation Registry & EMT Training
Yount, Michael	Nation Registry & EMT Training

Professional Expert Presenters (Independent Contractors)

Edwards, Nancy

Dog Agility

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. IV-A-2

Date: December 14, 2004

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

Background: The attached Purchase Order and Warrant Report – All District Funds is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$6,563,415.75, 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 43124-44343) totaling \$3,757,119.77, have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. The Riverside County Office of Education's audit program also has reviewed these claims.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$6,563,415.75 and District Warrant Claims totaling \$3,757,119.77.

Salvatore G. Rotella
President

Prepared by: Doretta Sowell
Purchasing Manager

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
11/01/04 thru 11/30/04

PO#	Fund	Department	Vendor	Description	Amount
P57245	12	Library	Community College League Of California	Instructional Media Material	5,182.63
P57246	12	Library	Community College League Of California	Instructional Media Material	1,472.00
P57247	12	Library	Community College League Of California	Instructional Media Material	11,097.00
P57248	12	Library	Community College League Of California	Instructional Media Material	3,889.00
P57249	12	Library	Community College League Of California	Instructional Media Material	2,605.00
P57250	12	Library	Community College League Of California	Instructional Media Material	2,701.00
P57251	11	Facilities - P.E. Complex, Phase I	KCT Consultants, Inc.	Engineering	69,999.00
P57251	11	Facilities- Parking Structure	KCT Consultants, Inc.	Engineering	74,000.00
P57251	11	Facilities - Relocatable Swing Space	KCT Consultants, Inc.	Engineering	16,001.00
P57252	11	Facilities- Relocatable Swing Space	Keith Francis & Company, Inc.	Other	11,700.00
P57253	41	Facilities	Advanced Electrical Contracting Inc	Remodel Projects	13,872.00
P57254	41	Facilities	Walters Wholesale Electric	Remodel Projects	35,000.00
P57261	61	Risk Management	Kurt J. Greenway, DDS & Associates	Bodily Injury Expense	2,211.00
P57266	12	Library	Columbia University Press	Instructional Media Material	1,245.00
P57267	11	Affirmative Action	Ad Club Advertising Services	Advertising	4,037.00
P57268	12	Library	Tierra Del Sol	Instructional Media Material	4,300.00
P57269	11	Marketing	MB Economics	Consultants	5,000.00
P57270	11	Admissions & Records	Perfect Form	Copying And Printing	1,834.77
P57271	11	Academic Affairs	Perfect Form	Postage	14,906.50
P57275	12	Radio Motion Picture & Television	Apple Computer, Inc.	Comp Equip Replacement \$200-\$4999	26,491.42
P57279	11	Nursing, R.N.	Colucci, Marie	Conferences	1,622.95
P57286	12	Library	Midwest Library Service	Books/New And Expanded Library	25,000.00
P57287	11	Art Gallery	Riverside County Culinary	Other Supplies	1,588.50
P57288	12	Police Academy	Gateway 2000 Major Accts.,Inc.	Comp Equip Additional \$200-\$4999	3,111.82
P57290	11	Facilities	Tremco, Inc.	Repairs - Parts	3,435.00
P57291	11	Automotive Technology	TSI	Instructional Supplies	2,527.76
P57297	12	Library	Midwest Library Service	Books/New And Expanded Library	110,000.00
P57298	12	Library	Midwest Library Service	Books/New And Expanded Library	25,000.00
P57299	11	Physical Education	Emergency Medical Products, Inc	Instructional Supplies	2,254.64
P57303	12	Instructional Support- Vtea State Lead	San Bernardino Comm. College District	Other Services	18,000.00
P57304	12	Library - VTEA Title 1-C	Ebsco Publishing	Instructional Media Material	3,000.00
P57305	12	Library - VTEA Title 1-C	Ebsco Publishing	Instructional Media Material	11,550.00
P57306	12	Library - VTEA Title 1-C	Ebsco Publishing	Instructional Media Material	4,950.00
P57308	11	President's Office	AACC	Memberships	9,065.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
11/01/04 thru 11/30/04

PO#	Fund	Department	Vendor	Description	Amount
P57312	11	Human Resouces	Marquez, Susan	Consultants	10,000.00
P57317	12	Business And Commerce, Norco	Gateway 2000 Major Accts.,Inc.	Comp Equip Additional \$200-\$4999	2,508.41
P57318	12	Instructional Support- VTEA State Lead	Chaffey College	Other Services	1,344.00
P57321	12	Instructional Support- VTEA State Lead	Copper Mountain College	Other Services	2,500.00
P57322	12	Instructional Support- VTEA State Lead	Crafton Hills College	Other Services	1,910.00
P57323	12	Police Academy-VTEA Title I-C	San Diego Police Equipment	Instructional Supplies	1,055.95
P57327	12	Police Academy-VTEA Title I-C	Bearcom	Equip Additional \$200-\$4999	2,258.84
P57328	12	Police Academy-VTEA Title I-C	NBC Safety, Inc.	Equip Additional \$200-\$4999	2,910.11
P57329	12	Police Academy-VTEA Title I-C	Simulaids, Inc.	Instructional Supplies	1,129.59
P57331	12	Engineering Technology - VTEA	Autodesk University	Conferences	3,190.00
P57337	12	Applied Technology	Ages	Equip Additional \$200-\$4999	8,999.86
P57338	12	Applied Technology	CBE Office Solutions	Equip Replacement \$5000 >	8,399.11
P57339	12	Photography	B & H Photo - Video	Equip Additional \$200-\$4999	4,553.61
P57340	12	Photography	Western Bellows Co.	Equip Replacement \$200-\$4999	1,377.05
P57342	12	Printing and Lithography	Ages	Equip Replacement \$200-\$4999	2,424.38
P57343	11	Facilities P.E. Complex, Phase I,	Steinberg Group, The	Engineering	135,078.00
P57344	11	Affirmative Action	Carney & Delany, LLP	Legal	7,000.00
P57345	12	Printing and Lithography	Robinson Printing	Equip Additional \$5000 >	5,387.50
P57347	12	Economic Development	Gateway 2000 Major Accts.,Inc.	Comp Equip Additional \$200-\$4999	1,615.17
P57348	12	CACT	Thomas Paton & Associates	Other Supplies	13,628.05
P57350	12	Grants and Contracts - Title V - Riverside	West Coast Technology	Comp Equip Additional \$5000 >	59,836.60
P57355	12	Disabled Students Services	AT Kratter	Computer Software Lic Agmt	5,896.11
P57358	12	Provost - Norco - Title V Norco	Gateway 2000 Major Accts.,Inc.	Comp Equip Additional \$5000 >	22,412.00
P57366	41	Child Develop Centers - Norco	S. K. Telecon, Inc.	Other Services	2,450.00
P57369	12	Radio Motion Picture & Television	Full Compass Systems	Equip Additional \$5000 >	5,987.77
P57384	12	Workforce Preparation - Foster Kinship	Samano, Teresa	Lecturers	2,700.00
P57394	11	Information Services	Memorypro.Com, Inc.	Computer Service Supplies	1,022.46
P57398	12	Parking	Regents - U.C.	Conferences	1,938.24
P57400	12	Police Academy-VTEA Title I-C	CDW-G	Equip Additional \$200-\$4999	2,004.35
P57402	11	Academic Affairs	Synergistic Mailing Services	Other Services	3,300.00
P57405	12	Library	S. K. Telecon, Inc.	Equip Additional \$200-\$4999	1,550.00
P57406	12	Library	Advanced Electrical Contracting Inc	Equip Additional \$200-\$4999	3,460.00
P57408	11	Human Resources	Higheredjobs.Com	Advertising	4,189.00
P57411	11	RCCD Foundation	Synergistic Mailing Services	Postage	3,246.64
P57417	11	Facilities	Economic Alternatives, Inc.	Repairs - Parts	1,838.89
P57418	12	Facilities	Pacific Asphalt Services	Construction Contract	4,500.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
11/01/04 thru 11/30/04

PO#	Fund	Department	Vendor	Description	Amount
P57419	12	Radio Motion Picture & Television	Quill Corporation	Other Supplies	1,617.28
P57420	12	Automotive Technology	Office Depot	Other Supplies	1,163.44
P57421	12	Provost - Norco	Troxell Communications	Equip Additional \$200-\$4999	6,747.31
P57422	12	Art	Dick Blick Company, Inc.	Equip Additional \$200-\$4999	1,493.82
P57423	12	Dramatic Arts - Norco	Advanced Electrical Contracting Inc	Equip Additional \$200-\$4999	14,733.00
P57424	12	Natural (Life) Science	Getinge/Castle	Equip Additional \$200-\$4999	57,884.38
P57425	41	Child Develop Centers - Moreno Valley	Office Depot	Equip Additional \$200-\$4999	18,260.23
P57426	12	Computer And Information Science	Smart Desks	Equip Additional \$200-\$4999	39,559.14
P57427	12	Media Services	Troxell Communications	Equip Additional \$200-\$4999	20,360.44
P57428	11	Athletics	91 Express Lanes	Transportation Contracts	1,000.00
P57429	12	Dramatic Arts -Norco	California Stage & Lighting	Equip Additional \$200-\$4999	2,088.28
P57437	11	Open Campus-Community Education Classes	Rounds, Miller And Associates	Other	1,500.00
P57442	61	Risk Management	Gateway 2000 Major Accts.,Inc.	Equip Replacement \$200-\$4999	1,964.28
P57443	11	Economic Development	Gateway 2000 Major Accts.,Inc.	Comp Equip Replacement \$200-\$4999	5,653.64
P57446	12	Workforce Preparation	Costco	Other Supplies	2,000.00
P57448	11	Learning Resource Center	Medcom Trainex	Instructional Media Material	2,200.00
P57450	11	Facilities & Planning - Quad Remodel	Steinberg Group, The	Architect's Fees	300,000.00
P57456	12	Provost - Norco - Title V Norco	Office Depot	Other Supplies	1,982.19
P57457	11	Engineering, Industrial & Business Technology	Consolidated Reprographics	Instructional Supplies	1,000.00
P57458	11	Facilities	Environmental Management	Other Services	3,793.27
P57466	11	Automotive Technology	Shamrock Co., The	Instructional Supplies	1,803.44
P57468	11	Model United Nations	Sheraton Chicago Hotel &	Conferences	2,050.95
P57474	12	Workforce Preparation - Foster & Kinship	Stephan, Victoria	Lecturers	2,700.00
P57475	11	Student Services	Educational Options Center	Other Supplies	3,361.80
P57479	11	Counseling - Puente Project	Mestiza Leadership International	Conferences	1,000.00
P57483	11	Information Services	Datatel, Inc.	Conferences	3,125.00
P57484	11	Information Services	Marriott Wardman Park Hotel	Conferences	5,170.00
P57494	11	Model United Nations	Schinke, Ward	Conferences	15,119.00
P57495	11	President's Office	Rotella, Salvatore G.	Conferences	1,237.20
P57498	11	Allied Health	Baker, Sandra Louise	Conferences	1,087.25
P57500	41	Child Develop Centers - Norco	Tout About	Equip Additional \$200-\$4999	1,354.13
P57501	41	Child Develop Centers - Norco	Lakeshore Learning Materials	Equip Additional \$200-\$4999	1,642.72
P57505	41	Facilities - MILK Remodel Roof Replacement	Cabral Roofing And Waterproofing	Remodel Projects	244,862.00
P57506	12	Campus Police	Ray Birge & Associates	Other Services	3,935.00
P57511	12	Provost - Norco - Title V Norco	Gateway 2000 Major Accts.,Inc.	Comp Equip Additional \$200-\$4999	22,412.00
P57515	12	Provost - Norco	LGP Engineering & Construction Inc.	Equip Additional \$200-\$4999	2,500.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
11/01/04 thru 11/30/04

PO#	Fund	Department	Vendor	Description	Amount
P57516	12	Instructional Support-VTEA Tech Prep	CIHS Publications	Other Supplies	2,500.00
P57521	32	Food Services	State Board Of Equalization	Sales Tax	2,013.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
11/01/04 thru 11/30/04

PO#	Fund	Department	Vendor	Description	Amount
P57523	11	President's Office	Monday Morning Group	Memberships	1,000.00
P57527	11	Student Financial Services - Pell	Student Title IV Federal Grant	Other Services/Expenses	1,525.61
P57533	41	Facilities - P.E. Complex, Phase I	ASR Constructions, Inc.	Construction Contract	3,207,600.00
P57533	41	Facilities - Parking Structure	ASR Constructions, Inc.	Demolition - Grading	1,175,400.00
P57536	11	Facilities	Superior Service	Repairs - Parts	1,058.56
P57537	12	Center for Competitive Applied Technology	Gateway 2000 Major Accts.,Inc.	Comp Equip Replacement \$200-\$4999	4,954.13
P57542	11	International Students	AACC	Advertising	2,500.00
P57548	12	Grants & Contracts	Riverside Unified School Dist	Other Services	45,950.00
P57549	12	Grants & Contracts	Alvord Unified School District	Other Services	42,916.00
P57553	11	Computer And Information Science	Technology Resource Center	Computer Software License Agreement	2,327.09
P57563	11	Emergency Medical Technology	Committee On Accreditation Of Educa	Other Services	1,346.80
P57565	12	Library	Dell Computers	Equip Additional \$200-\$4999	9,891.45
P57568	12	Library	Brodart Library Supplies	Equip Additional \$200-\$4999	11,952.56
P57569	12	Library	CDW-G	Equip Additional \$200-\$4999	2,466.01
P57571	12	Computer And Infor. Sciences	Cisco Systems	Repairs - Parts	1,599.44
P57578	11	Human Resources	Installation Pros	Repairs - Parts	2,100.00
P57581	12	Fire Control Technology - VTEA	Lawn Tech Equipment	Instructional Supplies	3,807.11
P57583	12	Natural (Life) Science	Advanced Electrical Contracting Inc	Equip Additional \$200-\$4999	1,367.00
P57586	11	Nursing, R.N.	National League For Nursing	Other Services	1,000.00
P57587	12	Computer and Information Sciences	Sehi Computer Products, Inc.	Comp Equip Additional \$200-\$4999	2,629.10
P57588	11	Nursing, R.N.	National League For Nursing	Memberships	1,375.00
P57589	12	Engineering Technology - VTEA	Sehi Computer Products, Inc.	Comp Equip Additional \$200-\$4999	3,484.35
P57591	12	Fire Control Technology - VTEA	Ln Curtis	Instructional Supplies	3,511.20
P57597	12	Fire Control Technology - VTEA	Phenix Technology	Instructional Supplies	1,040.87
P57598	41	Child Develop Centers - Moreno Valley	Taylor's Appliances	Equip Additional \$200-\$4999	2,487.09
P57599	12	Fire Control Technology - VTEA	Ruffian Specialties	Instructional Supplies	1,278.45
P57602	41	Child Develop Centers - Moreno Valley	Lakeshore Learning Materials	Equip Additional \$200-\$4999	3,467.06
P57603	41	Child Develop Centers - Moreno Valley	Hertz Furniture Systems	Equip Additional \$200-\$4999	1,935.41
P57604	41	Child Develop Centers - Moreno Valley	Hertz Furniture Systems	Equip Additional \$200-\$4999	8,322.75
P57605	41	Child Develop Centers - Moreno Valley	Hertz Furniture Systems	Equip Additional \$200-\$4999	7,621.40
P57606	41	Child Develop Centers - Moreno Valley	Hertz Furniture Systems	Equip Additional \$200-\$4999	11,525.10
P57607	41	Child Develop Centers - Moreno Valley	Blinds 4 Less	Fixtures & Fixed Equipment	3,217.60
P57608	41	Child Develop Centers - Moreno Valley	Dynacon	Site Improvement	14,915.00
P57610	11	Planing and Development	Michael G. Dolence and Associates	Consultants	10,000.00
P57613	11	Chemistry	Sargent-Welch	Instructional Supplies	1,591.90
P57614	12	Chemistry	Sargent-Welch	Equip Additional \$200-\$4999	10,193.71

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
11/01/04 thru 11/30/04

PO#	Fund	Department	Vendor	Description	Amount
P57631	12	Workforce Preparation	Rhode, Naomi	Lecturers	6,000.00
P57632	12	Workforce Preparation	Farley, Venner Dr.	Lecturers	3,000.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
11/01/04 thru 11/30/04

PO#	Fund	Department	Vendor	Description	Amount
Purchase Order Additions to Approved/Ratified Purchase Orders of \$1,000.00 and over					
P53192	41	Facilities - ECS Construction - Moreno Valley	Louis J. Ray Inspections	Inspection	19,537.50
P54712	32	Food Services	Joseph Webb Foods	Cleaning Supplies	22,379.34
P54741	11	Facilities	Restroom Specialty Company	Custodial Supplies	1,171.78
P54780	11	Purchasing	Advanced Copy Systems	Repairs - Parts	2,000.00
P54799	11	Production Printing	Perfect Impressions	Purchase/Cost Of Goods Sold	1,500.00
P54830	11	Facilities	Vista Paint	Repair Parts	1,000.00
P54861	11	Facilities	Home Depot	Repair Parts	2,500.00
P55032	11	Customized Solutions	Training Dynamics	Instructional Supplies	2,100.00
P55049	11	Dental Hygiene	March Joint Powers Authority	Rents And Leases	32,862.00
P55098	11	Economic Development	Greater Riverside Chambers of Commerce	Other Services	1,133.00
P55135	11	Facilities	Clean World Environmental Services	Other Services	6,206.73
P55183	11	Admissions & Records	Reliable Office Solutions	Other Supplies	1,000.00
P55303	11	Performing Arts	Office Depot	Other Supplies	2,000.00
P55409	11	Math, Science and Information Technology	Fisher Scientific	Instructional Supplies	1,000.00
P55425	11	Natural (Life) Science	Aldinger Company	Repairs - Parts - Instructional	1,000.00
P55513	11	Automotive Technology	W.W. Grainger, Inc.	Instructional Supplies	1,000.00
P55518	11	Automotive Technology	Finish Masters	Repair Parts	4,500.00
P55784	11	Purchasing	Archive Management Service	Purchase/Cost Of Goods Sold	1,000.00
P55819	11	Welding	Complete Welding & Cutting Supplies	Instructional Supplies	2,000.00
P55988	11	Dental Hygiene	Henry Schein Inc.	Instructional Supplies	5,000.00
P56053	11	Dean Of Education	Reliable Office Solutions	Equip Additional \$200-\$4999	1,158.00
P56105	11	Purchasing	D & D Security Enterprises LP	Purchase/Cost Of Goods Sold	4,000.00
P56238	11	Athletics	Enterprise Rent-A-Car	Transportation Contracts	6,000.00
P56269	32	Food Services	Select Produce, Inc.	Food	7,000.00
P56290	12	Financial Services	EMS Express Modular Systems	Fixtures & Fixed Equipment	1,947.44
P56311	11	English	Office Depot	Instructional Supplies	1,000.00
P56358	12	Provost - Norco - Title V Norco	Tegrity Instructional System	Comp Equip Additional \$5000 >	3,187.80
P56546	11	Open Campus-Community Education Classes	Notary Public Seminars, Inc	Other	15,000.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
11/01/04 thru 11/30/04

PO#	Fund	Department	Vendor	Description	Amount
Purchase Order Additions to Approved/Ratified Purchase Orders of \$1,000.00 and over					
P56608	11	Automotive Technology	Superior Pressure Equip. Co.	Repairs - Parts	1,035.33
P56778	11	Viewpoints	Socal Printing	Copying And Printing	3,121.00
P56825	12	Fire Control Technology - VTEA	Reliable Office Solutions	Equip Additional \$200-\$4999	1,336.43
P57162	41	Facilities - MLK Remodel Constructio	Keith Francis & Company, Inc.	Other	20,000.00
P57243	11	Information Services	CDW-G	Software <\$200	1,534.41
Subtotal (pages 1-4)					6,293,483.62
Subtotal (pages 5 -6)					<u>177,210.76</u>
Purchase Orders \$1,000 and Over					6,470,694.38
Purchase Orders under \$1,000					<u>92,721.37</u>
Grand Total					<u><u>6,563,415.75</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-3

Date: December 14, 2004

Subject: Annuities

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

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

Salvatore G. Rotella
President

Prepared by: Ed Godwin
Risk Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: December 14, 2004

Subject: Budget Adjustments

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

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to purchase supplies. (Fund 12, Resource 1190)		
From: Middle College High School	Transportation	\$ 896
	Travel Expenses	115
To: Middle College High School	Supplies	\$ 1,011
2. Transfer to purchase supplies. (Fund 12, Resource 1190)		
From: H1-B Grant	Conferences	\$ 2,000
To: H1-B Grant	Supplies	\$ 2,000
3. Transfer to provide for repairs.		
From: Warehouse	Supplies	\$ 800
To: Warehouse	Repairs	\$ 800
4. Transfer to purchase replacement equipment. (Fund 61, Resource 6100)		
From: Risk Management	Damage Personal Property	\$ 2,500
To: Risk Management	Equipment Replacement	\$ 2,500

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: December 14, 2004

Subject: Budget Adjustments (cont'd)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
5. Transfer to provide on-line training classes for the Ford/UAW Skills Enhancement Program. (Fund 11, Resource 1080)			
From:	Open Campus	Supplies	\$ 2,000
To:	Open Campus	Other	\$ 2,000
6. Transfer to reallocate the Board Financial Assistance Program-Student Financial Aid Administration Augmentation Program budget. (Fund 12, Resource 1190)			
From:	BFAP-SFAA	Equipment	\$ 46,000
To:	BFAP-SFAA	Copying and Printing	\$ 10,000
		Supplies	10,000
		Conferences	25,000
		License Fees	500
		Other Services	500
7. Transfer to purchase equipment.			
From:	Journalism	Instructional Supplies	\$ 431
To:	Journalism	Equipment	\$ 431
8. Transfer to purchase instructional supplies and equipment.			
From:	Applied Tech	Repairs - Instructional	\$ 400
To:	Applied Tech	Equipment	\$ 350
		Instructional Supplies	50

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: December 14, 2004

Subject: Budget Adjustments (cont'd)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
9. Transfer to purchase office and classroom chairs. (Fund 12, Resource 1190)			
From:	Applied Tech	Equipment	\$ 2,782
To:	Applied Tech	Supplies	\$ 2,782
10. Transfer to purchase supplies for the Early Childhood Studies Norco Equipment Project. (Fund 41, Resource 4100)			
From:	ECS – Norco Equipment	Equipment	\$ 1,400
To:	ECS – Norco Equipment	Supplies	\$ 1,400
11. Transfer to reallocate the Upward Bound TRIO Program budget. (Fund 12, Resource 1190)			
From:	Upward Bound - TRIO	Classified FT	\$ 1,789
		Classified Substitutes	6,000
		Employee Benefits	2,169
To:	Upward Bound - TRIO	Supplies	\$ 6,000
		Food	3,000
		Computer Software Maint/License	401
		Equipment	557
12. Transfer to purchase replacement equipment.			
From:	Provost, Moreno Valley	Admin Contingency Acct	\$ 262
To:	Provost, Moreno Valley	Equipment Replacement	\$ 262

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: December 14, 2004

Subject: Budget Adjustments (cont'd)

	<u>Program</u>	<u>Account</u>		<u>Amount</u>
13.	Transfer to purchase repair parts.			
From:	Digital Library	Repairs	\$	9,515
To:	Digital Library	Repair Parts	\$	9,515

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

Salvatore G. Rotella
President

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: December 14, 2004

Subject: Resolution to Amend Budget – Resolution No. 9-04/05
2004-2005 California Manufacturing Technology Consulting (CMTC)/ETP
Training

Background: At the October Board of Trustees meeting, the Board approved a Subcontractor Agreement between the Riverside Community College District (RCCD) and California Manufacturing Technology Consulting (CMTC). CMTC holds an Employment Training Panel (ETP) contract with the State of California that permits it to subcontract for services. The subcontract between RCCD and CMTC provides for reimbursement by CMTC not to exceed \$200,000 as determined by actual performance for services rendered. RCCD Customized Solutions for Business and Industry will provide employee training to local area manufacturers via this agreement.

Recommended Action: It is recommended that the Board of Trustees approve adding additional revenue and expenditures of \$200,000 to the budget and authorize the Vice President Administration and Finance to sign the resolution.

Salvatore G. Rotella
President

Prepared by: Linda Reifschneider
Director, Corporate and Business Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 9-04/05

2004-2005 California Manufacturing Technology Consulting (CMTC)/ETP Training

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$200,000 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 special meeting on December 14, 2004.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: December 14, 2004

Subject: Resolution to Amend Budget – Resolution No. 10-04/05
2004-2005 Extended Opportunity Programs & Services (EOPS)

Background: The Riverside Community College District has received increased funding for 2004-2005 Extended Opportunity Programs & Services in the amount of \$40,646 from the California Community Colleges Chancellor's Office. The funds will be used to provide book grants, salaries for hourly positions, postage, mileage, conferences and other services.

Recommended Action: It is recommended that the Board of Trustees approve adding the additional revenue and expenditures of \$40,646 to the budget and authorize the Vice President Administration and Finance to sign the resolution.

Salvatore G. Rotella
President

Prepared by: Michael S. Carrillo
Director, EOPS/CARE

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 10-04/05

2004-2005 Extended Opportunity Programs & Services

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$40,646 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 special meeting on December 14, 2004.

Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 10-04/05
 2004-2005 Extended Opportunity Programs & Services (EOPS)**

Year	County	District	Date	Fund
05	33	07	12/14/2004	12

FUND	SCHOOL	RESOURCE	PY	GOAL	FUNC	OBJECT	AMOUNT		Object Code Description
12	000	1190	0	0000	060	8622	40,646	00	REVENUE
									EXPENDITURES
12	AZF	1190	0	6434	1060	2139	3,303	00	CL SAL HOURLY
12	AZF	1190	0	6434	1060	4555	189	00	PRINTING/COPYING
12	AZF	1190	0	6434	1060	4590	800	00	OTHER SUPPLIES
12	AZF	1190	0	6434	1060	5045	5,257	00	POSTAGE
12	AZF	1190	0	6434	1060	5210	3,400	00	MILEAGE
12	AZF	1190	0	6434	1060	5220	6,000	00	CONFERENCES
12	AZF	1190	0	6434	1060	5890	2,569	00	OTHER SERVICES
12	AZF	1190	0	6434	1060	7640	15,693	00	BOOK GRANTS
12	EZF	1190	0	6434	1060	2139	1,435	00	CL SAL HOURLY
12	FZF	1190	0	6434	1060	2139	2,000	00	CL SAL HOURLY
							40,646	00	TOTAL INCOME
							40,646	00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: December 14, 2004

Subject: Resolution to Amend Budget – Resolution No. 11-04/05
2004-2005 Matriculation Program

Background: The Riverside Community College District has received increased funding for the 2004-2005 Matriculation Program in the amount of \$88,310 from the California Community Colleges Chancellor's Office. The funds will be used to provide salaries and testing materials to comply with the Matriculation Plan that is on file with the Chancellor's Office.

Recommended Action: It is recommended that the Board of Trustees approve adding the additional revenue and expenditures of \$88,310 to the budget and authorize the Vice President Administration and Finance to sign the resolution.

Salvatore G. Rotella
President

Prepared by: Debbie DiThomas
Associate Vice President, Student Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 11-04/05

2004-2005 MATRICULATION PROGRAM

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$88,310 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 special meeting on December 14, 2004.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: December 14, 2004

Subject: Resolution to Amend Budget – Resolution No.12-04/05
Title V Cooperative Arrangement Subrecipient Grant

Background: The Riverside Community College District (RCCD) has been awarded a U.S. Department of Education Title V Cooperative Arrangement Subrecipient Grant from the Chaffey Community College District (CCCD). RCCD will receive funding in the amount of \$250,000 per year beginning December 15, 2004 through September 30, 2009. The funds will be used to improve the District's ability to serve Hispanic and other under-represented groups of students who are preparing to become teachers and paraprofessionals. The proposed agreement between RCCD and CCCD was discussed at the December 7, 2004 Academic Affairs and Student Services Committee meeting.

Recommended Action: Contingent upon the Board of Trustee's approval of Board Report No. V-A-9-c presented later in this agenda, it is recommended that the Board of Trustees approve adding the additional revenue and expenditures of \$250,000 to the budget for 2004-2005 and authorize the Vice President Administration and Finance to sign the resolution.

Salvatore G. Rotella
President

Prepared by: Irving G. Hendrick
Dean, School of Education

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 12-04/05

Title V Cooperative Arrangement Subrecipient Grant

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$ 250,000 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 special meeting on December 14, 2004.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: December 14, 2004

Subject: Resolution to Amend Budget – Resolution No. 13-04/05
2004-2005 WestEd Community College Personnel Preparation Program

Background: The Riverside Community College District has received a renewal contract for the 2004-2005 WestEd Community College Personnel Preparation Program in the amount of \$1,500. The funds will be used to provide instructional materials, supplies, and fees for speakers.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$1,500 to the budget and authorize the Vice President Administration and Finance to sign the resolution and agreement.

Salvatore G. Rotella
President

Prepared by: Debbie Cazares
Assistant Professor, Early Childhood Studies

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 13-04/05

2004-2005 WestEd Community College Personnel Preparation Project

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$ 1,500 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 special meeting on December 14, 2004.

Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 13-04/05
 2004-2005 WestEd Community College Personnel Preparation Project**

<i>Year</i>	<i>County</i>	<i>District</i>	<i>Date</i>	<i>Fund</i>
05	33	07	12/14/2004	12

<i>FUND</i>	<i>SCHOOL</i>	<i>RESOURCE</i>	<i>PY</i>	<i>GOAL</i>	<i>FUNC</i>	<i>OBJECT</i>	<i>AMOUNT</i>	<i>Object Code Description</i>
12	000	1190	0	0000	0231	8890	1,500 00	REVENUE
								EXPENDITURES
12	DUA	1190	0	6920	0231	4230	375 00	Reference Books
12	DUA	1190	0	6920	0231	4351	125 00	Instr Media Material
12	DUA	1190	0	6920	0231	4590	300 00	Other Supplies
12	DUA	1190	0	6920	0231	5120	300 00	Lecturers
12	DUA	1190	0	6920	0231	5220	400 00	Conferences
							1,500 00	TOTAL INCOME
							1,500 00	TOTAL EXPENDITURES



Contract No.
C15302

Cost Code(s)
4474.02.001

Contract For Services

HO: 730 Harrison Street San Francisco, CA 94107-1242 (415) 565-3000 Fax (415) 565-3012
Finance Office: 4665 Lampson Avenue Los Alamitos, CA 90720-5139 (562) 598-7661 Fax (562) 799-5124

This Contract entered into this 1 day of October, 2004 Between:

WestEd having a principal place of business at 730 Harrison Street San Francisco, CA 94107-1242, and the

CONTRACTOR: Riverside Community College having a principal place of business at,
4800 Magnolia Avenue Riverside, CA 92506

1. Period of performance

1.1 The Terms of this Contract shall be from 10/01/04 through 06/30/05

2. Scope of work: (enter or attach)

Participate in the Community College Personnel Preparation Project for 2004/05 for specific activities outlined on the attached statement of work related to the development of curriculum and EI standards identified with WestED CPEI. Contractor is a highly skilled professional who possesses the requisite level of knowledge and training to perform these duties.

3. **Control of services.** Services shall not be controlled by WestEd, but shall comply with the specifications dictated by the Contract, Grant, RFP, or Regulating Authority in relation to which Contractor is retained.

4. **Contract Price Limitation:** The price of this contract shall not exceed \$1500.00

5. **Price justification:** The contractor attests that price for the above referenced service is reasonable; the following information provides the basis for determining the contract price. (enter or attach budget and or other information to justify the price)

6. **Price certification:** The contractor attests that price for the above referenced services are usual and customary and does not exceed the lowest prices charged to other customers for similar services or products within the past six months.

7. **Contract type:** This contract for services shall be the following type:

- A Fixed Price Contract** with a lump sum payment to be made upon the completion of the work within 30 days of WestEd receipt and approval of the **Project Director**
- A Fixed Price Contract** with progress payments to be made in accordance with the attached payment
- Fixed Fee + Travel Cost Reimbursement** Fixed fee of \$.00 per + travel costs not to exceed \$.00
* The total of these two items must equal the amount stated in #4
- Other (describe)**

8. INDEPENDENT CONTRACTOR STATUS

- 8.1 It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of WestEd. WestEd is Contractor's client. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between WestEd and the Contractor or any employee or agent of Contractor. Contractor shall retain the right to pursue and perform services for others during the term of this contract. The Contractor has no authority to enter into any agreement, commitment, or understanding on behalf of WestEd except where expressly provided for by this Contract.
- 8.2 Both parties acknowledge that Contractor and the employees or agents of the Contractor, if any, are not employees of WestEd and are not eligible for or entitled to any of the benefits provided to WestEd employees. Contractor agrees not to claim entitlement to such benefits either directly from WestEd or through any governmental agency.
- 8.3 The Contractor will follow the conditions and obligations set forth on the attached sheet of this document. **By signing this Contract,** Contractor certifies that these terms and conditions have been read and accepted.

9. TERM OF PAYMENT

Contract No.
C15302

Cost Code(s)
4474.02.001

- 9.1 **Payment** shall be made in accordance with provisions of the contract type listed above in #7. Payment may not exceed the contract price limitation clause above
- 9.2 **Invoices** shall be prepared in accordance with the contract type above #7
- 9.3 **Payment** for services shall be made within(30) days after the receipt and approval of invoice by **Project Director**.
- 9.4 **Expenses.** Contractor shall be responsible for all costs and expenses incidental to the performance of services for WestEd, including but not limited to, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. WestEd shall not be responsible for expenses incurred by Contractor performing services for WestEd unless such cost are specifically identified are in Price Justification Clause of this Contract.
- 9.5 **Form 1099.** Contractors who receive more than \$600 in service fees and reimbursement will receive a Form 1099.
- 9.6 **Employment of Assistants.** Contractor may, at Contractors own expense, employ such assistants, as Contractor deems necessary to perform the services required of Contractor by this Contract. WestEd may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of the assistants and for all State and Federal income tax, unemployment insurance, Social Security, disability insurance and any other applicable withholdings.

10. OBLIGATIONS OF CONTRACTOR

- 10.1 **Tools and Instrumentalities.** Contractor will supply all tools, instruments and facilities required to perform the services under this Contract.
- 10.2 **Workers' Compensation.** Contractor agrees to provide Workers' Compensation insurance for Contractor's employees and agents and agrees to hold harmless and to indemnify WestEd for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.
- 10.3 **Indemnification of Liability.** Contractor shall indemnify and hold WestEd harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the employment, injury, or death of any person or damage to any property.
- 10.4 **State, Local and Federal Taxes.** Since a Contractor is not a WestEd employee, WestEd will not deduct any applicable withholdings from Contractor's invoices. Contractor is responsible for paying all required State, Local and Federal taxes, including, but not limited to Federal and State income taxes, FICA (Social Security), Federal or State unemployment contributions, or disability insurance.

11. GENERAL PROVISIONS

- 11.1 **Assignment.** Neither this Contract nor any duties or obligations under this Contract may be assigned by either party without the prior written consent of the other party.
- 11.2 **Intellectual Property.** Contractor shall convey to WestEd any invention or discovery, which is or may be patentable or otherwise protection under Title 35 of the United States Code that was first conceived or first actually reduced to practice in the performance of the work under this Agreement. Contractor agrees that any information, design, expression, computer program or other work that is or may be copyrighted under United States copyright law first created or developed in the performance of the work under this Agreement shall be a work made for hire, as defined by Title 17, Section 101, of the United States Code, for the benefit of WestEd. Contractor further agrees that any other information or data first created or developed in the performance of work under this Agreement, including that which may be subject to protection as a trade secret, shall be proprietary to WestEd. Further, any materials, products and documents of WestEd, are privileged and confidential, and may not be used by Contractor without WestEd's expressed written consent. Contractor shall particularly refrain from publishing same without the consent of WestEd.
- 11.3 **Dispute Resolution.** Any controversy or claim arising out of or relating to this Contract or breach thereof shall be settled promptly by arbitration before an arbitrator in accordance with the commercial rules of the American Arbitration Association then existing, provided however, that the arbitrator shall have no authority to add to, modify, change, or disregard any lawful terms of this Contract. The decision of the arbitrator shall be final and binding, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. In the event of any such arbitration or other legal proceeding, the prevailing party shall recover its reasonable attorneys' fees, except expenses, and costs, including arbitration fees.
- 11.4 **Termination.** It is mutually agreed that WestEd may cancel this agreement before performance is completed by giving written notice to the other party at least thirty (30) days prior to the termination date. If the term is less than thirty (30) days, WestEd may cancel this agreement at any time upon written notice to the contractor. WestEd may terminate this agreement immediately upon termination if the prime funder under which this agreement is being performed gives written notice of termination to WestEd.

Contract No.
C15302

Cost Code(s)
4474.02.001

- 11.5 Non-Solicitation.** During the term of this Contract, and for a period of one (1) year after termination of this Contract (the "Non-solicitation Period"), Contractor agrees not to directly or indirectly (a) solicit or in any manner encourage employees or consultants of WestEd to end their relationships with WestEd; or (b) solicit the business of any customer or client of WestEd (other than on behalf of WestEd). By signing this agreement, Contractor acknowledges and agrees that the names, addresses and product specifications of WestEd's customers constitute proprietary information and that the sale or unauthorized use or disclosure of this or any other proprietary information obtained during the Non-solicitation Period would constitute unfair competition with WestEd. Contractor agrees not to engage in any unfair competition with WestEd either during the Non-solicitation Period or at any time thereafter.
- 11.6 Miscellaneous.** This Contract contains a complete statement of all agreements between the parties with respect to its subject matter and except as expressly set forth herein supersedes all previous agreements, arrangements and understandings, written or oral, relating to its subject matter and cannot be changed or terminated except in writing, signed by WestEd's Chief Executive Officer. This Contract shall be governed by the laws of the State of California and shall be the exclusive jurisdiction for resolution of disputes under this Contract. If and to the extent that it is necessary or appropriate for either party to seek judicial relief (in order to obtain injunctive relief, to enforce the arbitration provision of this Contract or otherwise) the Superior Court of the State of California and/or the United States District Court for The Northern District of California shall have exclusive jurisdiction and that the decisions and awards of such courts shall be enforceable in any jurisdiction throughout the world. If any provision of this Contract is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of this Contract. The failure of a party to insist upon strict adherence to any term of this Contract on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon adherence to that term or any other term of this Contract. All waivers of a term or condition must be in writing executed by the party against whom the waiver is asserted.

Human Resources Review _____ Date _____

CONTRACTOR

CLIENT

By: _____
(Signature)

WestEd
By: _____
Richard Whitmore, Chief Financial Officer

(Typed Name & Title)

(Social Security/Taxpayer Identification Number)

(Project Director Approval)



Contract For Services PREHIRE CHECKLIST

Contract No.
C15302

HQ: 730 Harrison Street San Francisco, CA 94107-1242 (415) 565-3000 Fax (415) 565-3012
Finance Office: 4665 Lampson Avenue Los Alamitos, CA 90720-5139 (562) 598-7661 Fax (562) 799-5124

CONTRACTOR(S):

Place a check-mark confirming that the following statements are true regarding the person with whom services are being contracted.

If ANY statement is not true, a justification for Contractor status must be provided.

1. **No Training or Supervision**
Contractor(s) will not be furnished with training or supervision to accomplish the task. WestEd will provide specifications only if mandated under the Contract requirements.
2. **No Day-to-Day Operations**
Contractor(s) is not engaged to do work that is part of the day-to-day operations and/or perform the same type of work as WestEd employees.
3. **Control**
Contractor(s) will determine the order and sequence of work. Contractor(s) will control work hours and assistants. Contractor(s) will have the sole responsibility for all employee issues regarding assistants.
4. **Not a Continuous Relationship**
Contractor(s) will not have a continuous relationship with WestEd. If the relationship is frequent, it will be at irregular intervals, on call, (not full time), or whenever work is available.
5. **Time to Pursue and Work on Other Jobs**
Contractor(s) will have time to pursue other gainful work and may work for more than one firm at a time. Contractor(s) services are made available to the general public.
6. **No Monitoring/Interim Reports**
Since Contractor(s) is being engaged for a final result, Contractor(s) will not be monitored, or asked for progress, or interim reports, except as needed for collaboration of the project or as mandated by the project.
7. **Payment Timing**
Contractor(s) will be paid by the task, not by time spent. Payment by the task can include periodic payments of a percentage of the total for the completed task. Payment may also be based on the number of hours/days needed to complete the task, multiplied by a fixed hourly/daily rate. **However**, the total fee amount will be fixed in **advance**.
8. **Significant Investment**
Contractor(s) can and will perform services without the use of WestEd's facilities (office space, equipment, supplies, telephones, furniture, machinery, etc.). Contractor(s) investment in his trade is real, essential and adequate.

Contract No.
C15302

9. **Possible Profit or Loss**
Contractor(s) can make a profit or loss. Time/Expenditures under or above the fixed amount is at the Contractor's risk, the Contractor(s) is responsible for incidental expenses (supplies, meals, travel costs, etc.).
10. **Rights/Responsibilities**
As long as Contractor(s) produces a satisfactory result, and meets Contract specifications, Contractor(s) services cannot be discontinued. Contractor(s) is responsible for the satisfactory completion of the task and is legally obligated to compensate WestEd for failure to complete.
11. **Standard Practice**
There is evidence to show that it is standard practice for educational research and development organizations to treat individuals performing similar work as independent contractors.
12. **VITA Submitted**
Contractor(s) has submitted VITA (copy attached)
13. **Contract Specifications (48 CFR 3452.237-71)**
OERI required prior written approval from the Contracting Officer for any Contractor exceeding the daily rate set forth in the OERI Contract, or if no amount is specified, \$150/day or exceeding 10 days in any calendar year. **Check here if NOT APPLICABLE**

Justification for Contractor Classification:

Participate in the Community College Personnel Preparation Project for 2004/05 for specific activities outlined on the attached statement of work related to the development of curriculum and EI standards identified with WestEd CPEI

Requestor:

Cheryl Allen

Signature:

Date:

10/01/2004

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-c

Date: December 14, 2004

Subject: Contingency Budget Adjustments

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to provide for roof replacement on the former Martin Luther King Library building. (Fund 41, Resource 4160)			
From:	GO Bond Capital Projects	Contingency	\$ 244,862
To:	Facilities, Riverside	MLK Remodel Project	\$ 244,862
2. Transfer to provide for grading and retaining wall construction for phase 1 of the Riverside Campus Parking Structure Project. (Fund 41, Resource 4160)			
From:	GO Bond Capital Projects	Contingency	\$ 1,481,912
To:	Facilities, Riverside	Parking Structure Project	\$ 1,481,912
3. Transfer to provide for grading and site development for phase I of the Riverside Campus Track and Field Project. (Fund 41, Resource 4160)			
From:	GO Bond Capital Projects	Contingency	\$ 4,760,000
To:	Facilities, Riverside	Track and Field Project	\$ 4,760,000
4. Transfer to exercise the purchase option in the <i>Land Lease with Option to Purchase</i> agreement with the Redevelopment Agency of the City of Riverside relative to property generally known as 3845 Market Street, 3847 and 3907 Whittier Place and attendant parking lot.			
From:	GO Bond Capital Projects	Contingency	\$ 2,300,000
To:	Facilities, Riverside	Property Acquisition	\$ 2,300,000

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

Salvatore G. Rotella
President

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PRESIDENT'S OFFICE

AMENDED

Report No.: IV-A-7

Date: December 14, 2004

Subject: Out-of-State Travel

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

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

- 1) Dr. Bob Bramucci, dean, open campus, to travel to Washington, D.C., January 11-14, 2005, to attend the U.S. Department of Commerce Semi-Annual Grant meeting. Estimated cost: \$1,275.00. Funding source: Center for International Trade Development grant funds.
- 2)* **Dr. Marie Colucci, associate professor, nursing education/special assistant to the President; Ms. Sandra Baker, interim dean/director, nursing education; and Dr. Lisa Conyers, dean of instruction (Moreno Valley Campus) to travel to Lima, Peru, January 27-31, 2005, to plan a nursing cultural and language immersion program. Estimated cost: \$6,000.00. Funding source: the general fund.**
- 3) Dr. Sharon Crasnow, associate professor, philosophy, to travel to New York City, New York, January 5-7, 2005, to visit Bard High School Early College. Estimated cost: \$682.65. Funding source: the general fund.
- 4) At the meeting of November 16, 2004, the Board approved out-of-state travel for 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. The dates of travel have changed to March 10-16, 2004.
- 5) Ms. Kathleen Daley, Member, Board of Trustees, to travel to New York City, New York, January 5-9, 2005, to visit Bard High School Early College. Estimated cost: \$756.90. Funding source: the general fund.
- 6) Ms. Evangeline Fawson, associate professor, nursing education, to travel to Orlando, Florida, March 16-18, 2005, to attend the National League for Nurses Accrediting Commission Self-Study Forum 2005. Estimated cost: \$1,387.25. Funding source: the general fund.
- 7)* **President Mary Figueroa, Board of Trustees; Dr. Linda Lacy, vice president, student services; Mr. Gary Locke, associate professor, music; and Mrs. Sheila Locke, music specialist, performing arts, to travel to Madrid, Spain and London, England, December 27, 2004-January 3, 2005, accompanying 150 students participating in the Madrid Music Festival and the London New Year's Day Parade. There is no cost to the District.**

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PRESIDENT'S OFFICE

Report No.: IV-A-7

Date: December 14, 2004

Subject: Out-of-State Travel (continued)

- 8) President Mary Figueroa, Board of Trustees, Mr. Jose Medina, Member, Board of Trustees, and Mr. Mark Takano, Secretary, Board of Trustees, to travel to Washington, D.C., February 12-16, 2005, to attend the Association of Community College Trustees Community College National Legislative Summit 2005. Estimated cost: \$9,600.00. Funding source: the general fund.
- 9) Ms. Dina Humble, assistant professor, music, and Mr. Peter Curtis, instructor, music, to travel to Bangkok, Thailand, March 11-18, 2005, to accompany 20 students in the Vocal Jazz Ensemble and Guitar classes. Estimated cost: \$20,000.00. Funding source: \$5,500.00 from the general fund, and \$14,500.00 to be paid by the students.
- 10) At the meeting of November 16, 2004, the Board approved out-of-state travel for 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. The funding source has changed to: \$500.00 from the general fund, \$500.00 from faculty staff development funds, and \$3,095.00 to be paid by the employee.
- 11) Ms. Virginia MacDonald, executive assistant to the president/chief of staff, to travel to New York City, New York, January 5-7, 2005, to visit Bard High School Early College. Estimated cost: \$635.20. Funding source: the general fund.
- 12) Ms. Virginia MacDonald, executive assistant to the president and chief of staff, to travel to Washington, D.C., February 12-16, 2005, to attend the Association of Community College Trustees Community College National Legislative. Estimated cost: \$3,200.00. Funding source: the general fund.
- 13) Dr. Richard Mahon, assistant professor, humanities, to travel to New York City, New York, January 5-7, 2005, to visit Bard High School Early College. Estimated cost: \$634.45. Funding source: the general fund.
- 14) Ms. Colleen Molko, associate director, grant and contract services, to travel to Philadelphia, Pennsylvania, February 5-9, 2005, to attend the National Council for Community and Education Partnerships/GearUp Capacity-Building Workshop 2005 and pre-workshop activities. Estimated cost: \$1,701.22. Funding source: Passport/GearUp grant funds.
- 15) Dr. Chris Nollette, director, emergency medical services, to travel to Alexandria, Virginia, February 4-6, 2005, to attend the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions meeting. There is no cost to the District.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PRESIDENT'S OFFICE

Report No.: IV-A-7

Date: December 14, 2004

Subject: Out-of-State Travel (continued)

- 16) At the meeting of November 16, 2004, the Board approved out-of-state travel for 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. The travel has changed to include attendance at the National Legislative Summit, 2005, and the cost has increased to \$2,288.30.
- 17) At the meeting of August 10, 2004, the Board approved out-of-state travel for Ms. Deborah Slayton, procurement specialist, procurement assistance center, to travel to Honolulu, Hawaii, December 3-10, 2004, to attend the Opening Doors for America's Heroes Conference and the Department of Defense Western Regional Council meeting. Estimated cost: \$889.63. Funding source: Procurement Assistance Center grant funds. The cost has increased to \$1,895.66, to reflect hotel fees.
- 18) Mr. Jeffrey Williamson, interim director, center for international trade development, to travel to Washington, D.C., January 11-14, 2005, to attend the U.S. Department of Commerce Semi-Annual Grant meeting, and other meetings. Estimated cost: \$1,196.00. Funding source: Center for International Trade Development Statewide grant funds.

Salvatore G. Rotella
President

Prepared by: Michelle Haeckel
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. IV-A-9-a

Date: December 14, 2004

Subject: Signature Authorization

Background: Education Code Sections 85232 and 85233 specify that authorization can be given to designated District administrators to sign orders drawn on District funds and notices of employment. Attached is the Certification of Signatures form required to be filed with the Riverside County Office of Education to certify the authorization.

In addition, to properly manage the District's banking activities, purchasing operations and Federal, State and locally funded grant programs, designated administrators can be authorized to sign bank checks, purchase orders and grant documents.

Recommended Action: It is recommended that the Board of Trustees authorize each Trustee and the following District administrators to sign vendor warrant orders, orders for salary payment, notices of employment, bank checks, purchase orders and grant documents:

Salvatore G. Rotella	President
James L. Buysse	Vice President, Administration and Finance
Ray Maghroori	Vice President, Academic Affairs
Linda L. Lacy	Vice President, Student Services/Operations
Aaron S. Brown	Associate Vice President, Finance
Marilyn Mathieu	District Controller
Edward Godwin	Director, Administrative Services

It is also recommended that the Board of Trustees authorize the following District administrator to sign purchase orders:

Doretta Sowell	Purchasing Manager
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Salvatore G. Rotella
President

Prepared by: Aaron S. Brown
Associate Vice-President, Finance

CERTIFICATION OF SIGNATURES

DISTRICT Riverside Community College Date December 14, 2004 I, _____, President of the Board of Trustees certify that the signatures shown below in Column I are the verified signature of the members of the governing board; verified signatures of personnel authorized to sign orders drawn on the funds of the school district appear in Column II, and verified signatures of personnel authorized to sign Notices of Employment appear in Column III. No person other than an officer or employee of the district can be authorized to sign orders. These certifications are made in accordance with the provisions of Education Code Section 42632, 42633, 44843, 85232, 85233 and 87412. If those authorized to sign orders as shown in Column II are unable to do so, the law requires the signatures of the majority of the governing board.

SIGNATURES OF MEMBERS OF GOVERNING BOARD COLUMN I	SIGNATURES OF PERSONNEL AUTHORIZED TO SIGN WARRANT ORDERS AND ORDERS FOR SALARY PAYMENT COLUMN II	SIGNATURES OF PERSONNEL AUTHORIZED TO SIGN NOTICES OF EMPLOYMENT COLUMN III
President of the Board	Signature Salvatore G. Rotella President	Signature Salvatore G. Rotella President
Vice President	Typed Name and Title	Typed Name and Title
Secretary	Signature James L. Buisse Vice President, Administration and Finance	Signature James L. Buisse Vice President, Administration and Finance
Member of the Board	Typed Name and Title	Typed Name and Title
Member of the Board	Signature Reza (Ray) Maghroori Vice President, Academic Affairs	Signature Reza (Ray) Maghroori Vice President, Academic Affairs
Member of the Board	Typed Name and Title	Typed Name and Title
Member of the Board	Signature Linda L. Lacy Vice President, Student Services/Operations	Signature Linda L. Lacy Vice President, Student Services/Operations
Member of the Board	Typed Name and Title	Typed Name and Title

Number of signatures district requires on Orders for Salary Payment: 1. Number of signatures district requires for "B" Warrant Orders: 1.

If the board has given special instructions for signing Warrant Orders for Salary Payment, or Notices of Employment, please attach a copy of the resolution to this form.

PLEASE CHECK

- | | |
|---|---|
| <input checked="" type="checkbox"/> Newly Elected Governing Board | <input type="checkbox"/> Substitution in Column I |
| <input type="checkbox"/> Addition in Column II | <input type="checkbox"/> Substitution in Column II |
| <input type="checkbox"/> Addition in Column III | <input type="checkbox"/> Substitution in Column III |

PLEASE SUBMIT AN ORIGINAL AND THREE COPIES

CERTIFICATION OF SIGNATURES

DISTRICT Riverside Community College Date December 14, 2004 I, _____, President of the Board of Trustees certify that the signatures shown below in Column I are the verified signature of the members of the governing board; verified signatures of personnel authorized to sign orders drawn on the funds of the school district appear in Column II, and verified signatures of personnel authorized to sign Notices of Employment appear in Column III. No person other than an officer or employee of the district can be authorized to sign orders. These certifications are made in accordance with the provisions of Education Code Section 42632, 42633, 44843, 85232, 85233 and 87412. If those authorized to sign orders as shown in Column II are unable to do so, the law requires the signatures of the majority of the governing board.

SIGNATURES OF MEMBERS OF GOVERNING BOARD	SIGNATURES OF PERSONNEL AUTHORIZED TO SIGN WARRANT ORDERS AND ORDERS FOR SALARY PAYMENT	SIGNATURES OF PERSONNEL AUTHORIZED TO SIGN NOTICES OF EMPLOYMENT
COLUMN I	COLUMN II	COLUMN III
_____ President of the Board	_____ Signature Aaron S. Brown Associate Vice President, Finance	_____ Signature Aaron S. Brown Associate Vice President, Finance
_____ Vice President	_____ Typed Name and Title	_____ Typed Name and Title
_____ Secretary	_____ Signature Marilyn Mathieu District Controller	_____ Signature Marilyn Mathieu District Controller
_____ Member of the Board	_____ Typed Name and Title	_____ Typed Name and Title
_____ Member of the Board	_____ Signature Edward Godwin Director, Administrative Services	_____ Signature Edward Godwin Director, Administrative Services
_____ Member of the Board	_____ Typed Name and Title	_____ Typed Name and Title
_____ Member of the Board	_____ Signature	_____ Signature
_____ Member of the Board	_____ Typed Name and Title	_____ Typed Name and Title

Number of signatures district requires on Orders for Salary Payment: 1. Number of signatures district requires for "B" Warrant Orders: 1.

If the board has given special instructions for signing Warrant Orders for Salary Payment, or Notices of Employment, please attach a copy of the resolution to this form.

PLEASE CHECK

- Newly Elected Governing Board
 Addition in Column II
 Addition in Column III

- Substitution in Column I
 Substitution in Column II
 Substitution in Column III

PLEASE SUBMIT AN ORIGINAL AND THREE COPIES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. IV-A-9-b

Date: December 14, 2004

Subject: Destruction of Records

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

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

Recommended Action: It is recommended that the records on the attached list be approved for destruction by the Board of Trustees.

Salvatore G. Rotella
President

Prepared by: Doretta Sowell
Purchasing Manager

Destruction of Archived Records
Dated Prior to June 30, 2004

Container Number	From	Add Date	Destroy Date
186332	Institutional Research Fall 1995	7/14/1998	12/31/2001
467686	ALOT of FSD a Little Flex	10/11/2001	11/30/2003
467708	FSDApplications	10/11/2001	11/30/2003
510634	Human Resources Certificated Recruitments	10/18/2000	1/30/2004
520441	Riverside Student Financial Services-Green Bars-Spread Sheet	8/21/2002	12/31/2003
721306	Online Dev Distance Reaming Title Iii Open Campus K. Kauffman	7/17/2003	9/11/2003
721323	International Student Center Student Files	7/17/2003	1/20/2003
721328	EOPS Files #4	7/17/2003	12/31/2003
721402	EOPS Files #3	7/17/2003	12/31/2003
721477	EOPS Files #5	7/17/2003	12/31/2003
467814	Human Resources Recruitments	10/11/2001	12/31/2003
519959	Human Resources Recruitments	8/19/2002	2/28/2004
519980	Human Resources Recruitments	8/19/2002	4/30/2004
519970	Human Resources Recruitments	8/19/2002	6/30/2004
260110	Human Resources - Academic Recruitment	1/18/2000	1/31/2004
284187	Human Resources - Certificated Recruitments	10/18/2000	1/30/2004
284177	Human Resources - Certificated Recruitments	10/18/2000	1/30/2004
284185	Human Resources - Certificated Recruitments	10/18/2000	1/30/2004
284032	Human Resources - Certificated Recruitments	10/18/2000	1/31/2004
520008	123 Human Resources - Certificated Recruitments	8/19/2002	1/31/2004
520021	124 Human Resources - Certificated Recruitments	8/19/2002	1/31/2004
520000	125 Human Resources - Certificated Recruitments	8/19/2002	1/31/2004
520019	126 Human Resources - Certificated Recruitments	8/19/2002	1/31/2004
519989	127 Human Resources - Certificated Recruitments	8/19/2002	1/31/2004
519990	128 Human Resources - Certificated Recruitments	8/19/2002	1/31/2004
520018	129 Human Resources - Certificated Recruitments	8/19/2002	1/31/2004
519999	130 Human Resources - Certificated Recruitments	8/19/2002	1/31/2004

Destruction of Archived Records
Dated Prior to June 30, 2004

Container Number	From	Add Date	Destroy Date
519992	131 Human Resources - Certificated Recruitments	8/19/2002	1/31/2004
520009	132 Human Resources - Certificated Recruitments	8/19/2002	1/31/2004
520434	Sp 01 - EOPS 2/3	8/21/2002	6/30/2003
130873	ABS ASRCC Payables	9/22/1997	7/1/2000
159227	International Student Center Student Files - Miscellaneous #16	4/22/1998	12/30/2003
674537	Class 3 Applied Tech	9/30/2003	12/30/2003
674526	Class 3 Applied Tech Inventory Matriculation Community Report	9/30/2003	12/30/2003
511093	Student Financial Services Student Labor Printouts	10/18/2000	12/31/2003
284095	Student Financial Services Student Files	10/18/2000	12/31/2003
284129	Student Financial Services Student Files	10/18/2000	12/31/2003
510917	Student Financial Services - Gr. Bars	10/18/2000	12/31/2002
510964	Student Financial Services Student Employee Files	10/18/2000	12/31/2002
284047	Student Financial Services Green Bars	10/18/2000	12/31/2003
510950	Student Financial Services Student Employee Files	10/18/2000	12/31/2002
284081	Student Financial Services Student Files	10/18/2000	12/31/2003
721330	Random & Miscellaneous	7/17/2003	12/31/2003
284122	Student Financial Services Pell Grants	10/18/2000	12/31/2003
510978	Student Financial Services Student Employee Files	10/18/2000	12/31/2002
510968	Student Financial Services Student Files	10/18/2000	12/31/2003
510983	Student Financial Services Student Employee Files	10/18/2000	12/31/2002
510976	Student Financial Services Student Files	10/18/2000	12/31/2003
674523	Class 3 Applied Tech Work Experience Travel Registers	9/30/2003	12/23/2003
674524	Class 3 Applied Tech Old Facility Employees	9/30/2003	12/23/2003
674522	Class 3 Applied Tech	9/30/2003	12/23/2003
974539	Class 3 Applied Tech	9/30/2003	12/23/2003
284052	Student Financial Services Student Files	10/18/2000	12/31/2003
510982	Student Financial Services Green Bars	10/18/2000	12/31/2003

Destruction of Archived Records
Dated Prior to June 30, 2004

Container Number	From	Add Date	Destroy Date
284138	Student Financial Services - Pell Grants	10/18/2000	12/31/2003
284113	Student Financial Services Scholarship Applications	10/18/2000	12/31/2003
284112	Student Financial Services Bogw Waivers	10/18/2000	12/31/2003
284149	Student Financial Services - Student Files	10/18/2000	12/31/2003
284042	Student Financial Services - Student Files	10/18/2000	12/31/2003
510956	Student Financial Services Bogw Waivers	10/18/2000	12/31/2003
284060	Student Financial Services Student Files	10/18/2000	12/31/2003
284041	Student Financial Services - Student Files	10/18/2000	12/31/2003
284108	Student Financial Services Scholarship Applications	10/18/2000	12/31/2003
510966	Student Financial Services Student Files	10/18/2000	12/31/2003
284099	Student Financial Services Bogw Waivers	10/18/2000	12/31/2002
284153	Student Financial Services - Pell Grants	10/18/2000	2/28/2003
284059	Student Financial Services Student Files	10/18/2000	12/31/2003
284101	Student Financial Services Student Applications	10/18/2000	12/31/2003
284152	Student Financial Services - Student Files	10/18/2000	2/28/2003
284131	Student Financial Services Student Files	10/18/2000	12/31/2003
510924	Student Financial Services Student Files	10/18/2000	12/31/2003
284130	Student Financial Services Pell Grants Moreno Valley	10/18/2000	12/31/2003
510943	Student Financial Services Bogw Waivers	10/18/2000	12/31/2003
284151	Student Financial Services - Student Files	10/18/2000	2/28/2003
510838	Student Financial Services Bogw Waivers	10/18/2000	12/31/2003
284133	Student Financial Services Student Files	10/18/2000	12/31/2003
284049	Student Financial Services Student Files	10/18/2000	12/31/2003
284067	Student Financial Services Student Files	10/18/2000	12/31/2003
284150	Student Financial Services - Pell Grants Box 4	10/18/2000	12/31/2003
284128	Student Financial Services Student Files	10/18/2000	12/31/2003
284116	Student Financial Services Student Employee Files	10/18/2000	12/31/2003

Destruction of Archived Records
Dated Prior to June 30, 2004

Container Number	From	Add Date	Destroy Date
284058	Student Financial Services Student Files	10/18/2000	12/31/2003
510905	Student Financial Services Student Files	10/18/2000	12/31/2003
284148	Student Financial Services - Student Files	10/18/2000	12/31/2003
284127	Student Financial Services Student Files	10/18/2000	12/31/2003
284091	Student Financial Services Scholastic Evaluation Forms	10/18/2000	12/31/2003
284115	Student Financial Services Student Files	10/18/2000	12/31/2003
510916	Student Fin. Services - Student Files	10/18/2000	12/31/2003
284054	Student Financial Services Student Files	10/18/2000	12/31/2003
284110	Student Financial Services Bogw Waivers	10/18/2000	12/31/2003
510914	Student Financial Services Student Files	10/18/2000	12/31/2003
284141	Student Financial Services Box 6	10/18/2000	12/31/2003
284051	Student Financial Services Student Files	10/18/2000	12/31/2003
284117	Student Financial Services Student Files	10/18/2000	12/31/2003
284132	Student Financial Services Student Files	10/18/2000	12/31/2003
284061	Student Financial Services Student Files	10/18/2000	12/31/2003
284046	Student Financial Services Miscellaneous Documents	10/18/2000	12/31/2003
674510	Class 3 Applied Tech Air Engineering, Home Economics, Auto Construction, Graphics, Electronics, Telecommunications, Manufacturing, T-Ten Toyota Welding, Todd Task, Checked 7/23/03	12/23/2002	9/30/2003
467760	Flex Contracts	10/11/2001	11/30/2003
519905	Facilities & Planning Request	8/19/2000	12/31/2003
520418	Mainframe Disbursement Reports - Pell Misc	8/21/2002	12/31/2003
520419	Student Financial Services - Pell Misc	8/21/2002	12/31/2003
520427	Riverside Student Financial Services - Student Employment Hire Paperwork	8/21/2002	12/31/2003
520431	Student Financial Services - Riverside - Bogw Applications	8/21/2002	12/31/2003
520435	Riverside Student Financial Services - Fee Waivers	8/21/2002	12/31/2003
519891	Facilities Usage Rcc Facilities & Planning	8/19/2002	12/31/2003

Destruction of Archived Records
Dated Prior to June 30, 2004

Container Number	From	Add Date	Destroy Date
721440	Asrcc Cumulative General Ledger, Journal Entries, Miscellaneous Invoices, Final Statements, Purchase Orders	7/17/2003	7/31/2003
281463	Payables	9/18/2000	7/1/2002
467703	Cashier's Office - Miscellaneous	10/11/2001	7/30/2002
281456	Cash Register Tapes	9/18/2000	7/1/2003
281479	Register Tapes	9/18/2000	7/1/2003
467778	Book Store Register Tapes 9/23/99 - 9/30/99; Cash Refunds Book Vouchers 99/00	10/11/2001	7/30/2003
284023	ABS Bookstore - Reg Tapes	10/18/2000	7/31/2002
284027	ABS Bookstore - Reg Tapes	10/18/2000	7/31/2002
281473	Register Tapes	9/18/2000	7/1/2002
284029	ABS Bookstore - Reg Tapes	10/18/2000	7/31/2002
281467	Daily Cash Register Sales	9/18/2000	7/1/2002
284008	Bookstore Register Tapes	10/18/2000	7/1/2002
284015	ABS Bookstore - Reg Tapes	10/18/2000	7/31/2002
283998	ABS Register Tapes	10/18/2000	7/1/2002
467789	Auxiliary Business Services Accounts Payable, Bookstore	10/11/2001	7/30/2003
467792	Auxiliary Business Services Cash Receipts, Accounts Receivable, Revenue Transfers	10/11/2001	7/30/2003
467797	Auxiliary Business Services Merchant Bankcard Transactions	10/11/2001	7/30/2003
510795	Bookstore Abs Register Tapes	10/18/2000	7/1/2002
467781	ABS Admissions Cash Reciepts Cashier's Sessions 5124-6098	10/11/2001	7/30/2003
467782	Auxiliary Business Services Admissions, Merchant Bankcard Sessions	10/11/2001	7/30/2003
519965	ABS - Cashier - Dist & Food Services Receipts	8/19/2002	7/31/2003
519984	ABS - Cashier - Administration Refunds - District Reciepts, Health Charges ISO - Metered Parking, Administration Reciepts - Rec Swim	8/19/2002	7/31/2003

Destruction of Archived Records
Dated Prior to June 30, 2004

Container Number	From	Add Date	Destroy Date
519987	ABS - ASRCC - Cash Reciepts	8/19/2002	7/31/2003
520373	ABS-Food Services - Cash Reconciliations	8/21/2002	7/31/2003
520376	ABS-Cashier Bounce Slips - Brinks Books - Test, Athletic Accounts Balance Sheets - Bag Signouts, Staff Student Sighouts - District Rec. - Library Fees - Child Care - Coaches Cheeks	8/21/2002	7/31/2003
721437	Food Service, Inventory, Transfers, Vending	7/17/2003	7/31/2003
721456	ABS Student Federal & State Grants, Autorized Letters Cash Receipts, General Ledger, Journal Entries	7/17/2003	7/25/2003
519952	ABS - Food Services - Payables	8/19/2002	7/31/2003
520356	ABS - ASRCC - Payables	8/21/2002	7/31/2003
519963	ABS - Food Services - Payables	8/19/2002	7/31/2003
520351	ABS - ASRCC - Payables	8/21/2002	7/31/2003
467808	Auxiliary Business Services Register Tapes	10/11/2001	7/30/2003
467766	Register Tapes	10/11/2001	7/30/2003
467800	ABS, Admissions Cash Receipts Cashiers Sessions	10/11/2001	7/30/2003
467812	Auxiliary Business Services Register Tapes	10/11/2001	7/30/2003
467811	Auxiliary Business Services Admissions Merchant Bankcard Sessions	10/11/2001	7/30/2003
281476	Register Tapes	9/18/2000	7/1/2003
519964	ABS - Food Services - Cash Reconciliations	8/19/2002	7/31/2003
281482	Register Tapes	9/18/2000	7/1/2003
467799	ABS Admissions Cash Receipts Cashier's Sessions 6900-7899	10/11/2001	7/30/2003
281466	Register Tapes	9/18/2000	7/1/2002
281475	Register Tapes	9/18/2000	7/1/2003
519910	104 Flex - Fd	8/19/2002	6/30/2003
467809	ABS Admissions Cash Receipts	10/11/2001	7/30/2003

Destruction of Archived Records
Dated Prior to June 30, 2004

Container Number	From	Add Date	Destroy Date
	Cashier's Sessions 7900-8599		
721304	Fss Budget, Fd Budget	7/17/2003	9/13/2003
467783	Auxiliary Business Services Admissions	10/11/2001	7/30/2003
467801	Auxiliary Business Services Admission Cash Receipts Cashier's Sessions	10/11/2001	7/30/2003
281465	Register Tapes	9/18/2000	7/1/2003
467788	ABS Admissions Cash Receipts Cashier's Sessions 9700-10634	10/11/2001	7/30/2003
281464	Register Tapes	9/18/2000	7/1/2003
467816	New Faculty - Kristina Kauffman	10/11/2001	8/30/2002

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1

Date: December 14, 2004

Subject: Proposed Curricular Changes

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

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

Salvatore G. Rotella
President

Prepared by: Sylvia Thomas
Associate Vice President of Instruction

New Course Proposals

1. BUS-53 – Introduction to Personal Finance 3 units
Prerequisite: None
An introduction to personal finance focusing on mastering the key concepts involved in attaining personal wealth. Personal finance focuses on the concepts, decision-making tools, and applications of financial planning. A financial plan will be utilized to guide decisions today and in years to come. Additional emphasis will be placed on interpreting financial information obtained online, the theory and practice regarding income tax law, health insurance provisions, retirement programs and personal investing. Total of 54 hours lecture.
2. ESL-65 – American Classroom Culture 1 unit
Prerequisite: None.
This course, intended for international students, is designed to assist them with the transition from the social/educational systems in their own cultures to the social/educational systems in the U.S. Provides non-native speaking students with theory and practice of academic and language skills needed for success in an American educational setting. Total of 18 hours lecture. (CR/NC)

Course Revision Proposals

1. ADJ-R1A2 – Level III Reserve Officer Training, Part 2 – prerequisite change
From: Prerequisite: ADJ-R1A1 or equivalent.
To: Prerequisite: ADJ-P4A and ADJ-W10A.
2. ADJ-R1C – Level I Reserve Officer Training – units, prerequisite, hours changes
From: 13 units
Prerequisite: ADJ-R1B and ADJ-W10A.
Total of 182 hours lecture and 183 hours laboratory.

To: 13.5 units
Prerequisite: ADJ-R1B.
Total of 182 hours lecture and 207 hours laboratory.
3. BIO-11 – Introduction to Molecular and Cell Biology – prerequisite, description changes
From: Prerequisite: High school biology or Biology 1. High school chemistry and algebra or equivalent recommended.
An intensive course for all Life Science majors designed to prepare the student for upper division courses in molecular biology, cell biology, and genetics. Course material includes introduction, principles of biochemistry, cells, genetics, and diversity. Total of 72 hours lecture and 54 hours laboratory.

To: Prerequisite: CHE-1A.
An intensive course for all Life Science majors designed to prepare the student for upper division courses in molecular biology, cell biology, developmental biology, evolution, and genetics. Course material includes introduction, principles of biochemistry, metabolism,

cells, genetics, development, evolution and diversity. Total of 72 hours lecture and 54 hours laboratory (CAN BIOL 2).

4. CIS-72A – Introduction to Web Page Creation – description change
From: An introduction to Web page creation using Hypertext Markup Language (HTML). Use HTML to design and create Web pages with formatted text, hyperlinks, lists, images, tables, frames, and forms. Total of 27 hours of lecture.
To: An introduction to Web page creation using Extensible Hypertext Markup Language (XHTML). Use XHTML to design and create Web pages with text, hyperlinks, lists, images, tables, frames, and forms. Total of 27 hours of lecture.
5. EMS-71 – Clinical Medical Specialty I – units, hours changes
From: 8 units; Total of 144 hours lecture.
To: 2.5 units; Total of 144 hours laboratory.
6. EMS-83 – Clinical Medical Specialty II – units, hours changes
From: 8 units; Total of 144 hours lecture.
To: 2.5 units; Total of 144 hours laboratory.
7. OFC-72A – Introduction to Web Page Creation
From: An introduction to Web page creation using Hypertext Markup Language (HTML). Use HTML to design and create Web pages with formatted text, hyperlinks, lists, images, tables, frames, and forms. Total of 27 hours of lecture.
To: An introduction to Web page creation using Extensible Hypertext Markup Language (XHTML). Use XHTML to design and create Web pages with text, hyperlinks, lists, images, tables, frames, and forms. Total of 27 hours of lecture.

Proposed Course Deletions

1. ADJ-R1A1 – Level III Officer Training, Part 1 (PC 832, Arrest and Firearms)

Revised Certificate Patterns

1. Locally Approved Certificate–COBOL – revised, see Attachment A.
2. State Approved Degree/Certificate–Computer Applications – See Attachment B.

Information Item

1. Discipline Name Change
From: Office Administration
To: Computer Applications and Office Technology

The CIS and Office Administration disciplines, as well as the Occupational Advisory committees, are in favor of this name change. It more accurately reflects what is being taught in the courses and the skills needed in industry.

ATTACHMENT A

COBOL PROGRAMMING

Certificate Program

<u>Required Courses (9 units)</u>		<u>Units</u>
CIS-13A	COBOL Programming: Introduction	3
CIS-13B	COBOL Programming: Intermediate	3
CIS-5	Fundamentals of Programming Logic using C++	3
or		
CIS-2	Fundamentals of System Analysis	3

ATTACHMENT B

COMPUTER INFORMATION SYSTEMS

Computer Applications

Certificate Program

Required Courses (30 units)		Units
CIS-1A	Introduction to Computer Information Systems	3
CIS-1B	Advanced Concepts in Computer Information Systems	3
CIS-5	Fundamentals of Programming Logic using C++	3
or		
CIS-28A	MS Access Programming	3
CIS-21	Introduction to Operating Systems	3
OFC-31	Business Communications	3
or		
BUS-22	Management Communications	3
Electives 1	(Choose from list below)	7.5
Electives 2	(Choose from list below)	7.5

Electives 1 (7.5 units)

CIS-2	Fundamentals of Systems Analysis	3
CIS-20	Systems Analysis and Design	3
CIS-23	Software and End User Support	3
CIS-25	Data Communications	3
CIS-61	Introduction to Databases	3
CIS/OFC-80	Word Processing: Microsoft Word for Windows	3
CIS/OFC-84	Word Processing: WordPerfect for Windows	3
CIS/OFC-93A	Introduction to Windows	1.5
CIS-95A	Introduction to the Internet	1.5
CIS/OFC-98B	Advanced Excel	1.5
GIS-1	Introduction to Geographic Information Systems	3

Electives 2 (7.5 units)

CIS-14A	Web Programming: Java Script	3
CIS/OFC-54A	Introduction to Flash	3
CIS/OFC-56A	Designing Web Graphics	3
CIS/OFC-72A	Introduction to Web Page Creation	1.5
CIS/OFC-72B	Intermediate Web Page Creation using Cascading Style Sheets (CSS)	1.5
CIS-73A	Introduction to Multimedia Authoring	3
CIS/OFC-76A	Website Creation using Microsoft FrontPage	3
CIS/OFC-76B	Introduction to DreamWeaver	3
CIS/OFC-77	Beginning Desktop Publishing using PageMaker	3
CIS/OFC-78A	Introduction to Adobe PhotoShop on the IBM PC	3
CIS/OFC-79	Introduction to Adobe Illustrator on the IBM	3
CIS/OFC-81	Introduction to Desktop Publishing using Adobe InDesign	3

Associate in Science Degree

The Associate in Science Degree in Computer Information Systems, Computer 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: December 14, 2004

Subject: Amended Agreement with Jeff Weeks

Background: Attached for the Board's review and consideration is an Amended Contract Agreement between Riverside Community College District and Jeff Weeks to amend the Contract Agreement, (Board Report No. V-A-13), which was approved on September 16, 2004. The amended agreement will need to add an additional Wig Design and maintenance for the production of "Grease" for the amount of \$700.00. These services will be used by Performance Riverside to mount a production for nine to eleven performances (based on student matinee performances) November 5 - November 21, 2004. The term of the agreement is November 21, 2004 and includes service fees of \$700.00 for "Grease". Funding Source: General Fund.

The trainer/service provider/vendor identified in this contract does not make or participate in 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, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees ratify the amended service contract between Riverside Community College District and Jeff Weeks and authorize the Vice President of Administration and Finance to sign the amended contract for the additional service fees for the production of "Grease". The term of the agreement is November 2004 for nine to eleven performances (based on student matinee performances) and includes a fee of \$700.00.

Salvatore G. Rotella
President

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

**AMENDED AGREEMENT TO Wig Designer Jeffrey Weeks
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT**

RIVERSIDE COMMUNITY COLLEGE DISTRICT/Performance Riverside, and Jeffrey Weeks, Wig Designer, hereby agree to amend the Contract Agreement (Board Report V-A-13) dated September 15, 2004, approved by the board on September 16, 2004, pertaining to Wig Designs and Maintenance plan for the Performance Riverside's Season Production to be as follows:

Shall be amended to read:

5. Additional payment not to exceed \$700.00 for the wig design and maintenance for the production of "Grease".
6. Payment shall be due November 21, 2004.
(Check is set up for payment on this date and mailed the next business day, per District regulations.)

All other provisions of the agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDED AGREEMENT on this December 15, 2004.

By: _____
Jeffrey Weeks, Wig Designer

By: _____
James L. Buysse, Vice President
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No: V-A-2-b

Date: December 14, 2004

Subject: Contractor Agreement with Carey Curtis Smith

Background: Attached for the Board's review and consideration is a proposed contract between Riverside Community College District and Carey Curtis Smith to provide services as the director/associate producer for the production of "Fiddler on the Roof". These services will be used by Performance Riverside to mount a production for twelve performances. The term of the agreement is November 9, 2004 through February 20, 2005 for a fee of \$6,000.00. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees ratify the service contract between Riverside Community College District and Carey Curtis Smith and authorize the Vice President Administration and Finance to sign the contract for the production of "Fiddler on the Roof." The term of this contract will be November 9, 2004 through February 20, 2005 and includes twelve performances for a fee of \$6,000.

Salvatore G. Rotella
President

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

AGREEMENT BETWEEN **Carey Curtis Smith**
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this November 9, 2004, by and between **Carey Curtis Smith**, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, here in after referred to as the "District."

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
 - a. Design a **Director/Associate Producer** plan for District's Performance Riverside production of **"Fiddler on the Roof"** with **scheduled performances from February 4-20, 2005.**
 - b. Hold a Production meeting with the crew, stage manager, lighting designer, costumer, prop master, and sound designer.
 - c. Provide necessary direction to actors, crew, and designers and will coordinate the employment of cast, set design, costumes and rehearsal calendar to facilitate the presentation of **"Fiddler on the Roof."**
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 the auditions to the first performance on **February 4, 2005.**
5. Payment in consideration of this agreement shall not exceed **\$6,000.00**, payable on or before the following:

Fiddler on the Roof	\$2,000.00	December 15, 2004, January 3, 2005
		and February 4, 2005

(Checks are set up for payment on these dates 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.

Carey Curtis Smith

Riverside Community College District

Consultant Signature

James L. Buisse, Vice-President
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No.: V-A-2-c

Date: December 14, 2004

Subject: Agreement – Beachworks dba Performance Loft-Chris Beach (representative)

Background: Presented to the Board for consideration and approval is an agreement between Riverside Community College District and Beachworks dba Performance Loft, Mr. Chris Beach. Mr. Beach will direct the show, “Three-Penny Opera,” at the Performance Loft in Redlands, CA and collaborate with RCCD faculty member, Joanne Dierdorff, in presenting a production of “Three-Penny Opera.” As part of this project he will supervise students from RCCD, UCR, and the University of Redlands who will be participating as part of a Curriculum Demonstration Project for the Riverside School for the Arts (RSA) program. Mr. Beach will provide documentation regarding the nature of the collaboration between RCCD and the U of R to be used as a model for building RSA curriculum. The term of this agreement is December 15, 2004 through April 7, 2005. The fee is \$2,000. Funding Source: RSA FIE Grant (SPP 223)

The trainer/service provider/vendor identified in this contract does not make or participate in 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, Director, Administrative Services.

Recommended Action: It is recommended the Board of Trustees approve the Agreement with Beachworks dba Performance Loft, Mr. Chris Beach to collaborate with RCCD faculty member, Joanne Dierdorff to direct, “Three Penny Opera” and authorize the Vice President, Administration and Finance to sign the agreement. The term of the agreement is December 15, 2004 through April 7, 2005 for an amount not to exceed \$2000.

Salvatore G. Rotella
President

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

**Independent Contractor Agreement
Between
Riverside Community College District
And
Beachworks dba Performance Loft**

This Agreement, entered into this **December 15, 2004**, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and **Beachworks dba Performance Loft**, whose address is **1200 E. Colton Avenue, P.O. Box 3080, Redlands, CA 92373**, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning **December 15, 2004**, and will continue in effect until **April 7, 2005**.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

- 4.01 Representatives. Contractor's representative shall be Chris Beach, who shall be the person in charge of all services to be performed hereunder. Contractor's representative shall be available to RCCD at all reasonable times. Any substitution or replacement of Contractor's representative shall require prior approval, in writing, by RCCD's representative.
- 4.02 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College

District. Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.

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

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

ARTICLE V. OBLIGATIONS OF CLIENT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of RCCD.
- 7.04 Debarment, Suspension, and Other Responsibility Matters. Contractor agrees to comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions. In addition, Contractor certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Riverside Community College District
Loft

Beachworks bda Performance

James L. Buysse
President, Administration and Finance

Chris Beach, Artistic Director

Date

Date

EXHIBIT A

**Riverside Community College District
Independent Contractor Agreement with
Beachworks bda Performance Loft**

SCOPE OF SERVICES

Riverside School for the Arts: Curriculum Demonstration Project #0405

Chris Beach is the Artistic Director at Beachworks bda Performance Loft and Chair of the Theatre Arts Department at the University of Redlands with special interests in collaboration among arts disciplines and installation art. With this agreement, Mr. Beach will perform services and produce deliverables as detailed within this scope of service.

Mr. Beach will:

- Collaborate with Riverside Community College faculty member, Joanne G. Dierdorff, and other project participants in developing and presenting a project-based arts experience based on the Riverside School for the Arts (RSA) curriculum model.
- Direct students from Riverside Community College, the University of Redlands, and the University of California, Riverside participating in the production and supervise University of Redlands work-study students assigned to the project.
- Serve as director of this demonstration project that will result in a contemporary production of the Kurt Weil/Bertold Brecht collaboration “The Three-Penny Opera.”
- Participate in weekly planning sessions related to the collaboration.
- Help articulate the nature of the collaboration between Riverside Community College District/RSA and the University of Redlands on this project.

Deliverables

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

- December 15, 2004
 - Detailed Production Plan
- April 7, 2005 (and following)
 - Performances of “The Three-Penny Opera” at the *Performance Loft* in Redlands, CA.

EXHIBIT B

**Riverside Community College District
Independent Contractor Agreement with
Beachworks bda Performance Loft**

COMPENSATION

Riverside School for the Arts: Curriculum Demonstration Project #0405

1. As compensation for the services to be rendered, Client shall pay to the Contractor an amount equal to \$1,000.00 for delivery of the detailed production plan, and an amount equal to \$1,000.00 for the successful execution of the "Three-Penny Opera" performances (total not to exceed \$2,000), to be paid in arrears upon submission of an invoice. This agreed upon total includes all Contractor outlays (time, travel, materials, etc.).
2. If the Contractor does not deliver the detailed production plan, no funds will be deemed due the Contractor by the Client.
3. Contractor shall submit invoices to Client for services rendered as indicated in the agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No.: V-A-2-d

Date: December 14, 2004

Subject: Agreement – Placid Pictures, Bodie Smith

Background: Presented for the Board’s review and consideration is an agreement between Bodie Smith of Placid Pictures and Riverside Community College District. Mr. Smith will produce a documentary of the meaningful aspects of the collaborative process involved in creating a collaborative production of “Three-Penny Opera.” A DVD of one performance will also be made. The term of this agreement is December 15, 2004 through April 15, 2005 and includes a fee of \$6,750. Funding Source: Funding Source: RSA FIE Grant (SPP 223)

The trainer/service provider/vendor identified in this contract does not make or participate in 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, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Bodie Smith of Placid Pictures to produce a documentary and DVD involving a collaborative production of “Three-Penny Opera” and authorize the Vice President, Administration and Finance to sign the agreement. The term of the agreement is December 15, 2004 through April 15, 2005 for a fee of \$6,750.

Salvatore G. Rotella
President

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

**Independent Contractor Agreement
Between
Riverside Community College District
And
Placid Pictures**

This Agreement, entered into this **December 15, 2004**, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and **Placid Pictures**, whose address is **30 E. State Street, Suite 4, Redlands, CA 92373**, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning **December 15, 2004**, and will continue in effect until **April 15, 2005**.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

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

4.02 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such

additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.

- 4.03 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.04 Workers' Compensation. Contractor agrees to provide workers' compensation insurance for all its employees and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.05 Indemnification and Hold Harmless. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement. It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.
- 4.06 Insurance. Contractor shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Contractor's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000.00.
- 4.07 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.

- 4.08 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

ARTICLE V. OBLIGATIONS OF CLIENT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

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

Riverside Community College District

Placid Pictures

James L. Buysse
Vice President, Administration and Finance

Bodie Smith
General Partner

Date

Date

EXHIBIT A

**Riverside Community College District
Independent Contractor Agreement with
Placid Pictures**

SCOPE OF SERVICES

Riverside School for the Arts: Curriculum Demonstration Documentary #0405

Bodie Smith is a general partner of Placid Pictures, a local video production company. With this agreement, Mr. Smith will perform services and produce deliverables as detailed within this scope of service.

Mr. Smith will:

- Produce a documentary of the meaningful aspects of the collaborative process involved in creating a production of “Three-Penny Opera.”
- Make a DVD of one performance.
- Provide set-up time, camera time, and editing services needed for a total of 45 hours to produce the documentary..

Deliverables

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

- February 1, 2005
 - Set-up and camera time
- May 9, 2005
 - Documentary DVD of the collaborative process involving two faculty members as they create a production.
 - DVD of one performance of “Three-Penny Opera” to be used for archival and demonstration purposes in presentations about the Riverside School for the Arts.

EXHIBIT B

**Riverside Community College District
Independent Contractor Agreement with
Placid Pictures**

COMPENSATION

Riverside School for the Arts: Curriculum Demonstration Documentary #0405

1. As compensation for the services to be rendered, Client shall pay to the Contractor an amount equal to \$3,375.00 for set and camera time, and an amount equal to \$3,375.00 for the edited completed documentary (total not to exceed \$6,750.00), to be paid in arrears upon submission of an invoice. This agreed upon total includes all Contractor outlays (time, travel, materials, etc.).
2. If the Contractor does not deliver the DVD Documentary and the DVD of one performance, no funds will be deemed due the Contractor by the Client.
3. Contractor shall submit invoices to Client for services rendered as indicated in the agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2-e

Date: December 14, 2004

Subject: Agreement –Placid Pictures, Bodie Smith

Background: Presented for the Board’s consideration and approval is an agreement between Placid Pictures, Bodie Smith and Riverside Community College District. Mr. Smith will provide set up time, camera time, and produce a documentary of the meaningful aspects of the collaborative process involved in creating a production of “Celebrate Dance.” A DVD will also be produced. The term of the agreement is December 15, 2004 through June 20, 2005 for a fee of \$6,750. Funding Source: Funding Source: RSA FIE Grant (SPP 223)

The trainer/service provider/vendor identified in this contract does not make or participate in 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, Director, Administrative Services.

Recommended Action: It is recommended the Board of Trustees approve the Agreement with Placid Pictures to produce a documentary and DVD of the collaborative process involving “Celebrate Dance” and authorize the Vice-President, Administration and Finance to sign the Agreement. The term of the agreement is December 15, 2004 through June 20, 2005 for a fee of \$6,750.

Salvatore G. Rotella
President

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

**Independent Contractor Agreement
Between
Riverside Community College District
And
Placid Pictures**

This Agreement, entered into this **December 15, 2004**, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and **Placid Pictures**, whose address is **30 E. State Street, Suite 4, Redlands, CA 92373**, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning **December 15, 2004**, and will continue in effect until **April 15, 2005**.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

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

4.02 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such

additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.

- 4.03 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.04 Workers' Compensation. Contractor agrees to provide workers' compensation insurance for all its employees and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.05 Indemnification and Hold Harmless. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement. It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.
- 4.06 Insurance. Contractor shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Contractor's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000.00.
- 4.07 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.

- 4.08 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

ARTICLE V. OBLIGATIONS OF CLIENT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

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

Riverside Community College District

Placid Pictures

James L. Buysse
Vice President, Administration and Finance

Bodie Smith
General Partner

Date

Date

EXHIBIT A

**Riverside Community College District
Independent Contractor Agreement with
Placid Pictures**

SCOPE OF SERVICES

Riverside School for the Arts: Curriculum Demonstration Documentary #0505

Bodie Smith is a general partner of Placid Pictures, a local video production company. With this agreement, Mr. Smith will perform services and produce deliverables as detailed within this scope of service.

Mr. Smith will:

- Produce a documentary of the meaningful aspects of the collaborative process involved in creating a production of “Celebrate Dance.”

Deliverables

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

- February 1, 2004
 - Set-up and camera time.
- April 15, 2005
 - Documentary DVD

EXHIBIT B

**Riverside Community College District
Independent Contractor Agreement with
Placid Pictures**

COMPENSATION

Riverside School for the Arts: Curriculum Demonstration Documentary #0505

1. As compensation for the services to be rendered, Client shall pay to the Contractor an amount equal to \$3,375.00 for set and camera time, and an amount equal to \$3,375.00 for the edited completed documentary (total not to exceed \$6,750.00), to be paid in arrears upon submission of an invoice. This agreed upon total includes all Contractor outlays (time, travel, materials, etc.).
2. If the Contractor does not deliver the detailed production plan, no funds will be deemed due the Contractor by the Client.
3. Contractor shall submit invoices to Client for services rendered as indicated in the agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No.: V-A-2-f

Date: December 14, 2004

Subject: Agreement – Daniel Cork

Background: Presented for the Board’s review and consideration is an agreement with Mr. Daniel Cork, MFA, and Riverside Community College District. Mr. Cork will develop and execute scenic design elements for the joint production of “Three Penny Opera.” He will develop and execute all drawings and documents to best industry standards and deliver all drawings and documents to the Riverside School for the Arts in a manner to insure timely construction and or painting of scenic elements. He will also consult with the production staff to insure compliance with production needs and schedule. The term of this agreement is December 15, 2004 through April 7, 2005. The fee is \$1,500. Funding Source: Funding Source: RSA FIE Grant (SPP 223)

The trainer/service provider/vendor identified in this contract does not make or participate in 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, Director, Administrative Services.

Recommended Action: It is recommended the Board of Trustees approve the Agreement with Daniel Cork, to execute scenic design elements for the production of “Three Penny Opera” and authorize the Vice President, Administration and Finance to sign the agreement. The term of the agreement is December 14, 2004 through April 7, 2005 for a fee of \$1,500.

Salvatore G. Rotella
President

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

**Independent Contractor Agreement
Between
Riverside Community College District
And
Daniel Cork**

This Agreement, entered into this **December 15, 2004**, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and **Daniel Cork**, whose address is **1200 E. Colton Avenue, Redlands, CA 92373**, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning **December 15, 2004** and will continue in effect until **April 7, 2005**.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

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

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

- 4.03 Workers' Compensation. Contractor agrees to provide workers' compensation insurance for all its employees and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.04 Indemnification and Hold Harmless. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement. It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.
- 4.05 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.06 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

- 5.02 Use of Project Deliverables. Contractor hereby agrees that all written materials related to the work and produced as a result of this Agreement shall remain the sole property of the Client and may be used by the Client for any and all desired purposes.

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of RCCD.

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

Riverside Community College District
Contractor

Consultant/Independent

James L. Buysse
Vice President, Administration and Finance

Daniel M. Cork

Date

Date

EXHIBIT A

**Riverside Community College District
Independent Contractor Agreement with
Daniel Cork**

SCOPE OF SERVICES

Riverside School for the Arts: Scenic Design for Curriculum Demonstration Project #0405

Daniel Cork is the scenic designer for the University of Redlands theatre department. With this agreement, Mr. Cork will perform services and produce deliverables as detailed within this scope of service.

Mr. Cork will:

- Develop and execute scenic design elements for the production of “Three Penny Opera.”
- Develop and execute all drawings and documents to best industry standards.
- Deliver all drawings and documents to the Riverside School for the Arts in a manner to insure timely construction and or painting of scenic elements.
- Consult with the production staff to insure compliance with production needs and schedule.

Deliverables

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

- February 15, 2005
 - Complete scenic design drawing and documents
- April 7, 2005
 - 1/4” scaleground plan of the theatre and scenic elements
 - Section drawing, to scale, of theatre and scenic elements
 - 1/4” scale model of production space and scenic elements
 - Detail drawings for scenic elements

EXHIBIT B

**Riverside Community College District
Independent Contractor Agreement with
Daniel Cork**

COMPENSATION

Riverside School for the Arts: Scenic Design for Curriculum Demonstration Project #0405

1. As compensation for the services to be rendered, Client shall pay to the Contractor an amount equal to \$500.00 upon execution of this agreement by Client and Contractor (December 15, 2004), an amount equal to \$500.00 upon approval of the design by the Interim Dean (February 15, 2005), Riverside School for the Arts, and an amount equal to \$500.00 upon opening night of "Three Penny Opera" (April 7, 2005) (total not to exceed \$1,500), to be paid in arrears upon submission of an invoice. This agreed upon total includes all Contractor outlays (time, travel, materials, etc.).
2. If the Contractor does not deliver the detailed production plan, no funds will be deemed due the Contractor by the Client.
3. Contractor shall submit invoices to Client for services rendered as indicated in the agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-a

Date: December 14, 2004

Subject: Educational Services Agreement – City of Corona

Background: Customized Solutions for Business and Industry is entering its sixth year of providing employee training for the City of Corona. The training program, “Leadership Academy,” consists of ten not-for-credit workshops delivered between July 1, 2004, and June 30, 2005. For performing these services, the City of Corona will pay the District an amount not to exceed \$25,000, plus materials fees for presenting these four hour modules.

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

Recommended Action: It is recommended that the Board of Trustees ratify the Educational Services Agreement with the City of Corona for training services to be provided by Customized Solutions in an amount not to exceed \$25,000 (excluding handouts) for workshops held between July 1, 2004 and June 30, 2005.

Salvatore G. Rotella
President

Prepared by: Linda R. Reifschneider
Director, Corporate & Business Development

**CITY OF CORONA
EDUCATIONAL SERVICES AGREEMENT**

1. Parties and Date.

This Agreement is made and entered into this 1ST. day of September, 2004 by and between the City of Corona, a municipal corporation of the State of California (hereinafter "City"), and Riverside Community College District (hereinafter "District").

2. Recitals.

2.1 WHEREAS, the principal members of District are experienced in providing educational training services; and,

2.2 WHEREAS, City desires to engage District to render certain training courses as set forth in attached SERVICE AGREEMENT AND SCOPE OF WORK for the purpose of training City employees (Hereinafter "training").

3. Terms.

3.1 General Scope of Services.

District shall provide professional services, including labor, and expertise, necessary to perform fully and adequately the tasks set out in the Scope of Work (hereinafter "training"), attached hereto as Exhibit "B", as necessary.

3.2 Term.

The term of this Agreement shall be from July 1, 2004, until June 30, 2005 , or as extended by mutual written agreement of the parties, or until such time as it is terminated pursuant to the provisions in Section 3.16.

3.3 Representatives.

Linda Reifschneider is the District's Representative who shall coordinate all phases of the training service. District's Representative shall be available to City at all reasonable times. The District may appoint another person as Representative upon verbal notice to City. Karen Parker-Hausner shall act as City's Representative for purposes of carrying out this Agreement and shall have authority to act on behalf of City for all purposes under this Agreement. City shall provide notice to District of any change in City's Representative.

3.4 Schedule of Services.

District shall perform training services in accordance with the Schedule of Services attached hereto as Exhibit "B" and all provisions of this Agreement. Upon request of City's Representative, District shall provide a more detailed schedule of anticipated courses to meet the Schedule of Services or a specified aspect of the City's Representative shall be promptly notified of all anticipated delays. Should the District determine that a schedule modification is necessary, District shall promptly submit a revised Schedule of Services for City review and approval.

3.5 Delay in Performance of Services.

3.5.1 Excusable Delays. Should District be delayed or prevented from the timely performance of any act required by the terms of this Agreement by reason of acts of God or of the public enemy, acts or omissions of City fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

3.5.2 Written Notice. If District believes it is entitled to an extension of time due to conditions set forth in subsection 3.5.1 above, District shall provide written notice to City within seven working days from the time District knows, or reasonably should have known, that the affected performance will be delayed due to such conditions. Failure of District to provide such timely notice shall constitute a waiver by District of any right to an excusable delay in time of performance. District shall take all reasonable steps to minimize the delay in completion and any additional costs resulting from such extensions.

3.5.3 Mutual Agreement. Performance of any training services under this Agreement may be delayed upon mutual agreement of the Parties.

3.6 Control and Payment of Subordinates.

City retains District on an independent basis. District is not an employee of City. The personnel performing the training services under this Agreement on behalf of District shall at all times be under District's exclusive direction and control. District shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of training services under this Agreement and as required by law. District shall be responsible for all reports and obligations respecting such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.7 Standard of Care; Licenses.

District represents and maintains that it is skilled in the technical calling necessary to perform all training services, duties and obligations required by this

Agreement and to fully and adequately complete the Project. District shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. District further represents and warrants to the City that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. District further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

3.8 Substitution of Key Personnel.

District has represented to City that certain key personnel will perform the training services under this Agreement. Should one or more such personnel become unavailable, District may substitute other personnel of at least equal competence upon written approval by City. In the event that the City and District cannot agree as to the substitution of the key personnel, City shall be entitled to terminate this Agreement for cause, pursuant to the applicable provisions of this Agreement. The key personnel for performance of this Agreement are listed in Exhibit B.

3.9 Conformance to Applicable Requirements.

All work prepared by District shall be subject to the approval of City's Representative. District shall allow City's Representative to inspect or review District's work in progress at any reasonable time.

3.10 Preliminary Review of Work.

All Course handouts, and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to City's Representative in draft form, and City may require revisions of such drafts prior to formal submission. In the event that City's Representative, in his or her sole discretion, determines the formally submitted work product to be inadequate, City's Representative may require District to revise and resubmit the work at no cost to City. Should District fail to make requested corrections in a timely manner, such corrections may be made by City, and the cost thereof charged to District.

3.12 Extra Work.

At any time during the term of this Agreement, City may request that District perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary when this Agreement was made. District shall not perform Extra Work until receiving written authorization from City's Representative.

3.13 Compensation and Payment.

3.13.1 Compensation.

Except as provided in Section 3.14.2, District shall receive compensation for all

training rendered under this Agreement at the rates set forth in the Schedule of Hourly Billing and compensation Rates attached hereto as Exhibit "B". Total compensation (excluding handouts) shall not exceed \$ 25,000 without written approval of City's Representative.

3.13.2 Payment of Compensation.

District shall provide to City a monthly statement which indicates work completed, by District. City shall, within 15 days of receiving such statement from District, review the statement, obtain any necessary amplification from District, and pay all approved charges thereon.

3.13.3 Reimbursement for Expenses.

District shall not be reimbursed for any expenses unless authorized in writing by City's Representative.

3.14 Indemnification.

3.14.1 Responsibilities.

To the fullest extent possible the District shall indemnify and hold harmless the City from and against, all claims, damages, loses and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of training services but only to the extent that such claims, losses and expenses are caused in whole or part by negligent acts or omissions of the District or its sub-contractors. The City shall indemnify and hold harmless the District from and against, all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from claims, losses and expenses connected with the training services which are caused in whole or part by negligent acts or omissions of the City.

3.14.2 Effect of Acceptance; Performance Standard.

District shall be responsible for the professional quality, accuracy and full coordination of the services. City's review or acceptance of, or payment for, any work done by District under this Agreement shall not be construed to operate as a waiver of any rights City may hold under this Agreement or of any cause of action arising out of District's performance of this Agreement. Further, District shall be liable to City, in accordance with applicable law, for all damages to City caused by District's negligent performance of any of the Services.

3.15 Insurance.

District shall obtain, and shall require its sub-contractors to obtain, insurance of the types and in the amounts described below and in form and with carriers satisfactory to City.

3.15.1 Commercial General Liability Insurance.

District shall be self-insured or maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall:

3.15.1.1 Name City, its officials, officers, employees, agents, and Districts as additional insureds with respect to performance of training services and shall contain no special limitations on the scope of coverage or the protection afforded to these additional insureds;

3.15.1.2 Be primary with respect to any insurance or self insurance programs covering City, its officials, officers, employees, agents, and Districts if the District is required to hold harmless and indemnify the City; and

3.15.1.3 Contain standard separation of insureds' provisions.

3.15.2 Automobile Liability Insurance.

District shall be self-insured or maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.15.3 Workers' Compensation Insurance.

District shall be self-insured or maintain workers' compensation insurance within statutory limits and employers' liability insurance.

3.15.4 Certificates of Insurance.

District shall, prior to commencement of training services, furnish City with properly executed certificates of insurance and, if requested by City, certified copies of endorsements and policies, which clearly evidence all insurance required under this Agreement and provide that such insurance shall not be canceled or allowed to expire except on 30 days prior written notice to City. City shall have the sole discretion to determine whether the certificates and endorsements presented comply with provisions of this Agreement. District understands the importance of this section to City and agrees to comply with it in full.

3.15.5 Coverage Maintenance.

District shall replace certificates, policies and endorsements for any insurance expiring prior to completion of training services under this Agreement. Further, District shall maintain such insurance from the time training commences until

training is completed, except as otherwise provided by this Agreement.

3.15.6 Licensed Insurer.

District shall place such insurance with insurers having A.M. Best Company ratings of no less than A and licensed to do business in California, unless otherwise approved in writing by the City Representative.

3.16 Termination.

3.16.1 Notice.

City may, by written notice to District, terminate this Agreement in whole or in part at any time with or without statement of cause. Such termination may be for City's convenience or because of District's failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of District to timely perform training services pursuant to the Schedule of Services provided according to provisions of this Agreement.

3.16.2 Discontinuance of Services.

Upon receipt of written Notice of Termination, District shall immediately discontinue all affected training, unless otherwise directed by the Notice.

3.16.3 Effect of Termination for Convenience.

If the termination is to be for the convenience of City, City shall compensate District for training services satisfactorily provided through the date of termination. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. District shall provide documentation deemed adequate by City's Representative to show the Services actually completed by District prior to the date of termination. This Agreement shall terminate seven days following receipt by the District of the written Notice of Termination.

3.16.4 Effect of Termination for Cause.

If the termination is due to the failure of District to fulfill its obligations under this Agreement, District shall be compensated for the training which have been completed and accepted by City. Further, District shall be liable to City for any reasonable additional costs incurred by City to revise work for which City has determined in its sole discretion needs to be revised in part or whole to complete the . Following discontinuance of training services, City may arrange for a meeting with District to determine what steps, if any, District can take to adequately fulfill its obligations under this Agreement. In its sole discretion, City's Representative may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on District and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the

Parties, this Agreement shall terminate thirty days following the date the Notice of Termination was mailed to the District.

3.16.5 Cumulative Remedies.

The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.16.6 Procurement of Similar Services.

In the event this Agreement is terminated in whole or in part, as provided by this Section, City may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.

3.16.7 Waivers.

District, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from City's termination of this Agreement, for convenience or cause, as provided in this Section.

3.17 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may be modified only by a writing signed by both parties.

3.18 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by District without the prior written consent of City.

3.19 SubContractors.

District shall not subcontract any portion of the work required by this Agreement without prior approval of City. Any approved subcontracts shall be accomplished by a written instrument. Such instrument shall contain an express assumption by the subcontractors of all conditions and terms and covenants contained in this Agreement.

3.20 Prohibited Interests.

3.20.1 Solicitation.

District warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for District, to solicit or secure this Agreement. Further, District warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for District, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City may rescind this

Agreement without liability.

3.20.2 Conflict of Interest.

For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.20.3 Conflict of Employment.

Employment by the District of personnel on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Administrator of personnel who have been on City payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the District securing this or related Agreements with City, is prohibited.

3.20.4 Competitive Agreements

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.

3.21 Accounting Records.

District shall maintain complete and accurate records with respect to costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. District shall allow an authorized representative of City, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other such evidence or information they may require with respect to any expense or disbursement charged by the District. District shall allow inspection by City of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.22 Equal Opportunity Employment.

District represents that it is an equal opportunity employer and shall not discriminate against an employee or applicant for employment with District on the basis of race, color, religion, national origin, ancestry, sex or age.

3.23 Attorney's Fees.

If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suits.

3.24 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of California.

3.25 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.26 Right to Employ Other Administrators.

City reserves right to employ other Administrators in connection with this Project.

3.27 Delivery of Notices.

All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

District:

Bradly L. Robbins
Assistant City Manager
City of Corona
815 W. 6th Street
Corona, CA 92882

Dr. James Buysse
Vice President of Administration & Finance
Riverside Community College District
4800 Magnolia Ave.
Riverside, CA 92506

Such notice shall be deemed made when personally delivered or, when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid, and addressed to the party at its above address.

CITY OF CORONA
BETH GROVES

By: 

City Manager, City of Corona

ATTEST:

City Clerk
City of Corona

Riverside Community College District

By: 

Dr. James Buysse

(Title)VP Admin & Finance

EXHIBIT B

SERVICES AND COMPENSATION

Training modules for the RCC/City of Corona Leadership Academy, September 2004 through December 2004 seven courses, each four hours in length.

\$750 flat rate per course plus handout cost per person at the rate listed below.

Handouts per trainees for each course as follows:

Effective Leadership	\$ 18 per person
Problem Solving & Conflict Resolution	\$ 18 pp
Communicating for Results	\$ 18 pp
Optimizing Teamwork	\$30 pp
Managing Projects, Priorities & Deadlines	\$12 pp
Take Charge of Your Day	\$ 12 pp
Writing Roadmap (same text as Grammar Camp)	\$20 pp (or \$5 pp without text)
Grammar Camp (same text as Writing for Results)	\$20 pp (or \$5 pp without text)
Motivating for Peak Performance	\$ 12 pp
The Art of Persuasion	\$ 12 pp
Small Group Skills for Peak Performance	\$ 12 pp
Report Writing	\$ 15 pp
Interviewing Skills	\$ 12 pp
Organizational Communication	\$12 pp
Stress Management	\$12 pp
Dealing with Difficult People	\$ 12 pp

TOTAL

For Fiscal Year 2004-2005 Not to exceed: \$25,000

Billing will occur immediately after completion of any 4-hour module

Preliminary Schedule - Leadership Academy

(Dates subject to change. Additional dates through June 2005 to be announced.) All classes are to be held in the Temescal Desalter unless otherwise noted.

Presentation Skills (EC)	September 14, 2004,	8am to noon
Communicating for Results (CC)	September 23, 2004,	8am to noon
Location: Corporation Yard Conference Room #165		
Optimizing Teamwork (CC)	October 6, 2004,	8am to noon
Effective Leadership (CC)	October 26, 2004,	8am to noon
Effective Leadership (CC)	November 2, 2004,	8am to noon
Problem Solving & Conflict Resolution (CC)	November 4, 2004,	8am to noon
Stress Reduction (EC)	December 8, 2004,	8am to noon

EXHIBIT B part 2

Key Personnel

Key trainers to be scheduled as available, but are not limited to:

- Dennis Boylin
- Judy Sherkow
- Sophia Brooks
- Ron Pardee
- Roger Burgraff
- Sean Oliver

Key management and support staff, but not limited to:

- Linda Reifschneider, RCC
- Christina Reza, RCC
- Karen Parker-Hausner, City of Corona
- Aggie Otero, City of Corona

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-b

Date: December 14, 2004

Subject: Educational Services Agreement – City of Riverside

Background: Customized Solutions for Business and Industry is entering its seventh year of providing employee training for the City of Riverside. The training program, “Supervisory Training Services,” consists of not-for-credit workshops delivered between July 1, 2004, and June 30, 2007. For performing these services, the City of Riverside will pay the District an amount not to exceed \$87,000.00 over the three-year term of the agreement, \$29,000 per fiscal year or \$725 per half-day workshop.

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

Recommended Action: It is recommended that the Board of Trustees ratify the Educational Services Agreement with the City of Riverside for training services to be provided by Customized Solutions in an amount not to exceed \$87,000 for the period of July 1, 2004 to June 30, 2007.

Salvatore G. Rotella
President

Prepared by: Linda R. Reifschneider
Director, Corporate & Business Development

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AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

[Riverside Community College District]

[Training Services for Supervisory Training Series]

THIS AGREEMENT is made and entered into this 1st day of July, 2004, by and between the City of Riverside, a municipal corporation, hereinafter referred to as "City," and Riverside Community College District, hereinafter referred to as "Consultant", with respect to the following facts:

RECITALS:

WHEREAS, City requires the services of a consultant that is experienced in providing professional training services for the City's "Supervisory Training Series" for skills including but not limited to writing, leadership, supervision of employees, customer service, presentation and conflict resolution; and

WHEREAS, Consultant has the necessary experience in providing such professional consulting services for the required training sessions;

NOW, THEREFORE, City and Consultant agree as follows:

1. Retention of Consultant. City retains Consultant to perform, and Consultant agrees to render, those services (hereinafter "the services") defined in Exhibit "A," attached hereto and incorporated herein by this reference in accordance with the terms and conditions set forth herein.

2. Standard of Performance. While performing the services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. Term. The term of this Agreement shall be for a period of three years from the date indicated above, unless otherwise terminated pursuant to the provisions stated herein.

4. Personnel. Consultant shall furnish all personnel necessary to perform the services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely

1 completion of the services.

2 5. Subcontracting. Consultant shall not subcontract any portion of the work required by
3 this Agreement, without prior written approval of City. Subcontracts, if any, shall contain a
4 provision making them subject to all provisions stipulated in this Agreement.

5 6. Contract Administration. A designee of the City will be appointed in writing by the
6 City's Human Resources Director to administer this Agreement on behalf of City and shall be
7 referred to herein as Contract Administrator.

8 7. Compensation - Payment. In consideration for the performance of the services, City
9 shall pay Consultant in accordance with the terms and conditions as set forth in the attached Exhibit
10 "B," for a total not to exceed \$87,000.00 over the term of this Agreement, \$29,000 per fiscal year or
11 \$725.00 per half-day workshop.

12 8. Independent Contractor. Consultant shall at all times during its performance of the
13 services retain its status as independent contractor. Consultant's employees and agents shall under
14 no circumstances be considered or held to be employees or agents of City, and City shall have no
15 obligation to pay or withhold state or federal taxes or provide workers' compensation or
16 unemployment insurance for or on behalf of them or Consultant.

17 9. Indemnification. Except as to the sole negligence, or willful misconduct of City,
18 Consultant shall defend, indemnify and hold the City, its officers and employees, harmless from any
19 and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees, which
20 arises out of or is in any way connected with the performance of work under this Agreement by
21 Consultant or any of the Consultant's employees, agents or subconsultants and from all claims by
22 Consultant's employees, subconsultants and agents for compensation for services rendered to
23 Consultant in the performance of this Agreement, notwithstanding that City may have benefitted
24 from their services. This indemnification provision shall apply to any acts or omissions, willful
25 misconduct or negligent conduct, whether active or passive, on the part of Consultant or of
26 Consultant's employees, subconsultants or agents.

27 The parties expressly agree that any payment, attorney's fee, costs or expense City incurs

1 or makes to or on behalf of an injured employee under the City's self-administered workers'
2 compensation is included as a loss, expense or cost for the purposes of this Section, and that this
3 Section shall survive the expiration or early termination of the Agreement.

4 10. Workers' Compensation Insurance. Prior to City's execution of this Agreement, and
5 at all times throughout the term of this agreement, Consultant at its sole cost and expense, shall
6 insure its activities in connection with this Agreement by maintaining programs of self-insurance as
7 follows:

8 A. General Liability Self-Insurance Program with a limit of not less than One
9 Million Dollars (\$1,000,000) per occurrence to insure Consultant against damages for bodily injury
10 (including death), as well as against claims for property damage which may arise from or which may
11 concern operations or by anyone directly or indirectly employed by, connected with, or acting for or
12 on behalf of Consultant, including but not limited to premises-operations liability, products-
13 completed operations liability, independent contractors liability, personal injury liability, and
14 contractual liability.

15 B. Business Automobile Liability Self-Insurance Program for Owned, Scheduled,
16 Non-Owned or Hired Automobiles with a combined single limit of not less than One Million
17 Dollars (\$1,000,000) per occurrence.

18 C. Workers' Compensation Self-Insurance Program covering Consultant's full
19 liability under the Workers' Compensation Insurance and Safety Act of the State of California, as
20 amended from time to time. By executing this Agreement, Consultant certifies that Consultant is
21 aware of and will comply with Section 3700 of the Labor Code of the State of California requiring
22 every employer to be insured against liability for workers' compensation or to undertake self-
23 insurance before providing any services under this Agreement.

24 It should be expressly understood, however, that the coverages and limits required under
25 this Section 10, shall not in any way limit the liability of Consultant's obligations under Section 11
26 of this Agreement.

27 The coverages referred to under (A) and (B) of this Section 10 shall include the City as an

1 insured. Such a provision, however, shall only apply in proportion to and to the extent of the
2 negligent acts or omissions of Consultant, its employees, agents, or subcontractors. Consultant,
3 prior to the execution of this Agreement, shall furnish City with Certificates of Self-Insurance
4 evidencing compliance with this Section 10.

5 11. Business Tax. Consultant understands that its performance of the services will
6 constitute doing business in the City of Riverside, and it shall, therefore, register for and pay a
7 business tax pursuant to Chapter 5.04 of the Riverside Municipal Code.

8 12. Accounting Records. Consultant shall maintain complete and accurate records with
9 respect to costs incurred under this Agreement. All such records shall be clearly identifiable.
10 Consultant shall allow a representative of City during normal business hours to examine, audit, and
11 make transcripts or copies of such records and any other documents created pursuant to this
12 Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and
13 activities related to the Agreement for a period of three (3) years from the date of final payment
14 under this Agreement.

15 13. Time of Essence. Time is of the essence for each and every provision of this
16 Agreement.

17 14. City's Right to Employ Other Consultants. City reserves the right to employ other
18 consultants in connection with the project.

19 15. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings,
20 description, computer program data, input record data, written information, and other materials
21 either created by or provided to Consultant in connection with the performance of this Agreement
22 shall be held confidential by Consultant, except as otherwise directed by the Contract Administrator.
23 Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known,
24 or has become known, to the related industry shall be deemed confidential. Consultant shall not use
25 City's name or insignia, photographs of the project, or any publicity pertaining to the services or the
26 project in any magazine, trade paper, newspaper, television or radio production or other similar
27 medium without the prior written consent of the City.

1 16. Conflict of Interest. Consultant warrants that by execution of this Agreement, that
2 they have no interest, present or contemplated, in the projects affected by the above-described
3 project. Consultant further warrants that it does not have any real property, business interests or
4 income that will be affected by this project or, alternatively, that Consultant will file with the City
5 an affidavit disclosing any such interest.

6 17. Solicitation. Consultant maintains and warrants that it has not employed nor retained
7 any company or person, other than a bona fide employee working solely for Consultant, to solicit or
8 secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any
9 company or person, other than a bona fide employee working solely for Consultant, any fee,
10 commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from
11 the award or making of this Agreement. For breach or violation of this warranty, City shall have the
12 right to rescind this Agreement without liability.

13 18. General Compliance with Laws. Consultant shall keep fully informed of federal,
14 state and local laws and ordinances and regulations which in any manner affect those employed by
15 Consultant, or in any way affect the performance of services by Consultant pursuant to this
16 Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and
17 regulations and shall be responsible for the compliance of Consultant's services with all applicable
18 laws, ordinances and regulations.

19 19. Amendments. This Agreement may be amended or supplemented only by written
20 documents signed by both parties.

21 20. Termination. This Agreement may be terminated by either party upon thirty (30)
22 days prior written notice to the other party.

23 In the event of a substantial failure of performance by Consultant, City may terminate this
24 Agreement upon a ten (10) day written notice to Consultant. The ten-day notice period shall be used
25 by both parties in an attempt to negotiate resolution of disputes and remedy any breach.

26 This Agreement may be terminated by City at any time upon written notice to Consultant
27 if City decides to abandon or indefinitely postpone the project.

1 In the event of termination, City shall determine and pay to Consultant as full payment for
2 all work performed and all expenses incurred hereunder the amount which bears the same ratio to
3 the maximum fee otherwise payable under this Agreement as the ratio which the work actually
4 rendered bears to the totality of the services which would have been rendered had the Agreement
5 been fully performed. In ascertaining the work actually rendered through the termination date, City
6 shall consider completed work, work in progress and complete and incomplete reports and other
7 documents only after delivery to City.

8 21. Ownership of Documents. All reports, maps, drawings and other contract
9 deliverables prepared under this Agreement by Consultant shall be and remain the property of City
10 upon City's compensation of Consultant for its services as herein provided. Consultant shall not
11 release to others information furnished by City without prior approval of the Contract
12 Administrator.

13 22. Venue. Any action at law or in equity brought by either of the parties hereto for the
14 purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of
15 competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive
16 all provisions of law providing for a change of venue in such proceedings to any other county.

17 23. Notices. Service of any notices, bills, invoices or other documents required or
18 permitted under this Agreement shall be sufficient if sent by one party to the other by United States
19 mail, postage prepaid and addressed as follows:

20 <u>CITY</u>	<u>CONSULTANT</u>
21 Cassie Levy	Linda Reifschneider
22 Human Resources Department	Program Manager, Corporate and Business
3780 Market Street	Development
Riverside, CA 92501	Riverside Community College
	4800 Magnolia Avenue
	Riverside, CA 92506-8091

24 24. Successors and Assigns. It is mutually understood and agreed that this Agreement
25 shall be binding upon City and Consultant and their respective successors. Neither this Agreement
26 or any part hereof nor any monies due or to become due hereunder may be assigned by Consultant
27 without the prior consent of the Contract Administrator.

1 25. Nondiscrimination. During Consultant's performance of this Agreement, Consultant
2 shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age,
3 physical disability, mental disability, medical condition including the medical condition of Acquired
4 Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual
5 orientation, in the selection and retention of employees and subconsultants and the procurement of
6 materials and equipment, except as provided in Section 12940 of the California Government Code.
7 Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in
8 the performance of this Agreement.

9 26. Severability. Each provision, term, condition, covenant and/or restriction, in whole
10 and in part, in this Agreement shall be considered severable. In the event any provision, term,
11 condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid,
12 unconstitutional, or void for any reason, such provision or part thereof shall be severed from this
13 Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of
14 this Agreement and the remainder of the Agreement shall continue in full force and effect.

15 27. Authority. The individuals executing this Agreement and the instruments referenced
16 herein on behalf of Consultant each represent and warrant that they have the legal power, right and
17 actual authority to bind Consultant to the terms and conditions hereof and thereof.

18 28. Entire Agreement. This Agreement constitutes the final, complete, and exclusive
19 statement of the terms of the agreement between the Parties pertaining to the subject matter of this
20 Agreement, and supersedes all prior and contemporaneous understandings or agreements of the
21 parties. Neither party has been induced to enter into this Agreement by, and neither party is relying
22 on, any representation or warranty outside those expressly set forth in this Agreement.
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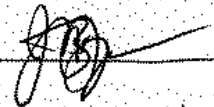
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IN WITNESS WHEREOF City and Consultant have caused this Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a
municipal corporation

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
City Manager

By:  _____
Dr. James Buysse
[Printed Name]

Vice President, Administration/Finance
[Title]

Attest: _____
City Clerk

By: _____

[Printed Name]

[Title]

APPROVED AS TO FORM:

CERTIFIED AS TO FUND AVAILABILITY:

By: _____

By: _____
Finance Director

CA#04-1245
G:\HR\GENERAL\TRAINING\RCC\RCCD Contract 2004-2007.wpd

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will render up to 40 half-day workshops per year on various topics as part of City's Supervisory Training Series. These workshops will provide "Customized Training" for employees as follows:

Training will include employee development classes in areas such as writing skills, leadership, supervision skills, customer service, presentation skills, conflict resolution, diversity, time and stress management, performance evaluations and interviewing and selection of employees, as requested by City. The objectives of the classes will be as follows:

- a. Increase supervisory and management skills.
- b. Broaden the existing skills of the City's employees.
- c. Teach job related, practical skills that can be taken back to the work location.
- d. Inform employees about new management and supervisory techniques and strategies

Such training will be performed by Consultant's staff who have expertise in the particular area within which they are training.

EXHIBIT "B"

COMPENSATION SCHEDULE

Contractor shall perform the Services under this Agreement for a total not to exceed \$87,000.00 over the term of this Agreement, \$29,000.00 per fiscal year or \$725.00 per half-day workshop. Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be in triplicate and shall be delivered to City at the address set forth in Section 23 of this Agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-c

Date: December 14, 2004

Subject: Educational Services Agreement – County of Riverside

Background: Customized Solutions for Business and Industry is entering its fourth year of providing employee training for the County of Riverside. The training program, “Supervisory Training Services,” consists of not-for-credit workshops delivered between July 1, 2004, and June 30, 2005. For performing these services, the County of Riverside will pay the District a total not to exceed \$3,000 per fiscal year for the term of the agreement.

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

Recommended Action: It is recommended that the Board of Trustees ratify the Educational Services Agreement with the County of Riverside for training services to be provided by Customized Solutions in an amount not to exceed \$3,000 for the period of July 1, 2004 to June 30, 2005.

Salvatore G. Rotella
President

Prepared by: Linda R. Reifschneider
Director, Corporate & Business Development

DEH01K.004

FOURTH AMENDMENT TO THE AGREEMENT
WITH
RIVERSIDE COMMUNITY COLLEGE DISTRICT
(report writing training)

That certain Agreement between the County of Riverside through its Community Health Agency Department of Environmental Health (COUNTY) and Riverside Community College District (CONTRACTOR), approved on November 2, 2000, amended for the first time on June 27, 2001, amended a second time on January 23, 2003, amended for the third time on August 8, 2003, is hereby amended a fourth time effective July 1, 2004 as follows:

- To amend all references to the period of performance from July 1, 2003 through June 30, 2004 to July 1, 2004 through June 30, 2005.
- To establish the amount of compensation for this Fiscal Year not to exceed three thousand dollars (\$3,000) including all expenses.
- All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

CONTRACTOR
Riverside Community College District

COUNTY OF RIVERSIDE

By _____

By _____
Purchasing Agent

Print or Type Name

Date _____

Date _____

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**County of Riverside Health Services Agency
Internal Support Services**

4065 County Circle Drive, Riverside, CA 92503

November 22, 2000

Riverside Community College
Auxillary Business Services
4800 Magnolia Avenue
Riverside, CA 92506

Attention: Janice

RE: AGREEMENT WITH THE COUNTY OF RIVERSIDE File# DPH01K.004

Dear Ms. Pratt:

As requested, enclosed is a fully executed contract copy of the above referenced agreement for your permanent file.

We would like to express our appreciation to you and your staff for working with County of Riverside, Health Service Agency. If you have any questions about the executed documents that you have received, please give us a call at (909) 358-6684.

Sincerely,

A handwritten signature in black ink, appearing to read "Melinda Ruiz". The signature is written in a cursive, flowing style.

Melinda Ruiz
Contracts Administration

Encl.

VENDOR'S INSTRUCTIONS

1. Packing slip showing P.O. number and contents must accompany each shipment.
2. No charge for packing or drayage will be allowed except when specified in order.
3. No partial billings except when specified in order.
4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER.
5. MATERIALS MUST BE DELIVERED TO THE BUYER'S LOCATION UNLESS OTHERWISE INDICATED ELSEWHERE IN THIS ORDER.
6. THIS P.O. IS ISSUED PURSUANT TO THE REQUIREMENTS STATED IN THE REQUEST FOR QUOTATION SIGNED BY THE VENDOR WHERE APPLICABLE.
7. Out-of-State vendors MUST show CA Board of Ed. Permit No. Otherwise sales tax will be deducted.
8. Manufacturer/Seller shall provide material safety data sheets for each product containing hazardous substances as required by the State of California.
9. Insurance required and provide proof of insurance before beginning work.

COUNTY OF RIVERSIDE

PURCHASE ORDER

VENDOR
 Riverside Community College
 Auxiliary Business Services
 4800 Magnolia Avenue
 Riverside, CA 92506

SHIP TO:
 Health Services Agency
 4065 County Circle Dr
 Riverside, CA 92503

BILL TO:
 Health Services Agency
 PO Box 7849
 Riverside, CA 92513-7849
 Attn: Fiscal Services

Purchase Order
 29932
 THIS NUMBER MUST
 APPEAR ON ALL IN-
 VOICES, SHIPPING
 PAPERS AND PACK-
 AGES

DATE	QUANTITY	UNIT	FOUND	CODE	REQ NO.	FORB	DESCRIPTION	TERMS FROM RECEIPT OF GOODS OR INVOICE, WHICHEVER IS LATER	DELIVERY DATE	R.F.O./R.F.P. #	AMOUNT
11/09/00	1001	420	663	2	2511	5384	153251	Dest	N/30	As Req'd	

Blanket Purchase Order to provide a writing course
 Creating Readable Reports as per the attached
 contract# DEH01K.004

Effective Period: July 1, 2000 through June 30, 2001

Total annual costs not to exceed are

2,750.00

THE COUNTY RESERVES THE RIGHT TO CANCEL THE UNEXPENDED
 BALANCE OF THIS ORDER AT ANY TIME.

PURCHASING AGENT DESIGNATION		SALES TAX	
BY <i>[Signature]</i>		eh	
PURCH # 198V4184		TOTAL	
		2,750.00	

PURCH # 198V4184

VENDOR'S COPY

AN AFFIRMATIVE ACTION EQUAL OPPORTUNITY EMPLOYER

FAY (09/01) DEC. 00/08



COUNTY DEPT/DIVISION DEH - Haz Mat		GRANT - CONTRACT NO. DEH01K.004		
FUND/DEPT 1001 420	ORG./BRCH 663 5384	APPROP/CODE 2	LINE ITEM 2511	PROJECT
CONTRACT MANAGER Earl Tuntland (909) 358-5255		PERIOD OF PERFORMANCE July 1, 2000 through June 30, 2001		
F.I.C.A.	FEDERAL ID NO	CONTRACT AMOUNT \$ 2,750		
REVENUE CODE		CONTRACTOR REPRESENTATIVE Janice Pratt (909)955-9700		
PROGRAM NAME Report Writing Training				

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Health Services Agency, [Department of Environmental Health], hereinafter referred to as COUNTY, and

Riverside Community College

hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, Government Code Section 31000 authorizes the COUNTY to contract for special services to be provided by persons who are specially trained, experienced and competent to perform the services required; and

WHEREAS, COUNTY wishes to participate in Report Writing Training; and

WHEREAS, the CONTRACTOR has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 11 and Exhibits A&B attached hereto and incorporated herein.

CONTRACTOR
 Riverside Community College
 Auxillary Business Services

By [Signature]
 TITLE V.P. Administration & Finance
 DATE 9/19/00
 4800 Magnolia Avenue
 Riverside, CA 92506

COUNTY

BY [Signature]
 Purchasing Agent
 DATE 11/2/00

I

DESCRIPTION OF SERVICES. CONTRACTOR shall provide all services as outlined and specified in Exhibit A, consisting of one (1) page, attached hereto and by this reference incorporated herein.

II

PERIOD OF PERFORMANCE. It is mutually agreed and understood that the obligation of the COUNTY is limited by and contingent upon the availability of County of Riverside Department of Health funds for the reimbursement of the CONTRACTOR'S expenditures. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated and of no further force and effect immediately on receipt of COUNTY'S notification by CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of his costs in accordance with Paragraph III COMPENSATION.

This Agreement shall be effective upon execution and shall continue in effect through June 30, 2001 unless terminated as above or as specified in Paragraph XI, TERMINATION.

III

COMPENSATION. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment for those services as set forth on Exhibit B, consisting of one (1) page, attached hereto and incorporated herein, and shall send detailed invoices, outlining each service and the location of said service, to COUNTY on an as-agreed basis to the Hazardous Materials Program Manager.

Maximum payments by COUNTY to CONTRACTOR shall not exceed two thousand, seven hundred and fifty (\$2,750) including all expenses.

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IV

INDEPENDENT CONTRACTOR.

It is understood and agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR assumes exclusively the responsibility for her acts, and the acts of her employee or agents as they relate to the services to be provided during the course and scope of this Agreement. CONTRACTOR and/or CONTRACTOR'S employees shall not be entitled to any benefits payable to employees of COUNTY including County Workers Compensation Benefits, and hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

V

INSURANCE.

Without limiting CONTRACTOR'S indemnification, it is agreed that CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

I. **Workers Compensation:**

Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

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3 Policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate
4 Employer Endorsement, and contain a Waiver of Subrogation in favor of the County of
5 Riverside.

6 II. **Commercial General Liability:**

7
8 Commercial General Liability insurance coverage, including but not limited
9 to, premises liability, contractual liability, personal and advertising injury--which
10 may arise from or out of CONTRACTOR'S operations, use, and management of the
11 premises, or the performance of its obligations hereunder. Policy shall name the
12 County of Riverside--its Director's, Officers, Board of Supervisors, employees,
13 agents or representatives as Additional Insured, and contain a Waiver of Subrogation
14 in favor of the County Of Riverside. Policy limits shall not be less than \$1,000,000
15 per occurrence combined single limit. If such insurance contains a general aggregate
16 limit, it shall apply separately to this agreement or be no less than two (2) times the
17 occurrence limit. Policy shall also provide for \$5,000 medical payments coverage per
18 occurrence, and fire legal Liability in an amount not less than \$50,000 each
19 occurrence.

20 III. **Vehicle Liability:**

21 If CONTRACTOR'S vehicles or licensed mobile equipment are used on the
22 County property, or used in any manner on behalf of the County, then
23 CONTRACTOR shall maintain auto liability insurance for all owned, non-owned or
24 hired automobiles in an amount not less than \$ 300,000 per occurrence combined
25 single limit. Policy shall name the County of Riverside, its Director's (Officers,
26 Special Districts, Board of Supervisors, employees, agents, or representatives as
27 Additional Insured, and provide a Waiver of Subrogation in favor of the County of
28 Riverside.

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IV. General Insurance Provisions - All lines:

- (a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A: VIII. (A:VIII). Insurance deductibles or self-insured retentions must be declared by the carrier(s), and such deductibles and retentions shall have the prior written consent from the County Risk Manager. At the election of the Risk Manager, carriers shall provide written notification, and shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If no written notice is received from the County Risk Manager within ten (10) days of the acceptance of agreement, then such deductibles or self-insured retentions shall be deemed acceptable.
- (b) Cause its insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives are named as Additional Insureds. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such

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3 effective date, another properly executed original Certificate of Insurance and
4 original copies of endorsements or certified original policies, including all
5 endorsements and attachments thereto evidencing coverages set forth herein and
6 the insurance required herein is in full force and effect. **CONTRACTOR shall**
7 **not commence operations until the County of Riverside has been furnished**
8 **original Certificate (s) of Insurance and certified original copies of**
9 **endorsements or policies of insurance including all endorsements and any**
10 **and all other attachments as required in this Section. The original**
11 **endorsements for each policy and the Certificate of Insurance shall be signed**
12 **by an individual authorized by the insurance carrier to do so on its behalf.**

- 13 (c) It is understood and agreed to by the parties hereto and the insurance
14 company(s), that the Certificate(s) of Insurance and policies shall so covenant
15 and shall be construed as primary, and the County's insurance and/or deductibles
16 and/or self-insured retentions or self-insured programs shall not be construed as
17 contributory.

18 VI

19 **RECORDS AND REPORTS.** CONTRACTOR agrees to provide COUNTY such
20 reports as may be required by the Director of the Health Services Agency, or designee, with
21 respect to the services set forth under this Agreement.

22 To the extent necessary, to prevent disallowance of reimbursement under 42 U.S.C.
23 1395 x(v)(1)(1), and regulations promulgated pursuant thereto, until the expiration of four
24 years after the furnishing of services under this Agreement, CONTRACTOR shall make
25 available, upon written request, to the Secretary of the U.S. Department of Health and
26 Human Services, and upon request to the Comptroller General of the U.S. General
27 Accounting Office, or any of their duly authorized representatives, a copy of this Agreement
28 and such books, documents, and records as are necessary to certify the nature and extent of
the cost of the services provided by CONTRACTOR.

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VII

MONITORING. CONTRACTOR agrees to extend to an appropriate official or his designee of the COUNTY, State or Federal government the right to review and investigate records, programs or procedures at any reasonable time as regards to patients, as well as to the overall operations of CONTRACTOR'S program. The Director of the Health Services Agency, or designee, may make periodic visits to CONTRACTOR for purposes of reviewing adequacy of care, quality control, coordination and program review.

VIII

CONFIDENTIALITY. CONTRACTOR shall maintain the confidentiality of any and all patient records and information which may be reviewed under the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any patient and which shall be used only for carrying out the obligations of CONTRACTOR under this Agreement.

CONTRACTOR shall not disclose, except as specifically permitted by this Agreement, or as authorized by the patient(s), any oral or written communication, information, or effort of cooperation between COUNTY and CONTRACTOR, or between COUNTY and CONTRACTOR and any other party.

CONTRACTOR shall observe all Federal, State and COUNTY regulations concerning confidentiality of records.

IX

LICENSES. CONTRACTOR shall, through the term of this Agreement, maintain all necessary licenses necessary for the provision of medical services hereunder and required by the laws and regulations of the United State, the Sate of California, County of Riverside, and all other governmental agencies. CONTRACTOR shall notify COUNTY immediately,

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in writing, of inability to obtain or maintain such license. Said inability shall be cause for termination of this Agreement.

X

TERMINATION. This Agreement may be terminated by either party by giving thirty (30) days written notice of intention to terminate. Notice of termination shall be deemed served on the date of mailing.

COUNTY may terminate this Agreement upon five (5) days' written notice served upon CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained in this Agreement in the time and manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. Notice shall be deemed served on the date of mailing.

XI

CONFLICT OF INTEREST. CONTRACTOR and/or CONTRACTOR'S employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

XII

ALTERATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. Only the County Board of Supervisors or the County Purchasing Agent may authorize any alteration or revision of this Agreement. The parties expressly recognize that county personnel are without authorization to either change or waive any requirements of this Agreement.

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XIII

SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

XIV

ASSIGNMENT. This Agreement shall not be assigned by CONTRACTOR, either in whole or in part, without prior written consent of the COUNTY.

XV

ADMINISTRATION. The County Director of the Health Services Agency or designee shall administer this Agreement on behalf of the COUNTY.

XVI

WAIVER. Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or stopping COUNTY from enforcement hereof.

XVII

OSHA REGULATIONS. CONTRACTOR hereby verifies knowledge of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto, and agrees to comply therewith as to all relative elements of this Agreement.

XVIII

JURISDICTION, VENUE, ATTORNEY FEES. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should

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3 action be brought to enforce or interpret the provisions of the Agreement, the prevailing
4 party shall be entitled to attorney's fees in addition to whatever other relief is granted.

5 **XIX**

6 **BINDING ON SUCCESSORS.** CONTRACTOR, its assigns and successors in
7 interest, shall be bound by all of the provisions contained in this Agreement, and all of the
8 parties thereto shall be jointly and severally liable hereunder.

9 **XX**

10 **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph
11 headings used in this Agreement are for convenience only and are not a part of this
12 Agreement, and shall not be used in construing this Agreement.

13 **XXI**

14 **FORCE MAJEURE.** Neither party shall be liable nor deemed to be in default for
15 any delay or failure in performance under this Agreement or other interruption of service or
16 employment deemed resulting, directly or indirectly, from acts of God.

17 **XXII**

18 **WORK PRODUCT.** All reports, preliminary findings, or data assembled or
19 compiled by CONTRACTOR under this Agreement become the property of the COUNTY.
20 The COUNTY reserves the right to authorize others to use or reproduce such materials.
21 Therefore, such materials may not be circulated in whole or in part, nor released to the
22 public, without the direct authorization of the Director of the Health Services Agency or an
23 authorized designee.
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XXIII

NOTICES. All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

COUNTY:

Riverside County Health Services
Agency
P.O. Box 7849
Riverside, California 92513-7849
Attn: Contracts Administration

CONTRACTOR:

Riverside Community College
Auxillary Business Services
4800 Magnolia Avenue
Riverside, CA 92506

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

//

DEH01K.004/CM

EXHIBIT A

RIVERSIDE COMMUNITY COLLEGE

SCOPE OF SERVICES

Riverside City College, (CONTRACTOR), through their experience in the educational field and offering customized solutions for business and industry, shall perform instructional services to the County of Riverside, Department of Environmental Health, Hazardous Materials Management Division (COUNTY), in providing a writing course entitled "**Creating Readable Reports**" to staff on key elements to developing concise and professional reports.

Workshop Description

Participants will develop the ability to effectively produce written reports by learning to write clearly and concisely through organizing and presenting information logically. Emphasis will be placed on stating a point and supporting it with particulars, details, examples, and facts. Error free reports will be a natural outcome as writers learn to accurately edit and revise their documents by applying sound writing principles. Assignments will be given based on work-related incident reports.

Course Objectives

Upon completion of this program, participants will be able to:

1. State a main point and produce evidence.
2. Achieve unity, support, and coherence.
3. Avoid common writing errors.
4. Demonstrate competence in written communication.

Topics

- I. The process of writing successful reports
- II. The ingredients necessary to report information
- III. The essentials of sentence and paragraph structure
- IV. The basics of, but often misunderstood, concepts of grammar and punctuation
- V. The power of revision

The focus will be on practicing the process of writing in order to produce clear reports that are sufficiently and concisely developed. Participants will read and analyze clearly written documents in order to recognize and identify the necessary components. Fundamental grammar and punctuation concepts will be taught as participants practice and successfully use them in report writing. Emphasis will be placed on the importance of revision because it is an opportunity and necessity, rather than a chore or a choice.

Workshop Presenter: Carol Miter, Associate Professor of English

EXHIBIT B

RIVERSIDE COMMUNITY COLLEGE

PAYMENT PROVISIONS

Riverside City College, (CONTRACTOR), shall be compensated by the County of Riverside, Department of Environmental Health, Hazardous Materials Management Division (COUNTY), for providing a writing course entitled "Creating Readable Reports" pursuant to this Agreement as follows:

Workshop Schedule

- This course will be a fifteen (15) hour program offering general, important on-the-job writing skills with specific emphasis on compiling, writing, and proofreading reports. There will be one - two classes provided per month of a ninety minute duration from September 2000 through March 2001.
- First Class will be held on Wednesday, September 20, 2000, from 9:30 am -11:00 am at the Riverside City College, Norco Campus.
- Additional Class Meetings will be mutually agreed upon, in writing, and coordinated two weeks prior to set class schedule dates and site locations.
- Tentative schedule and class times for each meeting will be from 9:30 am - 11:00 am.

October 10, 2000
October 26, 2000
November 8, 2000
November 28,2000

December 5, 2000
December 18, 2000
January 9, 2001
February 21, 2001
March 21, 2001

Course Fee

The maximum compensation payable under the terms of the Agreement shall not exceed two thousand seven hundred fifty (\$2,750.00) dollars. CONTRACTOR requests six hundred fifty (\$650.00) dollars due by October 4, 2000 and monthly billings thereafter of approximately twenty-five per cent (25 %) of total each.

Invoice

Invoice(s) shall provide on appropriate letterhead properly documented and accurately addressed invoice for payment. The billing address is:

Health Services Agency
Environmental Health Department
Fiscal Services - Rm. 403
P. O. Box 7849
Riverside, Ca. 92513-7849

The invoice shall specify classes covered with dates, hours worked, class materials, and amount claimed for and original signature of CONTRACTOR.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-d

Date: December 14, 2004

Subject: Agreement with VeriSign, Inc.

Background: Presented for the Board's review and consideration is an agreement with VeriSign, Inc. to set up an account for Community Education. VeriSign is an industry leader in the area of online credit card payment and will integrate with the new online registration software used in Community Education to allow customers to register for classes online. The term of the contract is for one year, with automatic renewal each year thereafter at an annual cost of \$799. Funding Source: Community Education.

The contract was reviewed by Robert Bramucci, Dean of Open Campus, Sylvia Thomas, Associate Vice President, Instruction, and Ed Godwin, Risk Management.

Recommended Action: It is recommended that the Board of Trustees approve this agreement with VeriSign, Inc. to process online credit card payments for Community Education customers at a cost of \$799 for the term of December 15, 2004 through December 15, 2005, and authorize the Vice President, Administration and Finance to sign the agreement.

Salvatore G. Rotella
President

Prepared by: Cyndi Pardee
Community Education Supervisor
Robert Bramucci
Dean, Open Campus

VeriSign Payment Services Merchant Services Agreement

V7

[online version 7.16.03]

This VeriSign Payment Services Merchant Services Agreement (the "Agreement") is entered into by and between VeriSign, Inc., having its principal place of business at 487 East Middlefield Road, Mountain View, California 94043 ("VeriSign"), and the Merchant, defined below, as of the date the Agreement is executed by Merchant in the signature block below (the "Effective Date"), provided that Merchant does not modify this Agreement in any manner or form. In the event of a modification hereto, such modification shall constitute a counter offer by Merchant to VeriSign and this Agreement shall not become effective as of the date signed by Merchant. When Merchant delivers a modified agreement to VeriSign and VeriSign activates such account, upon VeriSign's discovery of such modified agreement, Merchant acknowledges and agrees that such activation constitutes a mistake and VeriSign shall have the right to terminate the Service, without any liability whatsoever. Merchant's sole and exclusive remedy for VeriSign's termination of the Service shall be a refund equal to a prorated portion of any prepaid fees (excluding set-up, installation and any other non-recurring fees) paid by Merchant commensurate with the remaining portion of the then-current term for which such fees were paid.

1. INTRODUCTION

- 1.1 **Introduction.** In this Agreement, "Merchant", "you" and "your" refer to each customer ("Merchant") that enters into the Agreement and its designated agents, including your administrative contact, and "VeriSign", "we", "us" and "our" refer collectively to VeriSign, Inc. and its wholly owned subsidiaries ("VeriSign"). This Agreement explains our obligations to you, and your obligations to us in relation to the VeriSign service(s) you purchase. By entering into this Agreement you agree to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional VeriSign service(s) or to modify or cancel your VeriSign service(s) (even if we were not notified of such authorization), this Agreement as amended covers any such service or actions. Additionally, you agree that the administrative contact for any services provided to you is your agent with full authority to act on your behalf with respect to such services, as permitted by the Services and related documentation, including (but not limited to) the authority to terminate, transfer (where transfer is permitted by the Agreement), or modify such services, or purchase additional services. Any acceptance of your application(s) or requests for our services and the performance of our services will be deemed to occur at our offices in Mountain View, California.
- 1.2 **Various Services.** Sections 1 through 12 apply to any and all VeriSign Services that you purchase under the Agreement. The terms and conditions set forth in the attached schedules to the Agreement apply only to customers who have purchased the VeriSign services referenced in those schedules. Such schedules are incorporated into this Agreement by this reference. In the event of any inconsistency between the terms of Sections 1 through 12 and the terms of the schedules, the terms of the schedules shall control with regard to the applicable VeriSign service. **IMPORTANT NOTICE CONCERNING BUNDLED SERVICES:** If you purchase separate VeriSign services that are sold together as a "bundled" package, as opposed to your purchasing such services separately, termination of any part of the services may result in termination of all VeriSign services provided as part of the bundled package, unless arrangements are made to pay for the services separately. Please see Section 10 of this Agreement for more terms of termination.

2. DEFINITIONS.

- 2.1 **"Financial Institution"** shall mean banks or financial institutions having business relationships with one or more Financial Processors that have agreed to evaluate and provide merchant accounts and payment authorization services to merchants.
- 2.2 **"Financial Processor"** shall mean an entity with which VeriSign has established a relationship that performs the back-end authorization and processing of Transactions between the Merchant's Financial Institution and the cardholder's bank.
- 2.3 **"Services"** shall mean the VeriSign's Payflow Link[®] or Payflow Pro[®] services used by Merchant and any add-on services specifically described in this Agreement. Current descriptions of the Payflow Link and Payflow Pro services can be found at the URL: <http://www.verisign.com/payment/payflow.html> (for the Payflow Link service) or <http://www.verisign.com/payment/payflowpro.html> (for the Payflow Pro service).
- 2.4 **"Software"** shall mean the object code version of VeriSign's client Software Development Kit ("SDK"), HTML code, application programming interfaces (APIs), related documentation and other client software or code which VeriSign provides to Merchant, including updates, to enable VeriSign to provide the Services to Merchant. Unless otherwise specified, Software shall not include any source code. The Software is proprietary to VeriSign and is licensed to Merchant under a separate SDK License Agreement at the time of download.
- 2.5 **"VeriSign Manager Web Site"** means VeriSign's online account management tools for merchants for the VeriSign

Payflow Link services and Payflow Pro services that are part of the Services.

- 2.6 "Transaction" shall mean information related to the purchase of goods and services from Merchant by a third party. Specifically a Transaction is an authorization, delayed capture, sale, void, voice authorization or credit data transmission between VeriSign and its back end processors.

3. MERCHANT OBLIGATIONS.

3.1. General Service Requirements. Merchant shall be solely responsible for:

- A. Establishing, hosting and maintenance of its Web site(s) and its connection to the Internet (the "Merchant Web Site(s)"), fulfilling all orders for products and services sold by Merchant to its users on Merchant's Web Site(s) or otherwise, including without limitation transmitting Merchant's registration information and Transaction data to VeriSign servers or via the VeriSign Manager Web Site and ensuring that any data stored or transmitted by Merchant in conjunction with the Services and for enrollment for the Services is accurate, complete and in the form as requested by VeriSign, is securely collected and is not corrupted due to Merchant's systems. Merchant is also responsible for reviewing the Transactions in its account on a regular basis and notifying VeriSign promptly of suspected unauthorized activity through its account;
- B. Displaying a web page to users purchasing products or services from Merchant that provides the user with an acknowledgement that a Transaction has been completed and secured by VeriSign (the "Acknowledgement Page"). Merchant agrees that in addition to Merchant's branding on the Acknowledgement Page, Merchant is required to display on the Acknowledgement Page the relevant VeriSign Payment Services logo ("VeriSign Logo"), provided by VeriSign to Merchant, such logo to be a hypertext link to the URL: <http://seal.verisign.com/payment> (the "VeriSign Site") or other web site reasonably designated by VeriSign, and the text "VeriSign has routed, processed and secured your payment information. More information about VeriSign". The underlined text shall also be a hypertext link to the VeriSign Site or other site designated by VeriSign. Merchant agrees that the VeriSign Logo and the foregoing text will appear at the top of the Acknowledgement Page (but below Merchant's branding) and users will not be required to scroll left, right, up or down to view the VeriSign Logo or such text. VeriSign hereby grants Merchant the rights to use the relevant VeriSign Logo, name and link to the VeriSign Site as necessary to carry out the obligations of this section 3.2 and in accordance with any trademark usage guidelines provided to Merchant by VeriSign from time to time upon reasonable notice;
- C. Establishing and maintaining a commercial banking relationship with one or more Financial Institutions. The terms of such relationship shall be determined solely by Merchant and the Financial Institution;
- D. Keeping its login name and password confidential. Merchant shall notify VeriSign immediately upon learning of any unauthorized use of its user name or password. Merchant shall be solely responsible for (i) updating its passwords for access to the Services periodically, and (ii) creating passwords that are reasonably "strong" under the circumstances, both in accordance with VeriSign's requirements. A "strong" password is at least six characters long, does not contain all or part of the users account name, and contains at least three of the four following categories of characters: uppercase characters, lowercase characters, base 10 digits, and symbols found on the keyboard (such as !, @, #). Strong passwords should be generated in such a way that knowledge of one does not lead to knowledge of another. For more information on how to create a "strong password" please see <http://www.verisign.com/support/payflow/manager/selfHelp/password.html> >;
- E. Maintaining commercially reasonable business practices in conjunction with use of the Services, collecting, storing and transmitting its customer data in a secure manner and protecting the privacy of its customer data. Merchant shall comply with VeriSign's requests for reasonable action on Merchant's part, to the extent necessary, to maintain security and integrity of the Services;
- F. Updating to the most current Software version and security updates and patches necessary to properly operate the Services and keeping all Merchant enrollment and payment information current and updated on the VeriSign Manager Web Site; and
- G. Merchant agrees, and hereby represents and warrants that Merchant shall (A) use the Services in accordance with the applicable user guides and other documentation; and (B) not use or permit others to use information obtained through the use of the Services for any purpose other than in conjunction with the Services and in a manner described in the documentation for the Services.

- 3.2 **Proprietary Rights.** Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions,

and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Services identified herein ("VeriSign Intellectual Property Rights") are owned by VeriSign or its licensors, and you agree to make no claim of interest in or ownership of any such VeriSign Intellectual Property Rights. You acknowledge that no title to the VeriSign Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the VeriSign or its licensors' service, other than the rights expressly granted in this Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by VeriSign and all right, title and interest in and to each such Derivative Work shall automatically vest in VeriSign. VeriSign shall have no obligation to grant you any right in any such Derivative Work. Except to the extent permitted by applicable law, Merchant shall not disassemble, decompile, decrypt, extract, reverse engineer, prepare a derivative work based upon, distribute, or time share the Services or any components thereof, or otherwise apply any procedure or process to the Services or components thereof in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings or any algorithm, data, process, procedure or other information contained therein. Merchant shall not rent, sell, resell, lease, sublicense, loan or otherwise transfer the Services or components thereof.

4. VERISIGN'S OBLIGATIONS.

- 4.1 **Services.** Subject to the terms in this Agreement, VeriSign agrees to (i) provide to Merchant the Services for which Merchant enrolls and pays the applicable fees, including without limitation the transmission of Transaction information to Financial Processors, and (ii) provide Merchant with access to standardized reports regarding Merchant's Transactions processed using the Services and certain reporting tools to assist Merchant in accounting activities. VeriSign hereby grants to Merchant the right to access and use the Services in accordance with the Agreement. VeriSign is not bound by nor should Merchant rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web site of a general informational nature.

Modification of Terms: Changes to Services. Except as otherwise provided in this Agreement, Merchant agrees, during the term of this Agreement, that VeriSign may: (1) revise the terms and conditions of this Agreement, including without limitation modifying the service fees or payment terms; and/or (2) change part of the Services provided under this Agreement at any time. Any such revision or change will be binding and effective either, at VeriSign's sole discretion, 30 days after posting of the revised Agreement or change to the Services on the VeriSign Manager Web Site, or upon electronic or written notification to you. You agree to periodically review the VeriSign Manager Web Site, including the current version of this Agreement available on the VeriSign Manager Web Site, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice as set forth in this Agreement. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, except as otherwise expressly stated herein, but you will not incur any additional fees. By continuing to use VeriSign services after any revision to this Agreement or change in Services, you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our Services; or in (ii) information posted on our Web site of a general informational nature.

- 4.2 **Secure Transactions.** VeriSign has implemented and will maintain security systems for the transmission of Merchant's Transactions, consisting of encryption and "firewall" technologies that are understood in the industry to provide adequate security for the transmission of such information over the Internet. VeriSign does not guarantee the security of the Services or Transaction data, and VeriSign will not be responsible in the event of any infiltration of its security systems, provided that VeriSign has used commercially reasonable efforts to prevent any such infiltration. Merchant further acknowledges and agrees that Merchant, and not VeriSign, is responsible for the security of Transaction data or information or any other information stored on Merchant's servers, and that VeriSign is not responsible for any other party's servers (other than subcontractors of VeriSign solely to the extent VeriSign is liable for its own actions hereunder).

- 4.3 **Technical Support for Services.** VeriSign shall provide the technical support services that you purchase, as set forth in Exhibit A attached hereto and incorporated herein.

5. **PRIVACY.** Our privacy statement for the Services is located on our Web site at <http://www.verisign.com/truste> and is incorporated herein by reference, as it is applicable to the Services. The applicable privacy statement sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We will post such revised statement on our Web site. You agree to monitor our Web site periodically to review such revisions. By using our services after modifications to the privacy statement, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. In addition to the above, Merchant acknowledges and agrees that in the course of providing the Services, VeriSign will capture certain transaction and user information (collectively, the "Data"). Merchant agrees to provide to VeriSign, and VeriSign shall capture, only the Data that is required by the Software and is necessary for VeriSign to provide the Services. VeriSign agrees to use Data in its personally identifiable form only as necessary to complete the requested transaction. VeriSign shall not disclose Data to third parties or use the Data, except that VeriSign shall have the rights (i) to use the Data as necessary to perform the Services contemplated in this Agreement (including distributing the Data to third parties providing services requested by Merchant); (ii) to maintain the Data as long as necessary or as required by law and used internally for record keeping, internal reporting, and support purposes; (iii) to compile and disclose Data in the aggregate where individual merchant Data is not identifiable, including without limitation, calculating merchant averages by region or industry; and (iv) to provide the Data as required by law or court order, or to defend VeriSign's rights in a legal dispute. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data you hold about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.

6. **FEES AND PAYMENT TERMS**

As consideration for the services you purchased, you agree to pay VeriSign upon the Agreement Effective Date the applicable Service(s) fees set forth in Exhibit B attached hereto and incorporated herein, or, if applicable, upon receipt of your invoice from VeriSign. All fees are due immediately and are non-refundable, except as otherwise expressly noted herein or in one or more attached Schedules. Unless otherwise specified herein or on our Web site, the Services are for a one-year initial term and renewable thereafter for successive one-year periods. Any renewal of your Services with us is subject to our then-current terms and conditions, including, but not limited to, successful completion of any applicable authentication procedure, and payment of all applicable service fees at the time of renewal. Additional payment terms may apply to the VeriSign Services you purchase, as set forth in the applicable Schedules to this Agreement. You are solely responsible for the credit card or Automated Clearinghouse ("ACH") account information you provide to VeriSign and must promptly inform VeriSign of any changes thereto (e.g., change of expiration date or account number). Changes should be communicated to VeriSign by entering the updated information through the VeriSign ManagerSM tools or contacting VeriSign customer support. All payments shall be made in U.S. dollars. All fees are non-refundable unless otherwise explicitly stated in this Agreement. If we do issue a refund, it will only be via the same payment method used by you to pay for the Services. For additional services or add-on services, Merchant shall either prepay VeriSign's then-current annual prepaid fees, if available, or pay the then-current monthly fees for such services, in accordance with Sections 6.2 and 6.3 below. If Merchant uses VeriSign add-on services that are subject to additional standard fees that are not prepaid at enrollment, then VeriSign shall either immediately charge Merchant's credit card or debit Merchant's ACH account, as applicable, for VeriSign's then-current fees for such services or invoice Merchant for such additional standard fees, and Merchant shall pay such invoice immediately. You agree to pay all value added, sales and other taxes (other than taxes based on VeriSign's income) related to VeriSign services or payments made by you hereunder. Set up fees, if any, will become payable on the applicable effective date for the applicable VeriSign Services. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less. Merchant hereby authorizes VeriSign to charge Merchant's credit card provided to VeriSign or debit Merchant's ACH account for the fees due for the Services, and Merchant shall provide to VeriSign proper debit authorization for purposes of allowing VeriSign to debit the applicable Merchant account to collect fees due under this Agreement. All fees owed by Merchant to third parties (for example, Financial Institutions, Financial Processors and merchant account providers), are Merchant's sole responsibility and are not covered by this Agreement.

6.1 **For Annual Prepaid Agreements.** Merchant agrees to pay to VeriSign the applicable annual fees for the applicable Services (the "Annual Prepaid Service Fee") for twelve (12) months from the due date as described above in this Section 6, or twenty-four (24) months if Merchant prepays for two (2) years. Merchant shall pay a separate Annual Prepaid Service Fee for each VeriSign Service'(s) account for which Merchant registers. Merchant agrees that VeriSign shall have no obligation to provide the Services until it has received Merchant's Annual Prepaid Service Fee. We will endeavor to provide you notice prior to the renewal of the Services at least fifteen (15) days in

advance of the renewal date. Unless either party terminates the Agreement early in accordance with the terms herein or unless otherwise notified by VeriSign electronically or via the VeriSign Manager Web Site, then for each renewal term of this Agreement following the initial annual or bi-annual prepaid term, Merchant hereby authorizes VeriSign to charge Merchant's credit card or ACH account that VeriSign has on file for Merchant or invoice Merchant, as applicable, for the annual renewal period. In the event Merchant desires to request another payment method, Merchant shall contact paymentsales@verisign.com no less than thirty (30) days prior to the end of the applicable prepaid term. VeriSign reserves the right at the end of each prepaid term to change its fees upon written or electronic notice to Merchant. If VeriSign is unable to collect the Annual Prepaid Service Fee from Merchant for each renewal period, then VeriSign shall have the right to terminate this Agreement in accordance with the terms herein.

- 6.2 For Non-Prepaid Agreements.** Merchant agrees to pay to VeriSign the applicable fees for each separate VeriSign account for the Services used by Merchant. There will not be any pro-ration of fees paid or invoiced unless otherwise agreed in writing by VeriSign. Merchant agrees to pay all value added, sales and other taxes (other than taxes based on VeriSign's income) related to the Services or payments made by Merchant to VeriSign. VeriSign may, at its option, either invoice or debit Merchant's credit card or ACH account, as applicable for the fees due VeriSign. Initial set up fees will become payable on the Effective Date. Monthly fees will be invoiced or debited at the end of the calendar month in which the Services are performed. Merchant agrees to pay all such invoices immediately or as otherwise indicated on the applicable invoice. Merchant agrees, at the request of VeriSign, to provide VeriSign with an authorized credit card name, number and date of expiration or an ACH account number.
- 6.3 Monthly Excess Transaction Fee.** Notwithstanding Sections 6.1 and 6.2, in the event Merchant exceeds the Transaction limit permitted for the applicable Services in Exhibit B ("Excess Transaction") in any month, Merchant shall be charged a monthly transaction fee ("Monthly Excess Transaction Fee") to be determined by multiplying each Excess Transaction processed in that month by the corresponding Service's transaction fee listed therein. The Monthly Excess Transaction Fee shall be invoiced or debited in accordance with the terms for Monthly fees in Section 6.2.

7. WARRANTY; DISCLAIMER

- 7.1** VeriSign represents and warrants that (a) it has all requisite corporate or other power to enter into this Agreement and to carry out the terms of this Agreement; (b) all corporate action on the part of VeriSign, its officers, board of directors and stockholders necessary for the performance of its obligations under this Agreement has been taken. EXCEPT AS EXPRESSLY SET FORTH ABOVE AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, VERISIGN AND ITS LICENSORS, AS APPLICABLE, MAKE NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES OR SOFTWARE, AND ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED BY VERISIGN AND ITS LICENSORS. MERCHANT ACKNOWLEDGES THAT NEITHER VERISIGN NOR ITS LICENSORS HAVE REPRESENTED OR WARRANTED THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY OR WITHOUT COMPROMISE OF THE SECURITY SYSTEMS RELATED TO THE SERVICES OR THAT ALL ERRORS WILL BE CORRECTED.
- 7.2** Merchant represents and warrants that it shall comply with all applicable privacy, consumer and other laws and regulations with respect to its (i) provision, use and disclosure of the Data; (ii) dealings with the users providing the Data, and (iii) use of the Services. Additionally, Merchant represents and warrants that (a) it has all requisite corporate or other power to enter into this Agreement and to carry out the terms of this Agreement; (b) all corporate action on the part of Merchant, its officers, board of directors and stockholders necessary for the performance of its obligations under this Agreement has been taken; (c) this Agreement constitutes its valid and legally binding obligation, enforceable against it in accordance with the terms hereof; (d) if Merchant is a corporation, then it is a corporation in good standing in its jurisdiction of incorporation; (e) it has read and understands the entire Agreement and desires to be bound thereby, and it has been represented by counsel of its own choosing; and (f) it represents and warrants that, except as expressly set forth herein, no representations of any kind or character have been made to induce it to execute and enter into this Agreement.
- 8. INDEMNIFICATION.** This section is subject to the terms of Section 9. Either party will defend, indemnify, defend, save and hold harmless the other party and the officers, directors, agents, Affiliates, distributors, franchisees and employees of the other party from and against any and all third party claims, losses, demands, liabilities, damages, costs and or expenses (including reasonable attorneys' fees), either arising out of or relating to the indemnifying party's material breach of any duty, representation or warranty of this Agreement. A party's right to indemnification under the Agreement ("indemnified party") is conditioned upon the following: prompt written notice to the party obligated to provide indemnification ("indemnifying party") of any claim, action or demand for which indemnity is sought; control

of the investigation, preparation, defense and settlement thereof by the indemnifying party; and such reasonable cooperation by the indemnified party, at the indemnifying party's request and expense, in the defense of the claim. The indemnified party shall have the right to participate in the defense of a claim by the indemnifying party with counsel of the indemnified party's choice at the indemnified party's expense. The indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment that makes any admissions in the indemnified party's name or imposes any liability upon the indemnified party.

9. **LIMITATIONS ON LIABILITY.** Merchant acknowledges that VeriSign is not a financial or credit reporting institution. VeriSign is responsible only for providing data transmission to effect or direct certain payment authorizations for Merchant and is not responsible for the results of any credit inquiry, the operation of web sites of ISPs or Financial Institutions or the availability or performance of the Internet, or for any damages or costs Merchant suffers or incurs as a result of any instructions given, actions taken or omissions made by Merchant, Merchant's financial processor(s), Merchant's Financial Institution or any ISP. **IN NO EVENT WILL VERISIGN'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE FEES PAID TO VERISIGN BY MERCHANT HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM FOR DAMAGES. IN NO EVENT WILL VERISIGN OR ITS LICENSORS HAVE ANY LIABILITY TO MERCHANT OR ANY OTHER PARTY FOR ANY LOST OPPORTUNITY OR PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY (INCLUDING NEGLIGENCE), AND WHETHER OR NOT VERISIGN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.** Notwithstanding the above, the limitations set forth above shall be enforceable to the maximum extent allowed by applicable law.

10. TERM AND TERMINATION

- 10.1 **Term; Renewal.** This Agreement will commence on the later of (i) Effective Date, or (ii) the date that Merchant's Payflow account is activated for live Transactions, if different; and will continue for a period of one (1) year (or two (2) years if Merchant prepays for two years), unless terminated earlier or suspended according to the provisions of this Agreement. This Agreement will thereafter automatically renew for successive twelve (12) month terms (or twenty-four (24) month terms if Merchant prepays for twenty-four months), unless either party gives the other party written or electronic notice, in accordance with the terms herein, of its intention not to renew the Agreement, at least thirty (30) days prior to the end of the then-current term or renewal term if termination is by VeriSign. Any renewal of your Services is subject to our then-current terms and conditions, successful completion of any applicable authentication procedure, if any, and payment of all applicable service fees at the time of renewal. Additional payment terms may apply to the VeriSign Services you purchase, as set forth herein and in the applicable Schedules to this Agreement.
- 10.2 **Suspension and Termination.** Either party hereto may, at its option, and without notice, terminate this Agreement, effective immediately, should the other party hereto (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (vi) have a decree entered against it by a court of competent jurisdiction appointing a receiver liquidate, trustee or assignee in bankruptcy or in insolvency covering all or substantially all of such Party's property or providing for the liquidation of such party's property or business affairs.
- A. **By Merchant.** Merchant may terminate this Agreement upon prior written notice to VeriSign by notifying VeriSign's customer support electronically or in writing and following the instructions for cancellation either (i) prior to the end of the initial annual period or any annual renewal period; or (ii) for convenience. Subject to the above, VeriSign shall use commercially reasonable efforts to cancel the Services within seven (7) business days following such written notice from Merchant. Merchant shall be responsible for the payment of all fees due and payable through the effective date of termination. Termination requests for non-VeriSign, third party services may not be made through VeriSign. Merchant must instead contact such third parties directly to cancel such services.
- B. **By VeriSign.** Notwithstanding Section 10.1, VeriSign may suspend Merchant's access to the Services or terminate this Agreement as follows:

- (i) Following ten (10) days prior electronic or written notice (such as an overdue invoice) if (a) Merchant breaches the Agreement, (b) perpetrates fraud, (c) causes or fails to fix a security breach relating to the Services, (d) fails to comply with VeriSign's best practices requirements for security management or to respond to an inquiry from VeriSign, concerning the accuracy or completeness of the information Merchant is required to provide pursuant to this Agreement, (e) if VeriSign reasonably suspects fraudulent activity on Merchant's payment services account, (if such breach is not cured within such 10-day period), (f) in the event that certain third party licenses or access to third party components of the Services are terminated, or (g) non-payment of invoice; or
 - (ii) Immediately, without prior notice, if VeriSign reasonably believes Merchant's breach compromises the security of the Services in any material fashion, if fraudulent Transactions are being run on your account, or Merchant's financial processor or Financial Institution with which Merchant has a merchant account requires such termination or suspension.
- 10.3 **Effect of Termination.** VeriSign will cease providing the Services and cease charging your credit card, if applicable, for any monthly, annual or bi-annual Service fees as of the expiration of the annual, bi-annual or monthly billing cycle in which the termination is effective. If termination of this Agreement is due to your default hereunder, you shall bear all costs of such termination, including any reasonable costs VeriSign incurs in closing your account. You agree to pay any and all costs incurred by VeriSign in enforcing your compliance with this Section. Upon termination, your rights to use the Services, and any other rights granted hereunder, shall immediately cease, and you shall destroy any copy of the materials licensed to you hereunder and referenced herein. Each party will be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except that any termination of this Agreement will not relieve VeriSign or Merchant from any liability arising prior to the termination of this Agreement. To the extent permitted by applicable law, you agree that upon termination for any reason, we may delete all information relating to your use of the Service. Notwithstanding the foregoing, the provisions of Sections 5, 7-11 and Merchant's obligations to pay all fees due through the effective date of termination will survive any termination of this Agreement.
- 10.4 **Bundled Services.** In addition to the terms set forth above, if you purchase Services which are sold together as part of a "bundled" package of services, any termination relating to such bundle will terminate all VeriSign services included in such bundle. In such cases we may, in our sole discretion and subject to your agreeing to be bound by the applicable agreement(s) and to pay the applicable fees, allow you to convert certain services included in the bundled services to stand alone services. Notwithstanding the above, termination of the Services will terminate any add-on services.
- 10.5 **Reinstatement of Services.** If Services are suspended or terminated by VeriSign due to lack of payment by Merchant, reinstatement of Services shall be subject to Merchant paying VeriSign (i) new set-up fees, at VeriSign's then-current rates; and (ii) as applicable, all past due annual or monthly fees and Transaction fees.

11. CONFIDENTIALITY

- 11.1 **Confidential Information.** "Confidential Information" means any confidential, trade secret or proprietary information (which may be business, financial or technical information) disclosed by one party to the other under this Agreement that is marked confidential or if disclosed orally designated as confidential at the time of disclosure or that should be reasonably understood to be confidential. All source code and the terms of this Agreement will be considered Confidential Information.
- 11.2 **Confidentiality Obligations.** Each party (i) shall not disclose to any third party or use any Confidential Information disclosed to it by the other except as expressly permitted in this Agreement and for purposes of performing this Agreement, and (ii) shall take reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which shall in no event be less than the measures it uses to maintain the confidentiality of its own proprietary information or Confidential Information of similar importance. Each party further agrees to use the other party's Confidential Information only for the purpose of its performance under this Agreement. In addition, the receiving party shall not reverse engineer, disassemble or decompile any prototypes, software or other intangible objects which embody Confidential Information and which are provided to the receiving party hereunder.
- 11.3 **Limitation of Confidentiality.** The Obligations set forth in Section 11.2 ("Confidentiality Obligations") above do not apply to information that (i) is in or enters the public domain without breach of this Agreement, (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation, (iii) the receiving party knew prior to receiving such information from the disclosing party or develops independently without access or reference to the Confidential Information, (iv) is disclosed with

the written approval of the disclosing party, or (v) is disclosed five (5) years from the effective date of termination or expiration of this Agreement.

- 11.4 **Exceptions to Confidentiality.** Notwithstanding the Confidentiality Obligations set forth in Section 11.2 above, each party may disclose Confidential Information of the other party (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law but only after alerting the other party of such disclosure requirement and, prior to any such disclosure, allowing (where practicable to do so) the other party a reasonable period of time within which to seek a protective order against the proposed disclosure, or (ii) on a "need-to-know" basis under an obligation of confidentiality substantially similar in all material respects to those confidentiality obligations in this Section 10 to its legal counsel, accountants, contractors, consultants, banks and other financing sources.

12. MISCELLANEOUS TERMS

- 12.1 **Force Majeure (Events Beyond the Parties' Control).** Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder, except for Merchant's payment obligations hereunder, due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this Section shall give the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof, and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided, however, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate the Agreement.
- 12.2 **Entire Agreement and Modification.** The terms in this Agreement constitute the entire agreement between VeriSign and Merchant regarding its subject matter and its terms supersede any prior or simultaneous agreement, terms or negotiations, whether written or oral or whether established by custom, practice, policy or precedent, between the parties hereto. Except as otherwise provided for herein, any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties herein. No employee, contractor, agent or representative of VeriSign is authorized to alter or amend the terms and conditions of this Agreement except through an amendment signed by an authorized representative of VeriSign. Merchant acknowledges and agrees that in the event a purchase order ("PO") contains additional terms, provisions or language ("PO Terms"), those PO Terms shall be null and void and the terms of the Agreement shall prevail.
- 12.3 **Severability.** In the event that any provision of this Agreement is unenforceable or invalid such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 12.4 **No Assignment.** Merchant may not assign this Agreement without the prior written consent of VeriSign.
- 12.5 **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California without reference to its conflicts of laws principles. Each party consents to the exclusive venue and jurisdiction of the appropriate state or Federal courts in Santa Clara County and the Northern District of California for any dispute arising out of or relating to this Agreement. The parties acknowledge and agree that this Agreement is made and performed in Mountain View, California. The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
- 12.6 **Export Restrictions.** Merchant acknowledges and agrees that it shall not import, export, or re-export directly or indirectly, any commodity, including Merchant's products incorporating or using any VeriSign products in violation of the laws and regulations of any applicable jurisdiction.
- 12.7 **Notice.** Except as otherwise expressly stated in this Agreement, all notices to VeriSign shall be in writing and delivered, via courier or certified or registered mail, to VeriSign, Inc., Attention: Legal Department, 487 East Middlefield Road, Mountain View, California 94043, or any other address provided by VeriSign. All notices to you shall be delivered to your mailing address or e-mail address as provided by you in your account information, as updated by you pursuant to this Agreement. Unless you choose to opt-out of receiving marketing notices, you authorize VeriSign to notify you as our customer, via commercial e-mails, telephone calls and other means of communication, of information that we deem is of potential interest to you, including without limitation communications describing upgrades, new products and services or other information pertaining to the Services or other VeriSign offerings relating to Internet security or to enhancing your identity on the Internet.

Notwithstanding the above, Merchant shall not have the right to opt-out of service or support notices relating to the Services, including without limitation, notices of service modifications, security, performance issues or technical difficulties.

- 12.8 **Government Use.** If you are a branch or agency of the United States Government, the following provision applies. The software and any related documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995).
- 12.9 **Headings.** The section headings appearing in the Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.
- 12.10 **Independent Contractors.** Neither party nor their employees, consultants, contractors or agents are agents, employees or joint ventures of the other party, and they do not have any authority to bind the other party by contract or otherwise to any obligation. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.
- 12.11 **Non-Disparagement: Publicity.** During the term of the Agreement, neither party will disparage the other party or the other party's trademarks, web sites, products or services, or display any such items in a derogatory or negative manner on any web site or in any public forum or press release. Unless otherwise stated herein, neither party shall issue a press release or otherwise advertise, make a public statement or disclose to any third party information pertaining to the relationship arising under this Agreement, the existence or terms of the Agreement, the underlying transactions between VeriSign and Merchant, or referring to the other party in relation to the Agreement without the other party's prior written approval.
- 12.12 **Costs.** Except as expressly stated in the Agreement, each party shall be solely responsible for the costs and expenses of performing its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the Effective Date.

Party's Exact Legal Name	VeriSign, Inc.		
State/Country of Incorporation or Registration	Delaware		
Addresses		Principal Place of Business	Billing Address (If different)
Address1	487 E. Middlefield Road		
Address2			
City, State, Zip:	Mountain View, California 94943		
Country:	U.S.A		
Phone:			
Business Fax:			
Email:			
Sign Here → By:			
Name:			
Title:			
Date:			

Schedule A

American Express Direct Processing (v1)

1. Merchant shall be solely responsible for:
 - A. Access Via Ecommerce Application. You understand and agree that if you install a third party eCommerce application or your own custom integration on your web site through which you access the VeriSign Direct Processing services, it is your responsibility to comply with or select an eCommerce application that complies with the most current American Express standards and operational requirements. In addition, it is your responsibility to keep your systems in good working order and to repair and correct any deficiencies, errors, or defect promptly during the term of this Agreement if notified by VeriSign or American Express that such repair is necessary for the VeriSign Direct Processing services to operate properly and in accordance with American Express requirements. VeriSign will promptly notify you of American Express required changes to your system. You understand and agree that your failure to perform these functions may result in your inability to process such transactions through VeriSign or in VeriSign or American Express suspending or terminating your right to access the VeriSign Direct Processing services.
 - B. Inability to Access Service. You agree to notify VeriSign immediately of online processing problems, including but not limited to providing VeriSign's customer service department with notice within forty-eight (48) hours of your using voice authorizations for your transactions that you would otherwise send through VeriSign's online payment services gateway.
 - C. In no event shall VeriSign be liable for transaction processing and other services performed by American Express.

Schedule B

Recurring Billing Services (v1)

1. Merchant agrees, and hereby represents and warrants, that prior to processing any recurring transactions using VeriSign's Recurring Billing Service, Merchant will have entered into written agreements with its card holder customers (1) confirming the card number and current expiration date; (2) providing an overview of how the recurring billing service will operate; (3) stating the term of the contract, in particular the period the card will be billed and the frequency that the card will be charged.
2. Merchant shall be solely responsible for:
 - A. Obtaining all necessary approvals required from each customer authorizing Merchant to bill such customer's credit card account. Merchant hereby represents and warrants that Merchant has the authorization to bill its customers' credit card accounts in the manner, for the amounts and for the period of time indicated by Merchant at the time Merchant enrolls for VeriSign's Recurring Billing Service.
 - B. Complying with all applicable bank and credit card rules with respect to recurring billing of consumers' credit cards. Merchant hereby represents and warrants that Merchant has complied with all applicable bank and credit card rules in billing its customers' credit card and in its use of the VeriSign Recurring Billing Service.
 - C. Providing accurate information regarding the credit cards to be billed, the amounts, the billing cycles, billing period and any other information requested by VeriSign that is necessary to properly process such Transactions.
 - D. Monitoring its VeriSign account, regardless of the features VeriSign may offer in connection with the Recurring Billing Service, ensuring that the information is current and accurate and reviewing the transactions periodically to determine if they have been properly submitted. Merchant agrees to notify VeriSign promptly if it notices any discrepancy between information Merchant provided and the transactions submitted.
 - E. Indemnifying VeriSign and its representatives, officers, directors and employees from and against any claims by credit card holders that their credit cards were charged by Merchant without authorization.

Schedule C

Fraud Protection Services (v1)

Only eligible merchants, as defined in the applicable Fraud Protection Services enrollment an/or user documentation, are authorized to use the Fraud Protection Services. Merchant agrees to comply with the following terms as applicable to the specific Fraud Protection Services and/or Account Monitoring Services licensed by Merchant:

1. **Use of Services.** Merchant agrees, and hereby represents and warrants that Merchant shall (A) use the Fraud Protection Services in accordance with the applicable user guides and other documentation; and (B) not use or permit others to use information obtained through the use of the VeriSign Fraud Protection Services for any purpose other than in conjunction with the Services and in a manner described in the documentation for the Services.
2. **Setting Preferences.** Merchant shall be solely responsible for setting preferences for the VeriSign Fraud Protection Services. It is solely Merchant's responsibility to determine which Transactions it will accept or reject based on the authentication information provided by VeriSign. Merchant shall not reject a Transaction unless, based on various combinations of authentication information, Merchant reasonably determines that the individual requesting the Transaction is likely not the consumer he is representing himself to be.
3. **Account Monitoring.** Merchant understands, acknowledges and agrees that VeriSign does not guarantee that the VeriSign Account Monitoring services will discover or prevent all non-valid, fraudulent transactions, and that VeriSign shall not be responsible for any non-valid transaction that is processed unless otherwise explicitly provided elsewhere in the Agreement.
4. **Dispute Resolution.** Merchant acknowledges that in addition to VeriSign's other permitted uses of the Data, VeriSign shall have the right to provide Data to Financial Institutions and card associations for the purposes of dispute resolution.
5. **Best Practices.** The Risk and Security "best practices" suggestions features of the VeriSign Fraud Protection Services are solely for illustrative purposes to show best industry practices, and Merchant shall be solely responsible for choosing the appropriate settings and parameters for the VeriSign Fraud Protection Services.
6. **IP Address Verification Components.** The following additional restrictions apply. Except as permitted in the applicable documentation for the Services, Merchant shall not:
 - a. Modify, recast or create derivative works of any information obtained using the IP Address Verification components of this service;
 - b. Publicly display, upload or post any information obtained using the IP Address Verification components or transmit, broadcast or otherwise transfer such information to any other party;
 - c. License, sell, transfer or provide access to information obtained using the IP Address Verification components of the Services; and
 - d. Use, or authorize any third party to use, the information obtained using the IP Address Verification components to provide geo-location services to third parties.
7. **High Risk Filters.** VeriSign's licensors of third party products or services used by Merchant as part of the High Risk Filters components of the Fraud Protection Services shall be considered third party beneficiaries of the Agreement and shall have the right to enforce Merchant's compliance with the Agreement.
8. **Account Monitoring.** Merchant acknowledges that VeriSign does not represent or warrant that the Account Monitoring Service is error free or that it will identify all fraudulent activity. In addition, VeriSign shall not be liable to Merchant if VeriSign incorrectly identifies a transaction as fraudulent. Merchant shall be responsible for taking all final actions on transactions that have been identified by VeriSign as potentially fraudulent. VeriSign shall use commercially reasonable efforts to monitor and internally investigate and report on potentially fraudulent

activity.

9. **Buyer Authentication.** In the event that the card associations modify their buyer authentication programs, VeriSign will use commercially reasonable efforts to update the Fraud Protection Services at the next major release of the Fraud Protection Services that VeriSign makes generally available.
10. **Third Party Components.** VeriSign shall have the right to modify, substitute or remove third party components of the Fraud Protection Services on thirty (30) days prior written or electronic notice, provided that Merchant may terminate this Agreement following proper notice to VeriSign in the event that such removal materially diminishes the functionality of the Fraud Protection Services.
11. **Deactivation.** If the Fraud Protection Services are terminated, VeriSign shall have the right to immediately upon termination cancel Merchant's access to the Fraud Protection Services. It is Merchant's responsibility to clear all settings and download all reports prior to the effective date of any such termination.

Exhibit A

Standard Technical Support

1. **Telephone, Email and Web-Based Support.** VeriSign's representatives shall provide to Merchant telephone (toll free) technical support during Regular Business Hours and Internet based (Via email and its Web site) technical support twenty four hours a day. "Regular Business Hours" mean Monday through Friday, 5:00 AM to 6:00 PM (PST), excluding VeriSign holidays.
2. **Response Times.** VeriSign will use diligent efforts to respond to all support calls and email as quickly as reasonably possible.
3. **Resolution.** VeriSign shall use diligent efforts to resolve the reported defects, including Services interruptions within the control of VeriSign, as promptly as reasonably possible. A defect is "resolved" if VeriSign implements a fix that restores the impaired functionality.
4. **Reports.** At no additional cost, VeriSign will make reports of and information regarding transaction activity within certain parameters available for access by VeriSign's customers via a specially designated web site ("Manager"). VeriSign will restrict access to Manager, through the use of a secure authentication mechanism, to VeriSign, VeriSign's customers, and any third party to whom the parties may agree to permit access.
5. **Scheduled Services Outage Notification.** In the event VeriSign schedules a Services outage, where customer's transactions will not be able to be processed via the VeriSign Services for longer than four (4) hours at any one time ("Scheduled Services Outage"), VeriSign will make every reasonable effort to provide customer with at least forty-eight (48) hours prior notice via email to customer's Administrative Contact at the email address provided by customer to VeriSign. Scheduled Services Outages will be scheduled whenever possible between the hours of 12:00 a.m. and 4:00 a.m. Pacific Standard Time. Such notice shall include an estimated length of time of the Scheduled Services Outage, if known.
6. **Administrative Contact.** In order to obtain the support set forth above, the customer shall designate and provide to VeriSign, a representative ("Administrative Contact"), along with a contact email address, who shall act as the customer's support liaison. If the Administrative Contact is not available, the customer may designate alternate representatives until such time as the Administrative Contact is again available provided it notifies VeriSign's Business Services of the names and email addresses of the alternate Administrative Contact.

Exhibit B

VeriSign Payment Services Pricing Per Account and/or Data Center-- (Branding required)

1. In accordance with Section 6 of the Agreement, this Exhibit B and the Exhibit B Attachment 1 attached hereto, Merchant shall per Account pay the fees set forth on Exhibit B, Attachment 1, Table 1 and Table 2, hereinafter known as the "Pricing Schedule" and "Monthly Transaction Fee Table", respectively for the applicable Services.
2. **Additional Accounts.** Merchant, within the Agreement's first year by submitting a purchase order (PO) to VeriSign incorporating and making reference to this Agreement, may purchase additional Accounts in accordance with the Agreement Section 6 at the lesser of VeriSign's then current pricing or the Fee set forth in the Pricing Schedule Column 3 for the applicable Service, provided however after the first year the greater thereof. When Merchant exceeds the Number of Accounts in column 2 of this Exhibit's Pricing Schedule's Support Level table section "Support for Multiple Accounts", the fees paid for such Account shall determine the type of Services and related support to be provided by VeriSign.
3. **Monthly Transaction Fee.** Pursuant to the Agreement Section 6.3 Merchant based on the Service and Billing Mechanism selected in this Exhibit's Pricing Schedule may pay a Monthly Transaction Fee as set forth herein. Regardless of the applicable Service, when the Billing Mechanism selected in the Monthly Transaction Fee Table is:
 - 3.1 **Monthly Excess Transaction Fee.** "Excess", Merchant on a per Account basis shall pay VeriSign a Monthly Transaction Fee equal to the difference between the number of Transactions processed in that month and the Number of Prepaid Transaction Per Account set forth in Monthly Transaction Fee Table column 3 ("Excess Transactions") multiplied by the Fee listed therein ("Monthly Excess Transaction Fee").
 - 3.2 **Monthly Minimum Transaction Fee.** "Minimum", Merchant on a per Account basis shall pay VeriSign a Monthly Transaction Fee equal to the greater of the applicable Service's "Monthly Service Fee" in the Pricing Schedule Column 3 or a Monthly Transaction Fee to be determined by multiplying the Excess Transactions as defined in Section 3.1 herein by the Fee set forth in Monthly Transaction Fee Table column 3 that is appropriate for that month's total volume ("Monthly Minimum Transaction Fee").
4. Exhibit B Attachment 1 (Pricing Schedule) follows on next page.

Exhibit B Attachment 1

Table 1: "Pricing Schedule"

Pricing Schedule (Per Account) ¹						
1	2		3			
*Merchant if not checked, please initials ↓	Service and Support ²	Number of Accounts	Non Prepaid Fee		Prepaid Fees ³	
			One Time Setup Fee	Monthly Service Fee ¹	Annual Prepaid Service Fee	Two (2) Year Prepaid Service Fees
			Payflow[®] Service			
			N/A	N/A		
X	Payflow [®] Pro Service (Pro)	1			\$799	\$1399
						N/A

B. Table 2: "Monthly Transaction Fee Table"

X	Pro		Up to 1,000 Prepaid Transactions		
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B. Table 3: Basic Fraud Protection Services

"Monthly Transaction Fee Table"					
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3. Exhibit B Attachment 1 – A ("Notes") follows on next page.

Exhibit B Attachment 1 - A

"Notes"

If Merchant fails to initial the below box or it is not checked or "X", (i) the Services and Support Level to be provided by VeriSign to Merchant shall in VeriSign's discretion be determined based on Merchant's initial payment and/or (ii) Monthly Transactions Fee shall be the greater of Monthly Excess or Minimum Transaction fees set forth in Exhibit B sections 3.1 and 3.2, respectively.

¹Each physical location where Merchant has integrated the VeriSign client Software into Merchant's servers for commercial use is a separate "Data Center." Each additional Data Center shall also be set up as an additional account. Merchant shall be billed for the greater of the number of merchant bank accounts or Data Centers (individually and collectively known as "Account(s)") using the Services.

²Service and support descriptions available at VeriSign's Web site.

³If non-renewing Merchant Prepaid Fees include the Setup Fee otherwise set up is not required.

⁴Additional monthly fees may apply, see Agreement Section 6.3.

⁵In addition to Link and Pro Setup and Service Fees.

⁶When Merchant purchases either the Link or Pro Premium or Premier Support Level, respectively and selects the Support for Multiple Accounts' option, VeriSign shall provide this Support Level to a maximum number of Accounts listed therein.

⁷In addition to Link and Pro Setup, Service Fees and/or Support Fees.

⁸Fee includes Pro's Annual Prepaid Service Fee, but server certificate service is not a bundled package as defined in the Agreements second paragraph. Merchant must agree to additional online agreements prior to redeeming token and receiving server certificate service

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-e

Date: December 14, 2004

Subject: Educational Services Agreement - Nelson Nameplate Company

Background: Presented for the Board's review and consideration is an Educational Services Agreement between Nelson Nameplate Company and RCCD, Center for Applied Competitive Technologies (CACT) to provide two (2) on-site technical assistance sessions at the company. The District will be paid \$400 for each technical assist. The term of the agreement is November 8, 2004 through June 1, 2005.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between RCCD-CACT and Nelson Nameplate Company and authorize the Vice President, Administration and Finance to sign the agreement. The District will provide two technical assistance sessions which will be conducted between November 8, 2004, and June 1, 2005 and be paid a total of \$800 for providing these services.

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 8th day of November, 2004, between Riverside Community College District, hereinafter referred to as "**District**," and Nelson Nameplate Company hereinafter referred to as "**Contractor**".

1. The **District** shall provide the course(s) and services as specified in the attached Schedule(s) and at the times, dates, and locations indicated therein. The course(s) and services, 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 from November 8, 2004 through June 1, 2005.
8. The **Contractor** agrees not to enter into competitive agreements with the contract trainer(s) and/or the Riverside Community College District from the date of this agreement, until two years after the completion of this agreement.
9. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject and purpose of this Agreement. Each party to this Agreement acknowledges and agrees that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and agrees that no other agreement, statement, or promise not contained herein shall be valid or binding. The parties hereto agree that this Agreement constitutes the sole and entire understanding and agreement among the signatories and all parties represent and warrant that they are not relying on any promises, representations, or agreements other than those expressly set forth in this Agreement.
10. The **District** shall hold harmless, indemnify and defend the Contractor against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents. The **Contractor** shall hold harmless, indemnify and defend the District against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Contractor, his employees, or agents.
11. This Agreement is subject to amendment only with the unanimous consent of all the signatories and any amendment must be in writing and signed by all parties hereto.

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

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
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 8th day of November, 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: Technical Assistance for Manufacturing Supervisors, two (2) sessions.
The sessions will include assistance with employee motivation, effective disciplinary methods and related topics.

Number of hours: Two (2) hours each session for a total of 4 hours

Schedule: To be provided between January 3, and June 1, 2005

Location: Nelson Nameplate Company

Fee: \$400.00 for each workshop, to be paid upon completion of each; not to exceed \$800.00

100% payable upon completion of each workshop

District initials

Date

Contractor initials

Date

Bill to:

Nelson Nameplate Company
2800 Casitas Ave.
Los Angeles, CA 90039-2942
Attn: Mr. Tomas Cassutt

Send payment to:

Accounts Receivable
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-f

Date: December 14, 2004

Subject: Educational Services Agreement - Luxfer

Background: Presented for the Board's review and consideration is an agreement with Luxfer for Customized Training to provide employee training. Eighteen students will receive forty hours of training in Manufacturing Production Maintenance Skills. This training agreement falls under the Employment Training Panel agreement approved by the Board May 19, 2004, wherein Luxfer will pay the District a refundable deposit of \$4,000 prior to the start of training. The District will then collect \$9,360 from Employment Training Panel. The term of the agreement is November 5, 2004 through June 30, 2005.

The contract was reviewed by Robert Bramucci, Dean of Open Campus, Sylvia Thomas, Associate Vice President, Instruction, and Ed Godwin, Risk Management.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement with Luxfer for training services for the term September 5, 2004 to June 30, 2005 and authorize the Vice President, Administration and Finance to sign the agreement.

Salvatore G. Rotella
President

Prepared by: Linda Reifschneider
Customized Training

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES AGREEMENT**

This agreement is entered into this 5th day of November 2004 between Riverside Community College District, hereinafter referred to as "**District**," and Luxfer, hereinafter referred to as "**Contractor**".

1. The **District** shall provide the course(s) and services as specified in the attached Schedule(s) and course document(s), if any, and at the times, dates, and locations indicated therein. The course(s) and services, course document(s), if any, and course schedule(s) so specified will hereinafter be referred to as the "Course."
2. The **Contractor** agrees to accept the Course and agrees to pay the District for services rendered in accordance with the provisions of the attached Schedule A.
3. The **District** will conduct the Course.
4. The **District** will report attendance (if applicable) and provide performance records to the Contractor within five working days of Course completion.
5. Students/trainees will not receive unit(s) of credit.
6. This Agreement includes the provisions of the attached Schedule(s) and course documents, if any, which are made a part of this Agreement herein by this reference. All attached Schedule(s) and course document(s) must be individually initialed and dated by both parties to this Agreement.
7. The term of this Agreement shall be from November 5, 2004, through July 30, 2005.
8. The **Contractor** agrees not to enter into competitive agreements with the contract trainer/s and/or the Riverside Community College District from the date of this agreement, until two years after the completion of this agreement.
9. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject and purpose of this Agreement. Each party to this Agreement acknowledges and agrees that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and agrees that no other agreement, statement, or promise not contained herein shall be valid or binding. The parties hereto agree that this Agreement constitutes the sole and entire understanding and agreement among the signatories and all parties represent and warrant that they are not relying on any promises, representations, or agreements other than those expressly set forth in this Agreement.
10. The **District** shall hold harmless, indemnify and defend the Contractor against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents. The **Contractor** shall hold harmless, indemnify and defend the District against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Contractor, his employees, or agents.
11. This Agreement is subject to amendment only with the unanimous consent of all the signatories and any amendment must be in writing and signed by all parties hereto.

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

DISTRICT

CONTRACTOR

Dr. James Buysse
Vice President, Administration & Finance

Kathy MacDougall,
Corporate Human Resources Director

**Riverside Community College District
Customized Solutions for Business & Industry**

**SCHEDULE A
SERVICES & COMPENSATION**

This schedule sets forth the compensation payable for services rendered in accordance with the terms and provisions of the Employment Training Panel Agreement (#ET04-0568) between the Riverside Community College District, hereinafter referred to as "District," and the State of California, and the Educational Services Agreement dated the 5th of November 2004, between the District and Luxfer, hereinafter referred to as "Contractor". This Schedule is incorporated into and, by this reference, made a part of the Agreement referenced above and all terms, referenced and defined in Agreement, apply hereto.

The District agrees to provide the following services, in accordance with the following terms, provisions, and conditions:

Name of program: Manufacturing Production Maintenance Skills

Class Size: 18 students at 40 hours per student

Training Schedule: Beginning November 5, 2004, specific dates to be determined

Fee: Refundable deposit of \$4,000.

- No cost incurred by Contractor contingent upon minimum of 18 students completing training and 90-day retention.
- If class size falls below the minimum enrollment of 18 or wage requirements are not met following the 90-day retention period, costs will be incurred by Contractor at a rate of \$ 520 per student below the minimum. These costs will be deducted from the refundable deposit.
- Books as approved by Contractor.

Terms:

- Deposit due prior to first day of training.
- Refund is based upon number of employees retained for a 90-day period following completion of training and meeting the wage requirement.
- Refund will be processed within 30 days following the 90-day retention period.

District initials

Date

Contractor initials

Date

Bill to:
Kathy MacDougal
Luxfer
3016 Kansas Avenue
Riverside, CA 92507

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-4-a

Date: December 14, 2004

Subject: Agreement for Participation in the Operational Area Organization in the County of Riverside

Background: Due to the potential for major catastrophes such as earthquakes, flood and other natural disasters, it is vital for all governmental entities within Riverside County to share resources and information in an effort to protect public welfare. Past experiences have shown that greater efficiency, planning and quicker responses can be achieved by combining the efforts of cities, special districts; and counties through cooperative agreements.

The California Emergency Services Act defines an "Operational Area" as "an intermediate level of the State Emergency Services Organization" created to perform extraordinary functions for both City and County governments within a County area; to strengthening mutual coordination; provide a focal point and conduit for disaster information; and assist in the efficient management of resources. The District should participate with other entities in the Riverside County Operational Area. This agreement will remain in effect from December 17, 2004, until revisions are necessary, or the agreement is terminated upon mutual agreement.

The Agreement for Participation in the Operational Area Organization in the County of Riverside has been reviewed and approved by Linda Lacy, Vice President of Student Services and Operations; Ed Godwin, Risk Manager, who referred the agreement to be reviewed by legal counsel; and David R. Saunders of the Clayson, Mann, Yaeger and Hansen Law Firm.

Recommended Action: It is recommended that the Board of Trustees approve the agreement to participate in the Operational Area Organization of the County of Riverside, California, from December 17, 2004, until either party requests a revised agreement in writing, and upon mutual agreement at no cost to the District; and authorize the Vice President, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
President

Prepared by: Lee Wagner
Chief of College Police

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: FIRE DEPARTMENT

SUBMITTAL DATE: June 8, 1995

SUBJECT: Operational Area Agreement Within Riverside County

RECOMMENDED MOTION: Approval of the Operational Area Agreement Within Riverside County

JUSTIFICATION: Recent changes in California law require political subdivisions of the State of California to adopt the Standardized Emergency Management System (SEMS) within their jurisdictions to qualify for the recovery of response costs during a declared State of Emergency. It also requires that all counties establish "Operational Areas" comprised of the county and all political subdivisions within the county. The county will serve as lead agency to the Operational Area Organization. (California Code of Regulations Title 19, Division 2, Section 2409.)

JUL 10 1995

BY *[Signature]*

[Signature]

J. M. HARRIS
County Fire Chief

FINANCIAL DATA: No effect.

CURRENT YEAR COST \$
NET COUNTY COST \$

ANNUAL COST \$
IN CURRENT YEAR BUDGET: YES/ NO/
BUDGET ADJUSTMENT: YES/ NO/ FOR FY:

SOURCE OF FUNDS:

C.A.O. RECOMMENDATION:

APPROVE.

Administrative Officer Signature

[Signature]

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Cenicerros, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 95-206 is adopted.

Ayes: Buster, Cenicerros and Wilson
Noes: None
Absent: Tavaglione and Mullen
Date: August 15, 1995
xc: Fire, Co.Co., Auditor

Gerald A. Maloney
Clerk of the Board
By *[Signature]* Deputy

Prev. Agn. ref.

Dist.

AGENDA NO.

2 1 1

1 Board of Supervisors

County of Riverside

2
3
4 RESOLUTION NO. 95-206

5
6 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
7 COUNTY OF RIVERSIDE, CALIFORNIA, APPROVING THE
8 AGREEMENT FOR PARTICIPATION IN THE OPERATIONAL AREA
9 ORGANIZATION IN THE COUNTY OF RIVERSIDE

10 WHEREAS the potential for a major catastrophe due to earthquake, flood
11 or other natural or manmade disaster requires all governmental entities within Riverside
12 County to be prepared to share resources and information among themselves as well as
13 within the State of California to protect public welfare; and

14 WHEREAS greater efficiency, planning and response can be achieved by
15 joining the efforts of the cities, special districts and the County together in pre-disaster
16 agreements; and

17 WHEREAS the California Emergency Services Act makes reference to the
18 "Operational Area" and defines it as "an intermediate level of the State Emergency Services
19 Organization" created to perform extraordinary functions for both City and County
20 governments within a county area such as strengthening mutual coordination, providing a
21 focal point and conduit for disaster information and assisting in the efficient management
22 of resources;

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AUG 15 1995

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NOW, THEREFORE, BE IT RESOLVED in regular session assembled on
August 15, 1995, that the County of Riverside hereby adopts Resolution No. 95-206
agreeing to participate in the Operational Area Organization of the County of Riverside,
California.

Kay Cenicerros

Chairman, Board of Supervisors
Kay Cenicerros

ATTEST: Gerald A. Maloney

By: *Margie Tom*, Deputy

Roll Call: Ayes: Buster, Cenicerros and Wilson
Noes: None
Absent: Tavaglione and Mullen

The foregoing is certified to be a true copy of a
resolution duly adopted by said Board of Super-
visors on the date therein set forth.
GERALD A. MALONEY, Clerk of said Board
By: *Margie Tom*, Deputy

FORM APPROVED
COUNTY COUNSEL

JUL 10 1995

BY: *D. Blankenship*

AUG 15 1995 3 11

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: FIRE DEPARTMENT

SUBMITTAL DATE: June 8, 1995

SUBJECT: Resolution Adopting the Standardized Emergency Management System within Riverside County

RECOMMENDED MOTION: Approval of Resolution Adopting the Standardized Emergency Management System within Riverside County

JUSTIFICATION: Recent changes in California law require political subdivisions of the State of California to adopt the Standardized Emergency Management System (SEMS) within their jurisdictions to qualify for the recovery of response costs during a declared State of Emergency. (California Code of Regulations Title 19, Division 2, Section 2401.)

JUL 10 1995

BY D. B. [Signature]

J. M. HARRIS
County Fire Chief

FINANCIAL DATA: No effect.

CURRENT YEAR COST \$
NET COUNTY COST \$

ANNUAL COST \$
IN CURRENT YEAR BUDGET: YES/ NO/
BUDGET ADJUSTMENT: YES/ NO/ FOR FY:

SOURCE OF FUNDS:

C.A.O. RECOMMENDATION:

cc. ESD

APPROVE.

Administrative Officer Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Cenicerros, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and Resolution No. 95-205 is adopted.

Ayes: Buster, Cenicerros and Wilson
Noes: None
Absent: Tavaglione and Mullen
Date: August 15, 1995
xc: Fire, Co.Co.

Gerald A. Maloney
Clerk of the Board
By:
Deputy

Prev. Agn. ref.

Dist.

AGENDA NO.

7 1 0

AGREEMENT FOR PARTICIPATION IN RIVERSIDE
OPERATIONAL AREA ORGANIZATION

This Agreement is made this 15th day of August, 1995, by and between the County of Riverside, hereinafter referred to as "COUNTY", and the cities of Banning, Beaumont, Blythe, Calimesa, Canyon Lake, Cathedral City, Coachella, Corona, Desert Hot Springs, Hemet, Indian Wells, Indio, Lake Elsinore, La Quinta, Moreno Valley, Murrieta, Norco, Palm Desert, Palm Springs, Perris, Rancho Mirage, Riverside, San Jacinto, and Temecula, hereinafter referred to as "CITIES", and the Idyllwild Fire Protection District.

RECITALS

WHEREAS, the potential for a major catastrophe due to earthquake, flood, or other natural or human caused disaster requires all governmental entities within Riverside County to be prepared to share resources and information among themselves as well as with the State of California in order to protect public welfare; and

WHEREAS, greater efficiency, planning, and response can be achieved by joining the efforts of the CITIES, special districts, and the COUNTY together in pre-disaster agreements; and

WHEREAS, The California Emergency Services Act makes reference to the "operational area" and defines it as "an intermediate level of the state emergency services organization, consisting of all political subdivisions within the county area" (Government Code § 8559(b)), created to perform extraordinary disaster related functions for both county and city governments within a county area such as strengthening mutual coordination, providing a focal point and conduit for training, disaster information, and assisting in the efficient management of resources; and

WHEREAS, the State of California has formally established the Standardized Emergency Management System (SEMS) (19 Cal. Code of Regulations § 2400 et seq.) as the required Emergency Management System to be utilized within the State of California and its political subdivisions, and that Operational Area Agreements be formulated within a county and its political subdivisions formally adopting the SEMS regulations;

THE PARTIES AGREE AS FOLLOWS:

1. RECOGNITION OF AND PARTICIPATION IN AN OPERATIONAL AREA FOR EMERGENCY SERVICES

The parties to this Agreement recognize an Operational Area, as that term is defined in the California Emergency Services Act (Government Code Section 8550 et seq.) which designates an intermediate level of the organization, cooperation, and planning between public entities within Riverside County boundaries. Pursuant to the SEMS regulations, the County of Riverside shall serve as the lead agency within the Operational Area. The parties agree to participate in the organizational structure which is a planning partnership for a systematic approach for exchanging disaster intelligence and resource requests in order to foster effective flow of disaster information and resource requests in emergencies and also to provide emergency preparedness on a day-to-day basis through training and exercise activities. Each of the parties to this Agreement will designate individuals to be trained to staff the Operational Area Organization. Each party to this Agreement will also designate, in writing, a line of succession of officials who are empowered to speak on behalf of the party at the Operational Area Organization.

2. RECOGNITION OF AND ADOPTION OF THE STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

The parties to this Agreement recognize the Standardized Emergency Management System as defined in Title 19, California Code of Regulation § 2400 et seq. and formally adopt those regulations as a part of this Agreement.

3. EOC/OPERATIONAL AREA ACTIVATION

The operational area EOC shall be activated and SEMS used as described in the SEMS Organizational Levels when any of the following conditions exist:

(a) A local government within the operational area has activated its EOC and requested an activation of the operational area EOC to support their emergency operations.

(b) Two or more cities within the operational area have declared or proclaimed a local emergency.

(c) The county and one or more cities have declared or proclaimed a local emergency.

(d) A city or county has requested a governor's proclamation of a state of emergency, as defined in Government Code §8558(b).

(e) A state of emergency is proclaimed by the governor for the county or two or more cities within the operational area.

(f) The operational area is requesting resources from outside its boundaries, except those resources used in normal day-to-day operations which are obtained through existing agreements providing for the exchange for furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis as provided for under the Master Mutual Aid Agreement.

4. CONSIDERATION

The consideration under this Agreement is the mutual advantage of protection afforded to each of the parties under the Agreement. There will not be any monetary compensation required from any party to another party.

5. AGREEMENT STEERING COMMITTEE

The Operational Area Agreement Steering Committee, established by Riverside County Ordinance 533.4, consists of the Riverside County Disaster Council jurisdictional representatives. Departmental agencies within the County of Riverside will have joint representation on this Committee by that single representative which is the Disaster Chair or his/her designee. Volunteer agencies having representation on the Disaster Council will be non-voting members of the Steering Committee. It will be the responsibility of the Steering Committee to set the policies and procedures for the governing of the Committee and the operation of the Operational Area. The Steering Committee shall approve the Operational Area Organizational structure. The COUNTY will supply staff support for the Committee.

6. MULTI-AGENCY COORDINATION SYSTEM

The parties agree that in the event of a disaster the affected jurisdictions and agencies will meet together in a coordinated effort to facilitate decisions for overall emergency response activities, including the sharing of resources and the prioritization of incidents. The chair for the meeting will be the Chair of the Riverside County Disaster Council and facilitated by the Riverside County Disaster Corps Commander. "Meeting" may include meetings via an electronic media deemed acceptable to the participants. The frequency of the meetings may vary depending on the nature and size of the emergency. A minimum of one meeting will be held during the emergency period.

7. PROVISION OF FACILITIES AND SUPPORT

The COUNTY shall provide an Emergency Operations Center (EOC) located in the basement of the County Administrative

Center, Riverside and an Emergency Operations Center located in the County Administrative Center at the Alternate Seat of Government in Indio. The COUNTY will provide EOC support staff and all necessary supplies for the Operational Area Organization during actual operations and drills. All parties to this Agreement shall, within their capabilities, provide staff for the decision making and operational positions of the Operational Area Organization.

8. TERM OF AGREEMENT

This Agreement shall be effective from the date executed by the parties. This Agreement may be terminated by mutual agreement of a majority of the member parties.

9. WITHDRAWAL OF PARTY

Any party to this Agreement may withdraw as a party to this Agreement upon giving 30 days prior written notice to the other parties.

10. ADDITIONAL PARTIES

Additional parties, who are public entities, including special districts, within the geographical boundaries of Riverside County, may join in this Agreement and become member entities upon execution of an Exhibit to this Agreement in which the entity agrees to be subject to the conditions and terms of this Agreement, provided that said agency or district is not provided representation by another means. The executed Exhibit shall become a part of this Agreement automatically after the expiration of thirty days following notification by the new party to all other parties, of the execution of the Exhibit. Thereafter, the entity shall be considered to be a party to this Agreement unless the entity withdraws as provided herein.

11. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

No party to this agreement nor any officer or employee of such party shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other party under or in connection with any work, authority or jurisdiction delegated to said other party under this Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, each party ("Indemnifying Party") shall fully indemnify and hold every other party ("Indemnified Party") harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Indemnifying Party under or in connection with any work, authority, or jurisdiction delegated to Indemnifying Party under this Agreement.

12. SALARIES, EMPLOYMENT AND WORKER'S COMPENSATION
BENEFITS.

The salaries, employment and Worker's Compensation benefits of each employee participating in the Operational Area Organization shall be the responsibility of the party employing the individual.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

ATTEST:
Clerk of the Board of
Supervisors of the County
of Riverside, State of
California

COUNTY OF RIVERSIDE
a political subdivision of
the State of California

By: Gerald A. Malony (SEAL)
Deputy Clerk

By: Kay Comisar
Chairman, Board of
Supervisors

APPROVED AS TO FORM:
(Name)
County Counsel

By: J. B. Blankenship
(Name)
Deputy County Counsel

ATTEST:

By: Maria A. Calderon

CITY OF BANNING

By: D. E. Smith
Title: Mayor

ATTEST:

By: Cherry N. Taylor

CITY OF BEAUMONT

By: Jan C. Lopez
Title: Mayor

ATTEST:

By: Harold B. ...

CITY OF BLYTHE

By: Kenneth Kahari
Title: Mayor

ATTEST:

By: Wanda Steadman

CITY OF CALIMESA

By: [Signature]
Title: City Manager

ATTEST:

By: K Bennett

CITY OF CANYON LAKE

By: [Signature]

Title: City Manager

ATTEST:

By: Donna M. Velotta

CITY OF CATHEDRAL CITY

By: Diane W. Berry

Title: Mayor

ATTEST:

By: Linda Ganga
Deputy City Clerk

CITY OF COACHELLA

By: [Signature]

Title: City Manager

ATTEST:

By: *Stacie A. Singsfelter*

CITY OF CORONA

By: *W. J. [Signature]*
Title: *City Mayor*

ATTEST:

By: *Joyce Funder*

CITY OF DESERT HOT SPRINGS

By: *Jack R. Smith*
Title: *City Manager*

ATTEST:

By: *Annalisa [Signature]*

CITY OF HEMET

By: *Marge Jandy*
Title: *Mayor*

ATTEST:

By: Joseph L. Hill

IDYLLWILD FIRE PROTECTION
DISTRICT

By: [Signature]
Title: Fire Chief

ATTEST:

By: Carole M. Johnson-Bodden

CITY OF INDIAN WELLS

By: [Signature]
Title: City Manager

ATTEST:

By: Karen Dodd

CITY OF INDIO

By: Tom Hunt
Title: Mayor

ATTEST:

By: *Erick Kasad*

CITY OF LAKE ELSINORE

By: *[Signature]*
Title: *City Manager*

ATTEST:

By: *Juanita [Signature]*

CITY OF LA QUINTA

By: *Thomas P. Senore*
Title: *City Manager*

ATTEST:

By: *[Signature]*

CITY OF MORENO VALLEY

By: *[Signature]*
Title: *Mayor*

ATTEST:

By: *A. Kay Vinson* City Clerk
September 5, 1995

CITY OF MURRIETA

By: *[Signature]*
Title: Mayor

ATTEST:

By: *Dianne M. Higgins*
City Clerk

CITY OF NORCO

By: *Terry A. Wright*
Title: Mayor

ATTEST:

By: *Mary D. Yates*
Deputy City Clerk

CITY OF PALM DESERT

By: *[Signature]*
Title: Mayor

ATTEST:

By: [Signature]

CITY OF PALM SPRINGS

By: [Signature]

Title: BOB PATTON
City Manager A3501

ATTEST:

By: [Signature]

CITY OF PERRIS

By: [Signature]

Title: City Manager

ATTEST:

By: [Signature]

CITY OF RANCHO MIRAGE

By: [Signature]

Title: Mayor

ATTEST:

By: Karen E. Lundquist
City Clerk

CITY OF RIVERSIDE

By: John E. Holmes
Title: City Manager

ATTEST:

By: Jelene Shaw

CITY OF SAN JACINTO

By: Pamela Seaster
Title: City Manager

ATTEST:

By: June S. (Tracy)
City Clerk

CITY OF TEMECULA

By: Ronald E. Bradley
Title: CITY MANAGER

**COUNTY OF RIVERSIDE OPERATIONAL AREA
SIGNATORY EXHIBIT**

In accordance with the conditions contained within Article Ten of Riverside County Operational Area Agreement, the undersigned special district hereby executes this exhibit as a signatory to the Riverside County Operational Area Agreement and agrees to be held to the terms therein.

Riverside Community College District
(A special district within the County of
Riverside, State of California)

Attest:

By: _____

Vice President of Administration and Finance

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-4-b

Date: December 14, 2004

Subject: Revised Regulations for Student Discipline and Due Process –
Policy and Regulations 6080 – First Reading

Background: Regulation 6080 was adopted on November 1, 1983. The last revision was May 19, 1998. The purpose of the present revision is to update the wording to reflect District and campus responsibilities and ensure that RCCD Board Policy is in compliance with Title V State Regulations and California Education Code. While Regulation 6080 covers standards of student conduct, disciplinary actions, and grievance procedures it does not directly address the rights of faculty to deal with charges of academic dishonesty.

In Regulation 6080, Section III. C. 1 and 2 (on page 6) delete the strikethrough section on disciplinary actions for cheating and/or plagiarism and replace with the bold revised section. The Resolution to revise this section was approved by the Academic Senate on November 15, 2004, and by the Associated Students of Riverside Community College District Senate on November 16, 2004. In addition, the Academic Senate had approved Resolution 82 on June 2, 2003, to remove the XF statements with legal review in agreement.

The proposed change will align RCCD Board Policy with California Education Code 76224 that states it is the right of the instructor, and solely that instructor's responsibility, to assign grades and in the event that academic misconduct is suspected, due process shall be provided through the Student Grievance Procedure according to California Education Code 76037.

Recommended Action: It is recommended that the Board of Trustees approve the revised Regulation 6080 to ensure that the updated wording reflects District and campus responsibilities and RCCD Board Policy is in compliance with Title V State Regulations and California Education Code.

Salvatore G. Rotella
President

Prepared by: Linda Lacy
Vice President, Student Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Student Discipline and Due Process

The Riverside Community College District recognizes the importance of student discipline and due process. To this end, the District has established regulations for standards of student conduct and disciplinary procedures which, when followed, assure students their due process rights.

Submitted to Board for First Reading _____ 9-6-83 _____

Approved by Board _____ 11-1-83 _____

Education Code Sections: 76030--76037

Adopted: November 1, 1983

Amended: May 19, 1998

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 6080, Student Discipline and Due Process

I. Responsibility

- A. The President of the College is responsible for establishing appropriate procedures for the administration of disciplinary actions. All parties will attempt to resolve matters of student grievance or student discipline by following the procedures below.
- B. The Vice President of Student Services will be responsible for the overall implementation of the regulations which are specifically related to all nonacademic, student related matters.
- C. The Vice president of Academic Affairs will be responsible for the overall implementation of the regulations which are specifically related to class activities or academic matters.
- D. For matters involving the prohibition of discrimination and the prohibition of sexual harassment, Board Policy 3099/4099 Affirmative Action and Staff Diversity and/or Board Policy 3110/4110/6110 Prohibition of Sexual Harassment, the concern should be referred to the District's Affirmative Action Officer. Board Policy 6080 does not apply to such matters.
- E. The definitions of cheating and plagiarism and the penalties for violating standards of student conduct pertaining to cheating and plagiarism will be published in all schedules of classes, the college catalog, the student handbook, and the faculty handbook. Faculty members are encouraged to include the definitions and penalties in their course syllabi.

II. Standards of Student Conduct

- A. Student conduct must conform to District policy and regulations and College procedures. Violations of such regulations and procedures for which students are subject to disciplinary action include, but are not limited to, the following:
 - 1. Disobedience to directions of District officials (including faculty) acting in the performance of their duties.
 - 2. Violation of District rules and regulations, including those concerning student organizations, the use of District facilities, or the time, place, and manner of public expression or distribution of materials.

3. Various forms of dishonesty, including but not limited to:
 - a. Plagiarism: Presenting another person's language (spoken or written), ideas, artistic works or thoughts, as if they were one's own;
 - b. Cheating: Use of information not authorized by the instructor for the purpose of obtaining a grade. Examples include, but are not limited to, notes, recordings, and other students' work;
 - c. Furnishing false information to the District for purposes such as admission, enrollment, financial assistance, athletic eligibility, transfer, or alteration of official documents.
4. Forgery, alteration, or the unauthorized possession or use of District documents, records, or identification.
5. Unauthorized entry to or use of any District facilities.
6. Obstruction or disruption of District administrative functions, classes, disciplinary procedures, or any other authorized District activities.
7. Theft of or damage to property belonging to the District, a member of the college community or a visitor to campus while at any on-campus location, off-campus class site, or at any District sponsored event.
8. Theft of other abuse of District facilities and/or computing equipment including, but not limited to, the following:
 - a. Unauthorized entry into a file to use, read, or change contents, or for any other purpose;
 - b. Unauthorized transfer of a file;
 - c. Unauthorized use of another individual's identification or password;
 - d. Unauthorized use of phone or electronic devices such as FAX, modem, etc.;
 - e. Use of computing facilities to interfere with the work of another student or District official employee;

- f. Use of computing facilities to send or receive obscene or abusive messages;
 - g. Use of computing facilities to interfere with normal operations of the District computing system.
- 9. Disorderly, lewd, indecent, or obscene conduct or expression on District property or at a District sponsored or supervised activity which interferes with the District's educational responsibility.
 - 10. Use, possession, distribution or being under the influence of alcoholic beverages, controlled substance(s) or poison(s) classified as such by Schedule D (Section 4160 of the Business and Professions Code) while at any on-campus location, any off-campus class site, or during any District sponsored activity, trip, or competition.
 - 11. Harassment and abuse, directed toward individuals and groups, which may include at least the following forms: the use or threat of physical violence, coercion, intimidation, verbal or written harassment and abuse, and unwanted physical contact of any sort.
 - 12. Assault or battery, abuse, or any threat of force or violence directed toward any member of the District community or any campus visitor.
 - 13. Possession, while on a District campus or off-campus class site, or at a District-sponsored function, of any explosives or weapons, (except by persons given permission by the President of the College or member of law enforcement agencies, acting in their official capacities.)
 - 14. Use or possession of any article, not usually designated as a weapon, to threaten bodily harm.
 - 15. Use of an electronic recording or any other communications device (such as walkmans, cellular phones, pagers, recording devices, etc.) in the classroom without the permission of the instructor.
 - 16. The President of the College may at any time promulgate additional rules or modify or clarify the foregoing rules.

B. Campus Regulations

- 1. Students are not permitted to eat or drink in classrooms.

2. Smoking is prohibited in all District buildings.
3. Gambling is not permitted on campus. Card playing or similar activities are prohibited except in a designated campus game or recreation area.
4. Dogs (with the exception of guide dogs) and other pets are not allowed on campus.
5. Printed materials to be distributed or posted must be approved for distribution by campus Student Activities Office. Advertisement flyers and related literature may not be distributed or placed on vehicles parked in District sites.
6. In accordance with Sections 32050, 32051, and 32052 of the Education Code, the practice of hazing by organizations or individuals either on or off the campus is strictly prohibited.
7. Students must be fully attired, including shoes or sandals, while in the classroom or on the campus.
8. Library books and materials must be returned in a timely manner.
9. Use of audio equipment on campus in public areas is restricted to personal headphones or preapproved authorized activities.
10. Except for authorized police bicycle patrols, the riding/use of bicycles, motorcycles, or motorized vehicles is limited to paved streets or thoroughfares normally used for vehicular traffic. In addition, the riding/use of all types of skates, skateboards, scooters, or other such conveyances is prohibited on campus, except for approved activities.
11. Only students enrolled in Riverside Community College are allowed to attend classes. Therefore, the presence in classrooms or laboratories of unenrolled individuals is prohibited. Occasionally, visitors to classrooms may be permitted when approved by the faculty member.

III. Disciplinary Action

- A. Any student who disrupts the orderly operation of a District campus, or who violates the standards of student conduct, is subject to disciplinary action. Such action may be implemented by the President of the College or designee.

- B. The various types of disciplinary actions are set forth hereafter: The District may utilize any level of discipline without previously using a lower level of discipline and may utilize more than one type of discipline in an appropriate case if appropriate.
1. Verbal Warning: This is a notice to the student that continuation or repetition of specified conduct may be cause for other disciplinary action.
 2. Reprimand: This includes a written statement and/or a probationary period to be specified by the President of the College or designee for violation of specified rules. The reprimand serves to place on record that a student's conduct in a specific instance did not meet the standards expected by the District. It also specifies the steps necessary to correct the inappropriate conduct and to terminate the probation, if probation has been imposed. A person placed on probation is notified that this is a warning and that continued conduct of the type described in the reprimand may result in further disciplinary action against the student.
 3. Social Suspension: Social suspension limits a student's attendance on campus to his/her scheduled class hours. This limitation of District privileges will be set forth in the notice of social suspension for a specified period of time. The imposition of social suspension involves written notification to the student(s) and, if necessary, the advisor of the organization involved of the reason for social suspension.
 4. "Temporary Suspension:" This suspension is invoked by a classroom instructor due to student misconduct in the classroom. The student may be removed from class the day of the occurrence and the subsequent class period. If such suspension occurs, the instructor will immediately notify the appropriate Department Chairperson and/or campus Dean of Instruction who will in turn notify the campus Dean of Student Services.
 5. Interim Suspension: Interim suspension may be invoked prior to a hearing to protect the safety and welfare of the District. This is an interim suspension from all campus privileges including class attendance. Interim suspension is limited to that period of time necessary to resolve the problems that originally required the interim suspension, and in any case, no more than a maximum of ten (10) instructional days.

The student will be afforded the opportunity for a formal hearing within ten (10) instructional days of imposition of the interim suspension.

6. Restitution: This is financial reimbursement to the District for damage or misappropriation of property. Reimbursement may also take the form of appropriate service to repair or otherwise compensate for damage.
 7. Disciplinary Suspension: Disciplinary suspension is a suspension of all campus privileges including class attendance and may be imposed by the President of the College or designee following a formal hearing for misconduct when other corrective measures have failed or when the seriousness of the situation warrants such action. Disciplinary suspension will not be more than ten (10) instructional days.
 8. Extended Suspension: The President of the College or designee may suspend a student for good cause from all classes and activities of the District for one or more terms.
 9. Expulsion: An expulsion is a long term or permanent denial of all campus privileges including class attendance. The Board of Trustees may expel a student upon recommendation of the President of the College
- C. ~~For cheating and/or plagiarism, after informing the Department chair, a faculty member may recommend the following action:~~ **For instances of academic dishonesty, a faculty member may take any one of the following actions:**
1. ~~First Instance: The student will be dropped from the course where the offense occurred. Any tuition and applicable fees will not be refunded. The grade in the class will be XF where X denotes the reason for the F.~~ **The faculty member may reduce the score on test(s) or assignment(s), reduce the grade in the course, fail the student in the course and/or recommend to the appropriate administrative officer that the student be suspended from the course. If course suspension is recommended, the administrative officer will review the information regarding the charge of academic dishonesty, notify the student, and prescribe appropriate due process procedures.**
 2. ~~Second Instance: A second offense in any course in the District will result in a second XF grade and a request to the Board of Trustees for~~

~~expulsion from the College. Any tuition and applicable fees will not be refunded.~~ **If the suspension is upheld the administrative officer will make note of the offense in the student's educational records. A second instance of academic dishonesty may result in expulsion proceedings. Any enrollment, tuition, and other applicable fees will not be refunded as a result of disciplinary action for academic misconduct.**

IV. Student Grievance Procedure

The purpose of a student grievance procedure is to provide a process by which student-related issues may be resolved in a fair and efficient manner following due process. The procedure is intended to achieve an equitable solution to an issue with due regard for the rights of the student, the faculty, the student body, and the District.

A. Procedure Relating To Disciplinary Action

In all cases when the President of the College or designee has initiated disciplinary action, the student, within five (5) instructional days following notification of the action, may convey to the appropriate Vice President, in writing:

1. Concurrence with the decision, or
2. A grievance challenging the action.

Absence of any communication after the five day limit from the student indicates concurrence with the decision.

B. General Grievance Process

Student grievances (other than for discipline) will be processed in the following manner:

1. Consultation Process
 - a. Prior to any formal hearing, a student will be encouraged to contact the appropriate faculty or staff member and attempt, in good faith, to resolve the concern through the consultative process. If a student is unsure of the appropriate faculty or staff member to contact, he or she should contact the campus Dean of Instruction, or campus Dean of Student Services for nonacademic matters, who will direct the student to the appropriate staff member. In cases where either the student or

faculty/staff member prefers to meet in the presence of a third party, he/she will contact the above mentioned administrators. The Dean of instruction or the Dean of Student Services will either serve as the third party or designate someone for this purpose.

- b. If the issue is not resolved by the affected parties, the student may request an informal consultation with the appropriate department chairperson, dean or director.
- c. If the issue is not resolved with the appropriate department chairperson, dean or director, the student may request an informal consultation with the campus Dean of Instruction or campus Dean of Student Services.
- d. If the issue is not resolved with the appropriate dean, the student may request an informal consultation with the appropriate District Vice President.
 - (1) For academic matters, the conference will be with the Vice President of Academic Affairs.
 - (2) For nonacademic matters, the conference will be with the Vice President of Student Services.
- e. The Vice President will convey a decision to all affected parties.
- f. If the issue is not resolved at the informal consultation, the student may file a formal, written grievance requesting a formal hearing within thirty (30) instructional days of hearing from the Vice President. The student will direct this letter to the appropriate Vice President. The time limit for students to file a formal written grievance will be 120 days from the date of the incident giving rise to the grievance.

2. Formal Hearing

- a. Upon receipt of a written request for a formal hearing, the Vice President will arrange for the hearing within a reasonable time period not to exceed twenty (20) instructional days. The written request should contain a statement detailing the grievance to be resolved, and the action or remedy requested. The Vice President will forward signed copies of all written

grievances to the faculty member being grieved within seven (7) instructional days.

- b. A grievance withdrawn from the formal hearing stage will be deemed without merit and cannot be refiled.
- c. The formal hearing will be conducted before the Student Grievance Committee. This committee will be composed as follows:
 - (1) Two students appointed by the ASRCC President.
 - (2) Two faculty members appointed by the Academic Senate President.
 - (3) Two managers appointed by the President of the College.
 - (4) The President of the College or his/her designee – a person who has received training in proper procedures – will serve as chair of the committee.
- d. The Student Grievance Committee will:
 - (1) Set a reasonable time limit for the hearing.
 - (2) Receive signed written statements from both student and faculty involved in the grievance specifying all pertinent facts relevant to the case in question, a copy of which will be given to the other party with due notification of rights and responsibilities in the procedure for disposing of the case.
 - (3) Transmit to all parties a written list of intended areas of inquiry to be asked at hearings or interviews at least 72 hours in advance of the hearing.
 - (4) Allow each party the right to be assisted at the hearing by a student or staff member of the District whose participation will be limited to directly advising the student or staff member. The advisor may not enter into the proceeding of the grievance committee. In addition, each party has the right to question witnesses and testimony.

- (5) Judge the relevancy and weight of testimony evidence. The committee will make its findings of fact, limiting its investigation to the formal allegations. It will also make recommendation for disposition of the case.
 - (6) Maintain a transcript of the proceeding which will be kept in a confidential file but be available for review by either party.
 - (7) Submit its findings of fact and recommended action to each party and the appropriate Vice President within ten (10) instructional days of the completion of the formal hearing.
- e. The formal hearing will be closed to the public.
- f. Upon receipt of the Student Grievance Committee's recommendation, the appropriate Vice President, within ten (10) instructional days, will transmit, in writing, his/her decision to all involved parties.
- g. The student, within five (5) instructional days of receipt of the Vice President's decision, may appeal the decision to the President of the College. The President of the College may:
- (1) Concur with the Vice President's decision,
 - (2) Modify the recommended decision,
 - (3) Recommend action to the Board of Trustees.
3. Appeals

In all cases, final appeal will rest with the Board of Trustees.

May 19, 1998

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-4-c

Date: December 14, 2004

Subject: Pearson Education Network License Agreement

Background: The Title V Program at Riverside City Campus has purchased network software for the ESL division of English and Speech Communication. This software will be used for the purpose of assisting student non-native speakers to improve their English speaking skills. There are five different network software programs and a network license agreement for each program. Students will use the software under the guidance of an ESL instructor. The Understanding and Using English Grammar Interactive will be used in the Writing and Reading Center located in AD 126. The Longman English Interactives 1-4 will be used in the Language Lab, currently located in the Digital Library and Resource Center. All five software programs will eventually be relocated to the new Martin Luther King Technical Center. There are no costs associated with the network license agreements and the terms of the agreements are valid for the life of the software. Should there be addendums to the products Pearson Education will provide a network license agreement with the same or similar terms.

The contract has been reviewed by Ed Godwin, Risk Manager and Linda Lacy, Vice President of Student Services.

Recommended Action: It is recommended that the Board of Trustees approve the attached agreements with Pearson Education, Inc. beginning December 20, 2004, through the life of the software to provide student non-native speakers with software designed to improve their English speaking skills with no cost to the District, and that the Vice President, Administration and Finance be authorized to sign the contract.

Salvatore G. Rotella
President

Prepared by: Janet A. Long
Project Director, Title V



AGREEMENT BETWEEN
Pearson Education, Inc.
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

Network License Agreement

This Agreement is entered into between Pearson Education, Inc., through its Longman ELT Division, located at 10 Bank Street, Suite 900, White Plains, NY 10606 ("Pearson"), and

Riverside Community College – Riverside Campus

with offices at

4800 Magnolia Ave, Riverside, CA 92506.

The parties hereby agree as follows:

1. Definitions

- a. "Software" means the computer program and software known as **Longman English Interactive 1, ISBN 0-13-184375-3; Longman English Interactive 2, ISBN 0-13-184375-3; Longman English Interactive 3, ISBN 0-13-184375-3; Longman English Interactive 4, ISBN 0-13-184376-1.**
- b. "Documentation" includes the installation instructions provided with the Software, the information contained in the help section located on the CD ROM, and all electronic pedagogical material included in the Software.
- c. "Site/s" means the Licensee's network server and all computer stations or computer systems connected to it located in one building, or cluster of buildings, or one campus, located at:

**Riverside Community College – Riverside Campus
4800 Magnolia Ave, Riverside, CA 92506.
Language Lab-Digital Library and Resource Center**

- d. "Support Coordinator" and "Alternative Support Coordinator" are the individuals identified below authorized to serve as Licensee's on- Site contacts under this Agreement, and to act on Licensee's behalf in connection with this Agreement:

Support Coordinator	Alternative Support Coordinator
Name: David Dant Address: 4800 Magnolia Ave. Riverside, CA 92506 Phone: 951 222-8721	Name: Shirley McGraw Address: 4800 Magnolia Ave. Riverside, CA 92596 Phone: 951 222-8397

- e. "Network License" shall mean the license granted in Section 2, below, such Network License authorizing Licensee to make the Software available from its network server, on its Site/s only, as indicated in Section 2.
- f. "Network License Fee" is the fee to be paid to Pearson by the Licensee in consideration for the

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- g. Network License granted under this agreement. Licensee acknowledges that it shall have no rights whatsoever under this agreement until the Network License Fee is paid in full.
- h. "Work Stations" shall mean networked computer work stations owned, leased, or otherwise used by Licensee and located on the Site/s, including, without limitation, single-user microcomputers and software or hardware emulators.

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6. General

This agreement, together with the "Terms of Use" contained on the Software CD ROM, which are incorporated herein by reference and attached to this Agreement for ease of reference as Exhibit A, is the only and the entire agreement between the parties concerning the Software and the Documentation. This agreement may be modified only in a writing signed by both parties.

Neither this agreement nor the license expressed herein may be assigned or transferred, in whole or in part, by Licensee; there are no intended or incidental third party beneficiaries of this agreement.

Licensee agrees and acknowledges that the terms and conditions of this agreement itself constitute confidential, proprietary information of Pearson, and Licensee agrees not to use this agreement or its terms or conditions for any commercial purposes of Licensee or others. Licensee further agrees not to disclose the terms of this agreement to any third party other than those employees of Licensee having a need to know in connection with the execution, delivery or admission of this agreement.

This agreement shall be governed by and construed in accordance with the laws of the State of New York, and any action to enforce or interpret or for breach of this agreement shall be brought in the State or Federal courts of New York, and Licensee agrees that such courts shall have exclusive jurisdiction of the matter, and waives any objection to that court on the grounds of inconvenient form or similar objections.

Pearson may terminate this agreement and the license granted herein, and in the event that Licensee breaches this agreement and fails to cure that breach within a reasonable time after receiving written notice of that breach from Pearson Education, Inc. Licensee acknowledges that upon termination of the Network License, Licensee must purge its computer systems of, and destroy all disks containing; and print and electronic copies of the Software and Documentation.

IN WITNESS THEREOF, each party has executed this agreement as of the date indicated next to that party's signature below.

Hugo Loyola
Pearson Longman

James L. Buysse
Vice President, Administration and Finance

Signature

Date

Signature

Date

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GENERAL

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4800 Magnolia Ave, Riverside, CA 92506.
Writing and Reading Center-Administration Building**

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This agreement shall be governed by and construed in accordance with the laws of the State of New York, and any action to enforce or interpret or for breach of this agreement shall be brought in the State or Federal courts of New York, and Licensee agrees that such courts shall have exclusive jurisdiction of the matter, and waives any objection to that court on the grounds of inconvenient form or similar objections.

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IN WITNESS THEREOF, each party has executed this agreement as of the date indicated next to that party's signature below.

Hugo Loyola
Pearson Longman

James L. Buisse
Vice President, Administration and Finance

Signature

Date

Signature

Date

Retain the other completed, signed original copy of this agreement for your files.

EXHIBIT A: TERMS OF USE AGREEMENT

TERMS AND CONDITIONS

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GENERAL

8. If any of these terms and conditions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term or condition shall to that extent be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.

9. THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS. You shall not assign this Agreement, or any of its rights or obligations arising therefrom, and any such attempted assignment shall be null, void and without effect.

RIVERSIDE COMMUNITY COLLEGE
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-4-d

Date: December 14, 2004

Subject: Agreement with Altek Media Group

Background: Riverside Community College Student Financial Services office was awarded augmentation funds in the amount of \$641,733. The intention is to utilize the funding for increasing awareness of financial aid programs by improving outreach; extending knowledge and services to current non-financial aid college students; and enhancing services to existing financial aid students. This proposed agreement involves extensive outreach and marketing throughout the District. The area of marketing requires the assistance and the leadership from the Altek Media Group including the following: T.V. commercials, print media ads in local newspapers, media outreach to local high schools, CD-Rom development and completion, and event scheduling for local families.

The Student Financial Services office proposes utilization of the Altek Media Group's marketing services beginning December 17, 2004, through June 30, 2005, for an amount not to exceed \$50,000. The agreement has been reviewed by Linda Lacy, Vice President, Student Services; Jim Parsons, Associate Vice President of Public Affairs and Institutional Advancement; and Ed Goodwin, Risk Manager. The funding source is the allocated augmentation funding of \$641,733 received from the California Board of Governors representing the State.

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Altek Media Group for assistance in the marketing and outreach efforts of financial aid to local communities for the period December 17, 2004, through June 30, 2005, for an amount not to exceed \$50,000, and authorize the Vice President, Administration and Finance, to sign the contract.

Salvatore G. Rotella
President

Prepared by: Eugenia Vincent
Associate Dean, Student Financial Services

AGREEMENT FOR SERVICES

This Agreement, made and entered into this 17th day of December 2004, by and between Riverside Community College District Student Financial Services, hereinafter referred to as "CLIENT," and The Altek Media Group, hereinafter referred to as the "CONTRACTOR";

1. The CONTRACTOR agrees to render the following services on the date and times herein stated in accordance with directions stipulated by CLIENT or a person delegated by the CLIENT:

The goal of the current advertising, marketing & public relations outreach campaign is to continue introducing Riverside Community College District Student Financial Services Office and its programs and services to potential students and their parents. In consultation with District staff, The Altek Media Group has defined the course of action, identified the target audiences and demographics and has selected the media resources to use, which are listed below. All creative work, media placement, and promotional activities will be approved by the Associate Dean of Student Financial Services and the Associate Vice President of Public Affairs & Institutional Advancement prior to publication or distribution.

1). Development of a new 30 Second TV Commercial

a). Ad Content Creation (Video): *The CONTRACTOR will create, develop, and produce a thirty-second television commercial that will highlight Student Financial Services Office District events in the four potential unified school districts.*

Ad Creation cost (<i>cost per ad</i>)	\$ 1,500.00
Total budget -----	\$ 1,500.00

2). Cable Television and Print Media Purchase

a). Media Planning and Negotiations: The CONTRACTOR will meet with cable television and print media representatives servicing the areas directly effected by the CLIENT to select and negotiate best possible media rates for the CLIENT. *(The media campaign will include the cities of Riverside, Corona, Norco, Moreno Valley, and Perris)*

b). Media Buying & Implementation: Once the media contracts are negotiated and approved, the CONTRACTOR will implement media contracts, ensuring the ads are placed and run correctly

c). Media Review: Once the media contracts are completed, the CONTRACTOR will verify their placement and review all affidavits ensuring all media contracts ran according to agreed media contract.

d). Print Media-Buy: The CONTRACTOR will Purchase: 3 Column x 4.75 Ads—(In a buy two get two package, twice a month). The Contractor will also create, develop, and lay-up 3 separate print ads at no additional cost to the CLIENT that will highlight Student Financial Services Office District services and

events targeting the four potential unified school district areas. The CONTRACTOR will purchase the ad space in the Press-Enterprise.

Riverside/Norco Edition	
Corona Edition	
Moreno Valley Edition	
Total budget -----	\$ 13,600.00

e). Cable Television Media-Buy: The CONTRACTOR will purchase 30 second cable television ad space that will highlight Student Financial Services Office District services and events on the local cable systems targeting the four potential unified school district areas.

Riverside/Norco	(\$1,800/month)	\$ 5,400.00
Corona	(\$2,000/month)	\$ 6,000.00
Moreno Valley	(\$3,000/month)	\$ 9,000.00
Total budget -----		\$ 20,400.00

3). Media Outreach in Local School Districts High Schools

a). Market Research: The CONTRACTOR will research and gather contact information for outreach and marketing opportunities within four local unified school district, targeting at least ten of their high schools and middle schools. (*Opportunities would include sports banners, school newspapers, yearbooks, seminars, events, etc.*)

b). Ad Content Creation & Placement Once the information is gathered, and the opportunities are selected, The CONTRACTOR will development and create ads for those opportunities at no additional cost to the CLIENT that will highlight Student Financial Services Office District services. (*i.e. Sports banners, School Newspapers, Yearbooks, Etc.*)

Media Budget (*for each high school \$1000.00*)

Total three-month budget -----	\$ 10,000.00
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4). CD-ROM Authoring and completion

a). CD-ROM: The CONTRACTOR will take the existing CD-ROM and adapt existing content and visuals and develop new content for an interactive multi-media format that will include a two to three minute video introduction. The CONTRACTOR will then supply the CLIENT with a master CD-ROM for duplication and distribution.

CD-ROM development and creation (<i>authoring cost</i>)	\$ 2,500.00
Video Content (production Cost)	\$ 2,000.00
Total budget -----	\$ 4,500.00

5). Event Scheduling:

a). Student Financial Services Office District Speaking Events: Once the CONTRACTOR has researched and gathered contact information for outreach and marketing opportunities within four local unified school districts, targeting at least ten of their high schools and middle school, the CONTRACTOR, in consultation

with the Student Financial Aid Office, will schedule potential recruitment speaking events at four local high schools for RCC's SFSO staff to attend.

2. CLIENT agrees to compensate the CONTRACTOR the amount of \$50,000.00 (*A standard 15% agency fee has be calculated where applicable for all media purchases within the above stated compensation amount of \$50,000.00*) for full ownership of the marketing, advertising & public relations tools listed in (Para 1- 5) developed pursuant to this Agreement. Upon payment of such funds the marketing material developed shall become the sole property of CLIENT and such ownership shall include all rights of reproduction, distribution, and/or sale to third parties. And all copyrights, patents, licenses or similar intellectual property rights, which relate to the material within these marketing, advertising & public relations tools.

The CLIENT shall retain all rights to the original raw material used in their creation and development. The CONTRACTOR warrants that it has the full legal right to authorize this transfer of ownership, and that it will not use, sell, or distribute raw uncut proprietary material to any third party without written permission of the CLIENT. The CONTRACTOR will secure all necessary photo/image/copy releases and any other rights as required to conform with existing state, federal and local laws and CLIENT procedures.

3. CLIENT has the option at its sole discretion the right to purchase via the contractor additional duplication services, print services, and media buying services.
4. The ownership interests transferred to CLIENT pursuant to this agreement shall exist in perpetuity, and all corresponding terms of this Agreement shall likewise exist in perpetuity.
5. In no event shall the total dollar amount paid for the creation and development of these marketing, advertising & public relations tools under this agreement exceed the sum of \$50,000.00, unless agreed to by CLIENT in writing.
6. All moneys accruing to the contractor from the CLIENT under the terms of this agreement shall be payable as follows:

Payments shall be made upon the completion of creative work and media placement as invoiced with a net 30-payment schedule.

7. The CONTRACTOR, while engaged in the performance of this contract, is an independent CONTRACTOR, and is not an officer, agent or employee of CLIENT.
8. The CLIENT shall not assign the whole or any part of this agreement or any payment due or to become due hereunder, without the written consent of CONTRACTOR and all sureties who have executed bonds on behalf of the CLIENT in connection with this contract.

9. **IDEMNIFICATION:** The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims, demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and the performance of any act or deed under or pursuant to the terms and provisions of this agreement by such indemnifying party, or its officers, agents, servants and employees, but only in proportion to and to the extent such liability, claims, demands, debts, suits, actions, causes of action, or attorneys fees are caused by or result from the negligent or intentional acts or omissions of either party.
10. The CONTRACTOR shall assume full responsibility for payment of Federal, State, and local taxes, or contributions imposed or required under the Social Security, Worker's Compensation, and income tax law, concerning contractor or any employee or agent thereof. And shall further indemnify and hold harmless CLIENT from any such payment or liability arising out of or in any manner connected with contractor's performance under this contract.
11. **Changes:** This contract may be amended only by mutual written consent of the parties hereto, except that the CLIENT may unilaterally amend the contract to accomplish the below listed changes:
- a. Increases in dollar amount
 - b. Administrative changes.
 - c. Change(s) as required by law.
12. **PAGES TO THIS AGREEMENT:** There are four pages to this agreement which include the signature page in witness whereof, the parties hereto have executed this agreement on the day and year first above written.

Dwight S. Cromie
President/CEO
The Altek Media Group
231 E. Alessandro Blvd. Suite # A-363
Riverside, CA 92508

Dr. James Buysse
Vice President Administration & Finance
RCC District Financial Services Office
4800 Magnolia Ave.
Riverside CA 92506

Signed _____

Signed _____

Date _____

Date _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5

Date: December 14, 2004

Subject: Agreement - California Community College Satellite Network
(CCCSAT)

Background: Attached for the Board's review and consideration is a proposed application to allow California Community College Satellite Network to broadcast two student-produced programs, "Inland Valley News" and "The Show," on a closed network available to all California community college students and faculty. Eight weekly news shows ("Inland Valley News") and two entertainment shows ("The Show"), each of which are thirty minutes in length, will be sent to CCCSAT for broadcast all over California. This agreement will continue until cancelled in writing by either party. This agreement has been reviewed by Sylvia Thomas, Associate Vice` President of Instruction, and Ed Godwin, Risk Manager. Funding source: No cost to RCC.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with CCCSAT and authorize the Vice President, Administration and Finance to sign the agreement for the airing of the two programs.

Salvatore G. Rotella
President

Prepared by: Ron Vito
Dean, Occupational Education

CCCSAT Broadcast Operations
1140 W. Mission Rd.
San Marcos, CA 92069-1487
Phone: (760) 744-1150 EXT 2429
FAX: (760) 761-3519
Email: cccsatprogramming@palomar.edu

PLAYBACK APPLICATION
FOR ORIGINAL PROGRAMMING

Name: Bud Tedesco Dept: Telecommunications
Title: Assistant Professor Organization: Riverside Community College
Address: 4800 Magnolia Avenue
City, State, ZIP: Riverside, CA 92506
Phone: (951) 222-8352 FAX: (951) 222-8095 email: bud.tedesco@rcc.edu
Program or Series Title: "Inland Valley News" and "The Show"
Program Length: 30 minutes # of Episodes: 6 – Inland Valley News; 2 – The Show
Videotape format (Please Specify): BETA SP ___ DVCAM _____ Other : Mini DV
Broadcast Start Date: N/A Broadcast End Date: N/A

Terms and Conditions

1. Applicant hereby acknowledges and agrees that any and all program material broadcast under this contractual agreement shall be original or accompanied by signed releases or shall be material in the public domain. In addition, applicant acknowledges and agrees that he or she shall be solely responsible for all union and guild residuals, reuse payments, music royalties, or any other payments due under agreements with actors, producers, directors, writers, or others for the television broadcast of any and all program material.

2. Program does not include material that is indecent, obscene, libelous, or slanderous in content.

3. Program does not contain material designed to advertise or promote sale of any commercial products or services, including advertisements on or in behalf of candidates running for public office.

4. Applicant agrees to indemnify Palomar Community College District, the California Community Colleges' Chancellors Office and CCCSAT against and hold it harmless from any persons claiming any interest whatsoever in and to the rights granted in this agreement in and to the programs, and will, at his or her expense, defend any suits brought against Palomar College, the California Community Colleges' Chancellor's Office and CCCSAT to enforce such claims.

5. Applicant represents and warrants that he or she is free to enter and fully perform with the terms and conditions stated in this application. Applicant agrees to accept responsibility for all rights herein granted in and to the programs, including but not limited to all necessary literacy, artistic, intellectual and music copyrights.

6. Applicant hereby grants CCCSAT Network permission to air the program and/or episodes two times per week for a period not to exceed 26 weeks from the first broadcast date, unless otherwise stipulated above. This agreement will continue until cancelled in writing by either party.

7. Applicant understands and acknowledges the program will be received by all CCCSAT affiliates, and affiliates may receive, view, record, and/or broadcast the program in affiliate's local service area.

Applicant Signature: _____ Date: _____

PLAYBACK APPLICATION FOR ORIGINAL PROGRAMMING

PROGRAM INFORMATION: DATE: 11/05/04

Program or Series Title: "Inland Valley News" and "The Show"

Tape Format to be Provided for Broadcast (NOT SAMPLE)

Beta Sp _____ U-Matic Sp _____ U-Matic SVHS _____ Mini DV X

All videotapes must have continuous control track and time code from tape leader to end of tape. YES

Closed Caption Copyright Production Year: Shows are not closed captioned

Executive Producer: Riverside Community College
Producers: Kim Shepherd/Larissa Diaz
Directors: Francisco Ramirez/Larissa Diaz

AUDIO LANGUAGE

Mono
Stereo
Split
Multiple Language
Voice Track
Ch. 1 Ch. 2
Music Track
Ch. 1 Ch. 2
English
Ch. 1 Ch. 2

Program Description: "Inland Valley News" is a news program; "The Show" is an entertainment program.

Episode Information: Not Applicable

Please provide an attachment listing each episode number, synopsis, and length of episode.

"Inland Valley News"
Episode Numbers 2 thru 6
Length of Show: 30 minutes

"The Show"
Episodes 1 & 2
Length of program: 30 minutes
Synopsis – Entertainment show featuring young artists.

Upon approval, your program will be placed in one or more California Community College (CCC) programming categories:

CCC Affiliates Hour

CCC Community Service Hour

CCC Diversity Hour - African American

CCC Diversity Hour - Hispanic

CCC Diversity Hour - Native American

CCC Diversity Hour - Vietnamese

CCC Health Hour

CCC Arts Hour

CCC Technology Hour

CCC Professional Development Hour

CCC Shared Governance Hour

CCC News Hour

CCC Academic and Library Resources Hour

CCC Student Services Hour

2 Revised June 2004

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-a

December 14, 2004

Subject: Proposed (New Affiliation Agreement) Affiliation Agreement for Nursing Students, Catholic Healthcare West on behalf of Community Hospital of San Bernardino.

Background: Presented for the Board's review and consideration is a new affiliation agreement with Catholic Healthcare West on behalf of Community Hospital of San Bernardino and Riverside Community College. This agreement will provide needed clinical facilities for Registered Nursing and Vocational Nursing students. Clinical experience is required by both accrediting bodies. The agreement will be effective for two (2) years commencing March 1, 2004 and may be renewed by mutual written agreement of both parties. Funding Source: No cost to the District.

This new affiliation agreement was reviewed by Ed Godwin, Risk Management, Sylvia Thomas, Associate Vice President, Associate Vice President Instruction, and Ron Vito, Dean, Occupational Education.

Recommended Action: It is recommended that the Board of Trustees ratify the Affiliation Agreement with Catholic Healthcare West on behalf of Community Hospital of San Bernardino to provide clinical sites for Nursing Students for a two (2) year term commencing March 1, 2004 and authorize the Vice President, Administration and Finance, to sign the Agreement. There is no cost to the District.

Salvatore G. Rotella
President

Prepared by: Sandra Baker
Interim Dean/Director, Nursing Education

EDUCATIONAL AFFILIATION AGREEMENT
Community Hospital of San Bernardino
And
Riverside Community College District

This Educational Affiliation Agreement is made and entered into by and between Community Hospital of San Bernardino, a California nonprofit public benefit corporation ("Hospital") and Riverside Community College District ("Entity").

RECITALS

A. Catholic Healthcare West ("CHW") owns and operates acute care hospitals and ancillary facilities, and is the sole corporate member of Hospital.

B. Entity has an approved program for the instruction and training of students in the specialty listed in Exhibit A, ("Program") and such Program requires field experience in acute care hospital facilities and clinical facilities ("Facilities").

C. Hospital maintains Facilities that are appropriate for furnishing such experience.

D. It mutually benefits the Hospital and the Entity to allow the employees and students of Entity's Program ("Students") to use Hospital's clinical Facilities for their field experience, consistent with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, and in consideration of the mutual benefits to be derived there from, the parties agree as follows:

ARTICLE I

General Information

1. The Program is an educational Program of Entity and not Hospital's program. The Students participating in the Program shall be, at all times, under the exclusive control and are the exclusive responsibility of Entity.

1.1 Entity and Hospital shall mutually set the times, place and subject matter for the Program that will be conducted at Hospital.

1.2 Entity shall be responsible for assuring that Students observe the Hospital's rules and regulations and that Students will refrain from doing anything that might prove detrimental to Hospital or to its patients.

1.3 The Program shall be conducted without the payment of any consideration by Entity or Hospital to the other or to any Student participating in the Program.

1.4 The Parties agree that all Student activities required as a part of the Program will be performed under the appropriate supervision of a qualified Hospital employee.

1.5 The length of the Student's clinical experience at Hospital shall be set forth in Exhibit A.

1.6 The maximum number of Students who will accepted at Hospital at any one time for clinical training shall be set forth in Exhibit A.

1.7 The educational objectives for the Program for Students gaining field experience at Hospital under this Agreement are set forth in Exhibit A. which may be updated by Entity from time to time. Hospital will provide Entity with a schedule of the work experience planned for each Student, prior to the Student's arrival at Facility.

1.8 Hospital may suspend or terminate any Student from Program, acting with or without cause. A Student may be suspended immediately, if, in Hospital's sole judgment and discretion, the Student's conduct or behavior threatens the health, safety or welfare of any patients, invitees, or employees at Hospital. An immediate suspension - . shall be imposed by Hospital on a temporary basis only until Hospital can confer with Entity and attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the Program is vested in Hospital.

ARTICLE II

Non-Discrimination

2. Neither Entity nor Hospital shall discriminate against any person because of race, color, religion, sex, creed, marital status, national origin, age or handicap, or on any other basis prohibited by law.

ARTICLE III

Responsibilities of Entity

3. At least two weeks before a Student is scheduled to begin training at the Hospital, Entity shall provide Hospital with the information set forth in the Student Enrollment Form, which is attached hereto as Exhibit B, or acceptable in a form or format to Hospital.

3.1 - Entity shall maintain the health certification documentation for each Student for the

time the Student is in training at Hospital plus at least one year beyond the date the Student completed training at Hospital.

3.2 Entity shall obtain authorization from the Students to allow disclosure of Medical Information to Hospital. Entity shall make all its health records pertaining to Student available for inspection by Hospital upon reasonable notice.

3.3 Hospital shall not be responsible for providing any part of the health examination or health clearance, nor shall Hospital be responsible for any part of the cost of providing such health clearance or maintaining the health records required by this Agreement. Hospital may, at its sole option, provide health clearance services to a particular Student provided either Entity or Student agrees to pay for the services provided by the Hospital.

3.4 Entity shall immediately notify Hospital in writing of any current or past Student in the Program, who has or had at the time of his or her field experience at Hospital a medical condition that poses a health risk to patients, employees or invitees. If the Student is currently participating in field experience at the Hospital, Entity shall remove Student until such time that he or she no longer poses a health threat. Entity shall provide Hospital with a written medical clearance signed by the Student's treating physician prior to the Student returning to Hospital.

3.5 Entity shall be responsible for all Students' academic preparation. Entity ensures all Students have completed the required prerequisite didactic and clinical portion of the curriculum prior to their field experience at Hospital.

3.6 Entity is responsible for the general conduct of its Students and their complying with Hospital policies, rules and regulations during their field experience at Hospital.

3.7 Entity shall assure, to the satisfaction of Hospital, that each Program Student, prior to any patient observation period or participation in any clinical experience, has received training in blood and body fluid universal precautions consistent with the Center for Disease Control guidelines, including any Hospital orientation requirements. Entity will certify in the Student Enrollment form that the Student has completed the required training.

3.8 Entity shall appoint the individual named in Exhibit A to coordinate the Program for Entity ("Entity Coordinator"). The Entity Coordinator shall supervise all aspects of Entity's involvement in Program. All Entity Coordinators and other faculty shall abide by the Hospital's rules and regulations.

3.9 Entity shall notify all Program Students that they are required to:

3.9.1 Perform their functions in accordance with all the Hospital's policies and rules and with the rules and policies of the specific department or clinical Facility to which they are assigned;

3.9.2 Arrange and pay for all of their own expenses, including their transportation, support, maintenance, health care and living accommodations;

3.9.3 Report to the Hospital on time, timely contact Entity and Hospital when they will be absent from the Hospital when they are scheduled to be at the Hospital, act in a professional manner, dress appropriately and follow all of Hospital's rules and regulations;

3.9.4 Assume responsibility for personal illness, necessary immunizations, tuberculin tests, chest x-rays, rubeola, rubella and varicella titer and annual health examinations;

3.9.5 Reimburse Hospital for any emergency health care or first aid provided by Hospital;

3.9.6 Maintain the confidentiality of patient information; however, nothing in this Agreement prevents Students and staff from providing information to Entity's Risk Management Department or Administration as part of an investigation of an incident or as part of a reviews of the actions of Students and staff; and

3.9.7 Avoid infectious or communicable diseases and inform the Hospital and Entity immediately if they have or might have been exposed to an infectious or communicable disease.

3.10 Entity shall arrange for periodic conferences between the Entity Coordinator and Hospital to evaluate the clinical experience provided under this Agreement.

3.11 Entity shall require each Student who participates in field experience in the Hospital to execute the Student Confidentiality Statement, which is attached hereto as Exhibit C and may be updated from time to time.

3.12 Entity shall be responsible for obtaining and maintaining all licenses, accreditations and certifications necessary for the Program, and shall assure that each Student has the requisite licensure, certification, education, experience, and competency required with respect to their responsibilities hereunder.

3.13 Entity shall provide to Hospital a copy of the curriculum vitae and State license (if any) for each Entity Coordinator and each Student who will participate in the Program at Hospital.

3.14 Entity represents and warrants that Entity, nor any of its Students, individuals, employees, or agents of Entity performing services hereunder have been excluded or limited from participating in Medicare, Medi-Cal, and / or any other federally financed health care program (the "Health Care Program"). Any Student or other personnel of Entity who becomes

sanctioned or excluded during the term of this Agreement shall be immediately removed from any participating in the Program hereunder. Hospital may immediately terminate this Agreement in the event that Entity, or any Student, or any other Entity personnel performing services hereunder becomes sanctioned or excluded from the Health Care Program during the term of this Agreement.

3.15 Entity represents and warrants that it has checked the GIG list of Excluded Providers (the "List") and that Entity, nor any Student, employee, agent, or other Entity personnel performing services hereunder appears on said list.

3.16 Entity represents and warrants that prior to Student's participation in the Program, it has conducted a criminal background check to include as a minimum, a state and county criminal history investigation and a state sex offender search where the Student resides and where the Hospital is located. Any criminal history identified shall be reported to the Hospital.

ARTICLE IV

Hospital's Responsibilities

4. Hospital shall accept from Entity the mutually agreed upon number of Students and shall permit said Students and Entity faculty access to Facilities as Hospital determines are appropriate for the purposes of providing the field experience expected in the Program.

4.1 The person at each Facility who will coordinate the Students' experiences at Facility for the Hospital is designated in Exhibit A. The Hospital coordinator shall meet the academic and other standards agreed upon by Entity and Hospital.

4.2 Hospital will provide evaluations to Entity of each Student's performance in the Program using the forms provided by Entity and in accordance with time frames agreed upon by Entity and Hospital.

4.3 Hospital shall provide Students with any necessary emergency health care or first aid for accidents occurring at the Hospital. Student or Entity shall be responsible for paying the Hospital charges for such care.

4.4 Hospital shall, at all times, retain full responsibility for patient care management and related services.

ARTICLE V

Independent Contractors

5. The parties expressly agree that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between or among the Entity, Entity Coordinator, Hospital, and/or Students, but rather as an agreement by and between independent contractors. Hospital shall not assume any liability under any employment or workers' compensation law based on Students performing services, receiving education or traveling pursuant to this Agreement.

ARTICLE VI

Insurance

6. Entity at its sole expense will procure and maintain in full force and effect, with one or more approved California insurance companies, or a program of self-insurance acceptable to Hospital, adequate professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury, and property damage, including the operation of a motor vehicles and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. Such insurance will cover Entity, its faculty and Students. In the event that the professional liability policy is a claims made policy, Entity shall purchase a "tail" policy for a period of no less than five (5) years from the effective termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.

6.1 Entity will provide Hospital with certificate(s) of the foregoing coverage prior to execution of this Agreement and at least annually thereafter. Entity shall provide at least thirty (30) days written notice to Hospital of any substantial change to or cancellation of said insurance.

6.2 Hospital shall assume no responsibility for providing or paying for Student's medical care.

6.3 Entity shall procure and maintain Workers' Compensation insurance to cover its employees, agents and Students in compliance with the statutory requirements of California law.

6.4 Hospital will participate in the Catholic Healthcare West Self-Insurance Program to provide coverage against the perils of bodily injury, personal injury, and property damage and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,090) each occurrence' and three million dollars (\$3,000,000) annual aggregate. Hospital will, upon request, provide Entity with evidence of the foregoing coverage.

6.6 Obligations pursuant to Article VI shall survive termination or expiration of this Agreement.

ARTICLE VII

Indemnification

7. Entity hereby agrees to defend, indemnify and hold harmless CHW, Hospital, its parents, subsidiaries, directors, officers, attorneys, agents and their employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of Entity, its Students, faculty, -agents or its employees in connection-with or arising out of the acts or omissions in services performed under this-Agreement or any breach or default in performance of any of Entity's obligations hereunder.

Hospital hereby agrees to defend, indemnify and hold harmless Entity, its Students, faculty, agents or its employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of CHW, Hospital, its parents, subsidiaries, directors, officers, attorneys, agents and their employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of Hospital's obligations hereunder.

7.1 Obligations pursuant to Article VII shall survive termination or expiration of this Agreement.

ARTICLE VIII

Term of Agreement

8. This Agreement is for a term of two (2) years commencing on March 1, 2004, and it may be renewed by mutual written agreement of the parties. This Agreement may be terminated by either party, acting with or without cause, upon giving thirty (30) days prior written notice to the other party.

8.1 This Agreement shall immediately terminate if Entity's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against Entity by any accreditation or regulatory agency.

ARTICLE IX

Regulatory Compliance

9. Entity represents and warrants that it is currently in compliance with, and shall remain throughout the term hereof in compliance with all State and Federal laws and regulations which currently or may hereafter apply to the Entity, Students, or Program. Entity further represents and warrants that Students who are assigned for a field experience at the Hospital shall comply with all applicable State and Federal laws and regulations, and Entity and the Students shall comply with the Joint Commission on Accreditation for Healthcare Organizations ("JCAHO") standards that apply to Hospital.

9.1 Entity shall comply with the Hospital's policies, procedures and rules relating to the Program, including the Hospital's corporate compliance program. Entity shall cooperate with Hospital corporate compliance audits, review and investigations which relate to the Entity. Subject to Hospital's request, such cooperation shall include providing documents and/or information related to the Entity, Students and Entity activities that is in Entity's custody and control. When requested by Hospital, Entity shall participate in corporate compliance-related seminars and educational programs sponsored by Hospital as part of Hospital's corporate compliance program. Entity shall ensure that all Students have not been excluded, currently or in the past, from participating in any Federal or State health care program. Entity shall immediately remove any Student from the Program if the Student is excluded from participating in any Federal or State Health care program.

9.2 Entity agrees to amend this Agreement as may be necessary in order for Hospital to maintain its tax-exempt financing or to obtain new tax-exempt financing. Immediately upon request by Hospital, Entity shall execute any and all such amendments presented by Hospital and shall return said fully executed original amendments to Hospital forthwith.

9.3 HIP AA Compliance.

9.3.1 Entity and Students may receive or acquire from Hospital "protected health information" ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "HIPAA"). Entity agrees that all PHI acquired, as a result of Students' training at Hospital is confidential and that both Entity and Students are prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Hospital.

Entity shall protect the confidentiality of PHI as required by law at all times both during and after Students' training at Hospital.

9.3.2 At the termination of this Agreement for any reason, Entity shall use its best efforts to return to Hospital or to destroy all written and electronic PHI received or acquired from Hospital. For example, such efforts may include destruction by shredding of students' essays or papers containing PHI and destruction by shredding of any faculty notes containing PHI.

9.3.3 If Entity becomes aware of the unauthorized use or disclosure of PHI, Entity shall promptly and fully notify Hospital of all facts known to it concerning such unauthorized use or disclosure.

9.3.4 Entity agrees that if it breaches this provision, Hospital shall immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Hospital shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this confidentiality section by School. The terms of this Section 9.3 shall survive the expiration or termination of this Agreement.

ARTICLE X

Confidentiality of Information

10. The parties agree that information contained in this Agreement is confidential and contains proprietary information. The parties agree not to release information concerning this Agreement, as well as information regarding the operations of either party or other information considered confidential by either party, without the consent of the other party. This prohibition against release of information shall not apply to any information required to be released by law. The consent of the parties is not required for release of information that is in the public domain. Nothing in this provision prevents Students and staff from providing information regarding incidents or Entity's practices to its Risk Management Department or Administration.

10.1 Obligations pursuant to Article X shall survive termination or expiration of this Agreement.

ARTICLE XI

Statement of Common Values

11. It is understood and agreed that the policies, rules and regulations of the Program as it operates on Hospital premises, as well as all acts performed in the administration of Program by Hospital, shall conform to the Statement of Common Values for Community Sponsorship, as

approved by Catholic Healthcare West (the "Statement") a copy of which is attached hereto as Exhibit D. If compliance by the Students with the Statement conflicts with the policies, procedures or directives of Entity, the parties shall promptly meet in good faith to determine if the conflict can be resolved in a mutually agreeable manner. If the parties cannot resolve the conflict, either party may terminate this Agreement immediately upon written notice to the other.

ARTICLE XII

General Provisions

12.1 Assignment. Subject to the restrictions set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns. Neither party may assign this Agreement without the written consent of the other party:

12.2 Arbitration.

12.2.1 Hospital and Entity agree to meet and confer in good faith to resolve any disputes that may arise between them under this Agreement. If such disputes cannot be resolved informally within a reasonable period of time, as determined by Hospital, the parties agree to submit the dispute(s) to binding arbitration.

12.2.2 Such arbitration shall be initiated by either party making a written demand for arbitration on the other party. There shall be one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the Los Angeles JAMS/Endispute panel, and selected in the sole discretion of the JAMS/Endispute.

12.2.3 The parties shall share all costs of arbitration. The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred in connection with the arbitration hereunder.

12.2.4 The substantive law of the State of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator.

12.2.5 Arbitration shall take place in Pasadena, California unless the parties otherwise agree. As soon as is reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as is reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel.

12.2.6 All decisions of the arbitrator shall be final, binding and conclusive on the parties, and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof.

12.2.7 Notwithstanding the foregoing, any and all arbitration proceedings are conditional upon such proceedings being covered within the parties' respective risk insurance policies. Notwithstanding the foregoing, however, neither party shall be required to arbitrate malpractice or other third party claims.

12.2.8 The provisions of this Section shall survive the termination of this Agreement.

12.3 Governing Law. This Agreement shall be governed by the laws of the State of California. .

12.4 Notices. Any notice required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon personal delivery; or twenty-four (24) hours following deposit with a commercial carrier for overnight delivery; or three (3) days after deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing to the other in the manner provided herein.

If directed to Hospital: Community Hospital of San Bernardino
1805 Medical Center Drive
San Bernardino, CA 92411
Att: President

Copy to: Catholic Healthcare West
251 South Lake Avenue, 8th Floor
Pasadena, CA 91101-4842
Att: V.P., Associate General Counsel

If directed to Entity: Riverside Community College District
4800 Magnolia
Riverside, CA 92506
Att: Jan Buysse, V.P., Administration Finance

12.5 Captions. Any captions to or headings of the Articles, Paragraphs, Sections or subparagraphs or subsections of this Agreement are solely for the convenience of the parties, and shall not be interpreted to affect the validity of this Agreement or to limit or affect any rights, obligations, or responsibilities of the parties arising hereunder.

12.6 Full Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior written and oral agreements concerning the subject matter contained herein. Unless otherwise provided herein, this Agreement may be modified, amended or waived only by a written instrument executed by all of the parties hereto.

12.7 Interpretation. Whenever the context hereof requires, the gender of all terms shall include the masculine, feminine, and neuter, and the number shall include the singular and plural

12.8 Construction of Ambiguities. The general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event that any provision of this Agreement is found to be ambiguous, each party shall have an opportunity to present evidence as to the actual intent of the parties with respect to such ambiguous provision.

12.9 Waiver of Breach. The waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of either the same or any different provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

HOSPITAL:

Community Hospital of San Bernardino,
a California nonprofit public benefit corporation

Date: _____, 2004

By: Diane E. Nitta, VP Clinical Services

Its: _____

ENTITY:

Riverside Community College District

Date: _____, 2004

By: James Byusse, Vice President,
Administration and Finance

Its: _____

EXHIBIT A

1. Program Specialty: Vocational Nursing; Associate Degree Nursing
2. Length of Field Training:
3. Maximum Number of Students at Any One Time: 12
4. Educational Objectives Set by Entity: Entity shall provide to each Hospital prior to the start of each Clinical Rotation.
5. Entity Coordinator's Name: Entity shall provide to each Hospital prior to the start of each Clinical Rotation.
6. Hospital's Coordinator's Name:

EXHIBIT B
Student Enrollment Form

This form should be completed at least two weeks prior to the Student's Starting Date.

Student's Name:

Training Dates:

Professional Liability Insurance

Required insurance: Student: \$1,000,000 per occurrence/\$3,000,000 aggregate Company:

Health Certifications (To Be Completed by Entity, which must obtain the Student's permission to release medical information)

Requirements: Check all that are Met:

- (a) A tuberculosis test ("PPD") or chest x-ray administered no more than one year prior to initiation of each Clinical Rotation;
- (b) Documentation of two rubeola and one rubella vaccinations, or positive rubeola and rubella titers;
- (c) Documented history of varicella exposure or positive varicella immune titer;
- (d) Evidence of hepatitis B vaccination or declination as required by the OSHA Bloodborne Pathogens standard; and
- (e) Evidence of current (within the past ten years) tetanus toxoid.

Check here if the student has completed the required training in blood and body fluid universal precautions consistent with the Centers for Disease Control guidelines and the Hospital's standards.

EXHIBIT C

Student Confidentiality Statement

The undersigned hereby recognizes that medical records, patient care information, personnel information, reports to regulatory agencies and conversations between or among any healthcare professionals in any way associated with Hospital, its patients and my activities while a Student at Hospital, are considered privileged and should be treated with utmost confidentiality.

Nothing in this Student Confidentiality Statement precludes or prohibits the release of the -above information to Entity's Risk Management Department or Administration as part of an investigation of an incident or a review of Entity's procedures.

If it is determined that a breach of confidentiality has occurred as a result of my actions, I recognize that I may be liable for damages that result from such a breach and that I shall no longer be allowed to participate in Program at Hospital.

Signed: _____

Date: _____

EXHIBIT D

Statement of Common Values

See attached.

Catholic Healthcare West
CHW

CHW Statement of Common Values

Preamble

Catholic Healthcare West (CHW) is a health system structured to foster collaborative efforts among the religious congregations that are its sponsors, namely the Sisters of Mercy, Auburn, and Burlingame, Regional Communities; the Sisters of St. Dominic of Adrian, Michigan; the Sisters of Charity of the Incarnate Word of Houston, Texas, the Dominican Sisters of San Rafael, the Dominican Sisters of St. Catherine of Siena of Kenosha, Wisconsin, the Franciscan Sisters of the Sacred Heart of Frankfort, Illinois and the Sisters of St Francis of Penance and Christian Charity of Redwood City, California. The sponsors collaborate with their lay partners in a spirit of ecumenism to direct the mission inherent in the corporate ministry of CHW.

Throughout its many years of health care ministry, CHW and its sponsors have recognized the importance of partnerships. We believe the social fabric must be woven in partnership with all who have a call to serve the community and we champion collaboration among those partners. Our ability to carry out our mission of healing rests largely on the formation of linkages with others -- health care providers, community organizations, physician organizations, government agencies, employers, health plans, and individuals. By forming partnerships, we can respond to the community's need in a manner that is holistic and comprehensive, rather than fragmented or duplicative.

CHW's respect for values including the dignity of persons, care for the poor, the common good and responsible stewardship are essential in our ministry of healing. We invite our partners to understand and participate in realizing our values, many of which we believe we hold in common with our partners.

Social Responsibility of Health Care Providers

Health care is a ministry that serves the needs of individuals and communities -- it is a social good and a community service: The ministry of health care promotes healthy individuals and a healthy community that advances the social, economic and environmental well-being of its Community. Most importantly, access to health care is a fundamental right of all persons.

CHW champions the dignity and well-being of all persons without regard to age, gender, sexual orientation, culture, race, ethnicity, economic, immigration or employment status. As a community, we have a moral responsibility to care for the poor and powerless, those of low socioeconomic status, individuals who have had catastrophic illnesses and those needing chronic care services.

Special concern is shown for the poor, helping them through direct service and acting as an advocate to change structures that keep them in poverty. We also have a special responsibility to those individuals at the beginning of life's journey as well as those who have shared so much of their wisdom throughout their years -- children and elderly.

As an employer, CHW treats its employees respectfully and justly, fostering a meaningful and humanizing work environment. Such an environment involves giving people a voice in matters affecting their work; respecting and promoting people's personal and professional growth; and providing a just wage. We try to promote trust, fairness, and mutual communication in all aspects of employment.

Through our health care ministry, we seek to contribute to the common good, which is realized when economic, political and social conditions protect and promote the fundamental rights of all persons and enable them to reach their common goals. Health care resources belong to the community and as providers we are stewards of those resources with the responsibility to use them in a way that advances the health care status of the community. In addition, CHW acknowledges its responsibility as a steward of the earth and recognizes that these resources are limited. CHW is committed to an equitable and ecologically sound use of the earth's resources.

Pastoral and Spiritual Responsibility of Health Care Providers

It is our goal that health care be provided in a holistic way, respecting all dimensions of a person. At a time of extraordinary technological advancement developed to cure disease -one that focuses on the physical dimension of person -- we need to emphasize and embrace the psychological, social and spiritual dimensions of persons.

Care should not be limited to the treatment of disease. We express our compassion and spirituality by easing the pain and suffering of our patients. Spiritual care is integral to health care and should support the religious and spiritual needs of all those it serves. Care encompasses the full range of spiritual services, including a listening presence as well as help in dealing with powerlessness, pain and alienation. Close collaboration with spiritual leaders, caring ministries and communities of faith is essential.

The Professional-Patient Relationship

We respect the privacy of the physician-patient relationship. A person in need of health care and the professional health care provider who accepts that person as a patient enter into a relationship that requires, among other things, mutual respect, trust, honesty and appropriate confidentiality. The resulting free exchange of information must avoid manipulation, intimidation, condescension or judgment. Such a relationship enables the patient to disclose personal information needed for effective care and permits the health care provider to use his or her professional competence most effectively to maintain or restore the patient's health. Neither the

health care professional nor the patient acts independently of the other -- both participate in the healing process.

Health care is patient-centered. Patients have the right to make medical treatment decisions (including accepting or rejecting treatment), which includes free and informed consent, access to medical and other information regarding their care, the right to make an advance directive and to name a surrogate decisionmaker.

Medical treatment decisions may generate ethical dilemmas for health care providers, patients and their families or surrogate decisionmakers. An ethics committee or some alternative form of ethical consultation will be available to assist by advising on particular ethical situations, by offering educational opportunities and by reviewing and recommending policies.

Issues in Care for the Dying

The practice of medicine is a delicate weaving of art and science, and of ethics and philosophy. Now that medical technology offers so many more ways of keeping us alive, dying can be a prolonged process. Death is not the ultimate defeat; rather it is a natural part of the living and aging process. Health care must be a community of respect, love and support to patients and their families as they face the reality of death. One of the primary purposes of medicine in caring for the dying is the relief of pain and the suffering caused by it. Effective pain management in all its forms is critical in the appropriate care of the dying.

There is no obligation for the patient to begin or continue life-sustaining treatment if, from the patient's perspective, it is an excessive burden or offers no reasonable hope of benefit. The patient, in these circumstances, may decide to forgo medical treatment to allow the natural process of dying. An individual's decision to refrain from aggressive or curative treatment will be respected even when such a decision may result in the person's death. In addition, pain management of the highest quality is critical in allowing a person to die comfortably and with dignity. Medicines capable of alleviating or suppressing pain may be given to a person even if this therapy may indirectly shorten the person's life, so long as the intent is not to hasten death.

Procedures That Are Not Performed

We are committed to human dignity and the sanctity of life from the moment of conception until death. Therefore, the following procedures will not be performed at our affiliated facilities:

- 1) Direct abortion is not performed. Indirect abortion is performed in certain medically indicated cases. An indirect abortion is a termination of pregnancy that is not directly intended and in which the sole purpose is the cure of a proportionately serious pathological condition of the mother, when the treatment cannot be safely postponed until the fetus is viable.

- 2) Assisted suicide, physician aid-in-dying or euthanasia is not performed. These are to be distinguished from allowing the natural process of dying to occur by withholding or withdrawing treatment because the treatment is too burdensome or does not provide proportionate benefit. Assisted suicide, physician-aid-in-dying or euthanasia also should be distinguished from appropriate decisions regarding pain management that have been addressed in this document.
- 3) Artificial reproductive procedures, including donor insemination and In Vitro Fertilization, are not performed.

Resolution of Unforeseen Issues

In any affiliation between partners of differing histories and cultures, there may be situations in which the appropriate application of values we hold in common has not been anticipated. In such situations, we agree that a collaborative dialogue is necessary to come to an adequate resolution. In these situations, we will engage in a structured decision-making process (called the A Process for Ethical Decision Making, attached) by gathering all the stakeholders and reflecting deliberately on the values at stake in the decision.

**Catholic Healthcare West
CHW**

**A PROCESS FOR ETHICAL
DECISION-MAKING**

*We witness to Mercy and Truth when
we pursue integrity of word and
action in our life and in our
decision-making.*

INTRODUCTION

Decision-making is more than a rational process. It is always influenced consciously or unconsciously by the values of individuals or groups.

Many decisions are obvious, routine and automatic, while others are more complex and require more thought and effort.

Some decisions clearly touch the heart of what we are about, affect many people and shape our future because of the critical choices that are being considered. In these instances we want to be as clear as possible about our values, our multiple responsibilities and our Mission.

The following process may be useful as a way to explicitly review options in the light of the values of our Philosophy Statement. The process may be adapted to specific decisions by adding or deleting questions as appropriate. This is a group process with six steps. The composition of the recommending or decision-making group is determined by the nature of the decision and represents the key stakeholders. The use of a facilitator will enhance the process.

- I. State the issue in the form of a question ("Shall we...?").
- II. Present the options with supporting rationale.
- III. Discuss the relevant value questions relating to the issue.
- IV. Identify value conflicts and how they can be resolved.
- V. Provide reflective time to bring all factors into the light of religious beliefs, traditions and personal conviction.
- VI. Discuss the options for action and agree on a recommendation, and action plan for final decision.

PRACTICAL STEPS

Preparation and Time Requirements

A commitment to adequate preparation and process time is needed for the process to be most effective.

Preparation is required to:

- allow facilitator familiarization with the decision being considered; involve the facilitator in preparing for the process;
- prepare an accurate statement of the issue;
- identify the stakeholders to be included in the process;
- prepare questions for Section III adapted to the specifics of the decision being considered; provide materials to participants in time to prepare for the process.

Time for the process:

- usual minimum will be 2 2 - 3 hours;
- may vary with the complexity of the decision, the number of persons participating and the number of values significantly affected by the decisions;
- time included so that Sections IV, V and VI are not rushed, as reflections, sharing and discussion are important elements of the process.

Cycles of Decision-Making

It may be appropriate to use this decision-making process more than one time in the development of a decision on an issue, project or program.

Example:

Cycle One: A decision might be needed at one point to pursue preliminary study of a possible project.

Cycle Two: When that investigation is complete, another use of the decision process might be appropriate to determine whether to initiate more specific planning of the project, perhaps including feasibility studies.

Cycle Three: Yet another application of the process might be appropriate in making a final decision.

A ROCESS FOR ETHICAL DECISION-MAKING

I. State the issue in the form of a question ("Shall we...? How do we...?").

- Clarify the purpose and expected outcome of the meeting.
- Identify who will make the final decision.
- Identify groups that may be making recommendations regarding this question (Division Board to CHW Board).

II. Briefly list the options with supporting data.

Review the history and context in which the discussion is taking place.

III. Discuss the following questions--based on key value concepts in the CHW Philosophy Statement --to the extent that they are relevant to the decision.

The Sponsoring Congregation's philosophy and traditions may surface additional questions.

A. Quality Health Care

1. By means of this decision, how can we promote healing?
2. Does this involve the appropriate application of medical science and technology?
3. How are we enhancing the quality of life; as well as continuation of life?
4. What safeguards from harm can we provide?
5. Can we provide an environment that is welcoming and caring?

B. Response to Need

1. What are the relevant needs in the community?
2. What are the organization's needs?
3. What are the broader societal needs related to this decision?

C. Recognition of Dignity

1. What groups of people -- within and outside of our organization will be affected by this decision?
2. Which of these groups have direct influence in our decision-making process?
3. How can we provide for direct input and influence by groups in the community who will be most affected?

D. Rights of All to Health Care

1. How does this decision promote our long-range goal of universal access to basic health care?
2. What particular groups of people would be served (men/women, elders/adults/children, affluent/middle class/poor, whites/blacks/Hispanics/Asians)?

E. Advocacy for the Poor and People with Special Needs

1. Does this decision directly affect people who are poor or disadvantaged? If so, how?
2. Can we speak to other influential groups (local, state or national governments, other providers, community groups) on behalf of people who are poor or who have special needs related to this decision?
3. Would the decision affect current advocacy priorities?

F. Stewardship

1. What organizational resources --funds, personnel, space technology, management time --are involved?
2. How does the decision benefit our organization financially (directly or indirectly, short or long term)?
3. Who would benefit from the various options in these decisions?
4. Who would bear the burden?
5. Would resources be diverted from some other use?
6. Have we ensured compliance with the law?

G. Collaboration

1. Who are the stakeholders and how will they be involved?
 - Sponsors?
 - Church leaders?
 - Relevant boards?
 - Other institutions or groups?
 - Physicians and employees?
 - Government agencies and third-party payers?
2. How would our institution be perceived by the community under various options?

IV. Difficult decisions involve choices among several good things, and affirming one value sometimes means neglecting another.

- Which values are most relevant in this decision?
- Which values are affirmed?
- Which values are not affirmed?
- Are any values denied?

How can we safeguard the values that would not be directly affirmed (by placing conditions on the proposed action, by taking another action at the same time to express those values, by influencing other relevant groups...)?

What really motivates us as we consider this decision?

When scarce resources are being allocated, various approaches may be taken. Which of the following ethical principles seem most appropriate in making this decision:

- a) the greatest good for the greatest number?
- b) distribution of goods according to the specified criteria -- such as ability to pay for services, social usefulness according to the status, making up for previous neglect or injustice?
- c) equal opportunity (by lottery or random selection)?
- d) greatest need?

V. Provide for a period of reflective silence during which group members can bring all these factors into the light of their religious beliefs, traditions and personal convictions.

Invite each group member to express his or her opinion as to what should be done, with brief supporting reasons and beliefs (no discussion).

VI. Discuss the options for action and agree on a recommendation, an action plan or final decision.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-b

December 14, 2004

Subject: Proposed (New Affiliation Agreement) Affiliation Agreement for Nursing Students,
County of San Bernardino on behalf of Arrowhead Regional Medical Center

Background: Presented for the Board's review and consideration is a new affiliation agreement between Arrowhead Regional Medical Center and Riverside Community College District to provide a site for clinical experience for nursing students. Clinical experience is required by both accrediting bodies and increased enrollments in the ADN and LVN program and the addition of a new flexible program for LVN to ADN, has necessitated the need for additional clinical sites. This agreement will be effective for a one (1) year term commencing on the execution of this agreement by both parties and terminating one year later at which time the agreement shall automatically renew for successive one year terms. Funding Source: No cost to the District.

This agreement was reviewed by Ed Godwin, Risk Management, Sylvia Thomas, Associate Vice President, Associate Vice President Instruction, and Ron Vito, Dean, Occupational Education.

Recommended Action: It is recommended that the Board of Trustees approve the new affiliation agreement with the County of San Bernardino on behalf of Arrowhead Regional Medical Center to provide clinical sites for nursing students for a one year term commencing on the execution of this agreement with automatic renewal for successive one year terms and authorize the Vice President, Administration and Finance, to sign the Agreement. There is no cost to the District.

Salvatore G. Rotella
President

Prepared by: Sandra Baker
Interim Dean/Director, Nursing Education

FOR COUNTY USE ONLY



County of San Bernardino

F A S

**STANDARD
CONTRACT**

X	New Change Cancel	Vendor Code	SC	Dept.	A	Contract Number		
County Department Arrowhead Regional Medical Center			Dept. Orgn.		Contractor's License No.			
County Department Contract Representative Mark H. Uffer, Director			Telephone 580-6150		Total Contract Amount \$0.00			
Contract Type								
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Affiliation Agreement								
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$0.00		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Project Name Affiliation Agreement			Estimated Payment Total by Fiscal Year					
			FY	Amount	I/D	FY	Amount	I/D
			_____	_____	_____	_____	_____	_____
Contract Type - 1			_____	_____	_____	_____	_____	_____

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name Riverside Community College	Hereinafter called College
Address 4800 Magnolia Avenue	
Riverside, CA 92506	
Telephone (909) 222-8000	Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

This Agreement is entered into by and among the County of San Bernardino, hereinafter referred to as "County," on behalf of Arrowhead Regional Medical Center, hereinafter referred to as "Medical Center," and Riverside Community College, hereinafter referred to as "College."

WITNESSETH

WHEREAS, the College has the need of additional facilities for clinical training of its nursing and licensed vocational nursing students, hereinafter referred to as "Students"; and

WHEREAS, the Medical Center operates a site which is suitable for the clinical training of Students; and

WHEREAS, it is of mutual benefit to the parties that the Students use the clinical facilities of the Medical Center for their learning experience;

NOW, THEREFORE, the parties here to enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. Obligations of College:

The College will -

1. Designate a faculty member of the College who shall serve as a Coordinator and be responsible for planning and coordinating the activities and assignments of the Students with the Coordinator designated by the Medical Center.
2. Provide and maintain the records and reports of its Students during their clinical learning experiences.
3. Inform Students of all applicable policies and regulations of the Medical Center. The Medical Center Coordinator shall notify the College Coordinator of any violations thereof. A Student may be dismissed from participation in the training programs in accordance with College's applicable policies and procedures as referred to below.
4. Provide the names of Students, who must be pre-registered, sufficiently in advance to allow convenient planning of schedules. Students assigned for clinical instruction and experience at the Medical Center shall be subject to the supervision and direction of the Medical Center.
5. Provide to the Medical Center upon written request verification of the immunizations, diagnostic tests, and examinations performed to document Students' freedom from communicable disease as required by Medical Center policy in effect at the time of assignment to the Medical Center.
6. Warrant that Students have been provided with information and education necessary to enable them to function safely and effectively. As applicable, this will include but is not limited to safety, use of hazardous materials, prevention of infection (including tuberculosis and blood borne pathogens), and prevention of violence. These requirements may be updated periodically as required by Medical Center policy or the requirements of external regulating agencies. Documentation of such training will be provided to Medical Center upon request.
7. Maintain for Students assigned to the Medical Center records for five years after the Students' last contact with the Medical Center. Upon request, these records will be provided to the Medical Center.
8. The College will withdraw a Student from the clinical program at the Medical Center if, after the consultation in accord with Section II, Paragraph 11 below, the College determines such action to be warranted.

II. Obligations of the Medical Center:

The Medical Center will –

1. Designate, after consultation with the College Coordinator, a Coordinator who will meet and plan with the College Coordinator the clinical activities and assignments of the Students. The Medical Center Coordinator or designee shall be responsible for the direct and immediate supervision of the Students.
2. Permit access for Students and Instructors to the clinical facilities as necessary to participate in required clinical learning experiences so long as such access does not interfere with the regular activities of the Medical Center.
3. Maintain the clinical facilities so that they at all times shall conform to the requirements of the California Department of Health Services, and the American Osteopathic Association.
4. Provide, when possible, a reasonable amount of storage space for instructional materials and reasonable classroom or conference rooms space at the Medical Center for use by Students assigned for clinical learning experience.
5. Allow Students to render only those services which are related to the objectives of the educational program and which the Students are competent to provide.
6. Advise College of any changes in its personnel, operations, or policies, which may affect the clinical learning experience.
7. Permit, upon reasonable request, the inspection of the clinical facilities and the services available for the clinical experience, and other items pertaining to the clinical education program, by agencies charged with the responsibility for accreditation of the education program.
8. If requested by a Student, provide emergency care as required due to injury or illness occurring during the clinical training experience at the Medical Center. Said services shall be made available through the standard procedures in effect at the Medical Center and shall be paid for by the person to whom such services are rendered at the Medical Center's usual and customary rate.
9. Retain ultimate professional and administrative accountability for patient care.
10. Not decrease the customary number of staff as a result of the assignment of Students to the Medical Center.
11. The Medical Center will recommend to the College the withdrawal of a Student if: (a) the achievement, progress, adjustment or health of the Student does not warrant a continuation at the Medical Center, or (b) the behavior of the Student fails to conform to the applicable regulations of the Medical Center. The Medical Center will assist the College, if necessary in implementing this recommendation.
12. The Medical Center reserves the right, exercisable in its discretion after consultation with the College in accord with Section 1, Paragraph 8 above, to exclude any Student from its premises in the event that such person's conduct or state of health is deemed

objectionable or detrimental, having in mind the proper administration of said Medical Center.

III. Insurance:

1. A. College agrees to maintain adequate comprehensive liability and property damage insurance for the term of the agreement with combined single limits as follows: (1) Each Occurrence: \$1,000,000; (2) and General Aggregate: \$3,000,000.
 - B. College agrees to maintain adequate Medical and Hospital Liability Insurance for the term of the agreement with limits as follows: (1) Each Occurrence: \$1,000,000; and (2) General Aggregate: \$3,000,000.
 - C. College agrees to maintain Worker's Compensation insurance as required under California State Law.
2. The above insurance shall state that the same may not be altered or canceled to County's detriment without thirty (30) days prior written notice to County. If the above insurance is written on a claims made form, it shall continue for three years following termination of the agreement. The insurance shall provide for retroactive date of placement prior to or coinciding with the effective date of the agreement.

It should be expressly understood, however, that the coverage herein shall not in any way limit the liability of College. Such provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of College, its officers, agents, and employees.

3. College further agrees to maintain such other insurance in such amounts, which from time to time may reasonably be required by mutual consent of the County and College, against other insurable hazards relating to performance. Prior to the commencement of this contract, College agrees to issue a Certificate of Insurance indicating compliance with the aforementioned insurance coverage requirements. College agrees to provide County with a certificate naming "County of San Bernardino" as an additional insured. College agrees that it will give County thirty (30) days advance written notice of any modification, change, or cancellation of any of the insurance coverage.
 4. A. County is a self-insured public entity for purposes of professional liability, general liability, and Workers' Compensation. County warrants that through its program of self-insurance, it has adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of County's performance of this agreement.
 - B. County, upon the execution of this Agreement, shall furnish College with certificates of self-insurance evidencing compliance with all requirements.
 - C. County agrees to maintain Workers' Compensation as required under California State Law.
5. The above insurance shall state that the same may not be altered or canceled to College detriment without thirty (30) days prior written notice to College. It should be expressly

understood, however, that the coverage herein shall not in any way limit the liability of County. Such provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of County, its officers, agents, and employees.

6. County further agrees to maintain such other insurance in such amounts, which from time to time may reasonably be required by mutual consent of the College and County, against other insurable hazards relating to performance. Prior to the commencement of this contract, County agrees to issue a Certificate of Insurance indicating compliance with the aforementioned insurance coverage requirements. County agrees that it will give College thirty (30) days advance written notice of any modification, change, or cancellation of any of the insurance coverage.

IV. Indemnification:

1. College shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of College, its officers, employees, agents, and Students.
2. County shall indemnify and hold College, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of County, its officers, employees and agents.
3. In the event that College or County is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the College and/or County shall indemnify the other to the extent of its comparative fault.

V. Cooperation in Disposition of Claims:

County and College agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement. The parties shall notify one another as soon as possible of any adverse event, which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. College shall be responsible for discipline of Students in accordance with College's applicable policies and procedures. To the extent allowed by law, County and College shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided to this agreement; provided, however, that nothing shall require either County or College to disclose any peer review documents, records or

communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-product Privilege.

VI. Status of County and College:

The parties expressly understand and agree that -

1. This agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between County and College and their employees, partners, or agents, but rather is an agreement by and among independent contractors, which are County and College.
2. Instructors and Students and other College personnel are present at the Medical Center only for educational purposes, and such Instructors and Students and personnel are not to be considered employees or agents of the County for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, Workers' Compensation insurance, or any other fringe benefits of employment.

VII. Confidentiality of Information:

All information obtained and records created, which pertain to patients to whom care/service is provided shall remain confidential and the sole property of the Medical Center. Prior written approval of the Medical Center shall be obtained prior to disclosure of patient specific information and/or trended aggregated data, unless otherwise required by law.

VIII. Modification:

No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

IX. Compliance with Immigration Laws:

The parties hereby certify that they shall comply during the term of this agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. The parties further certify that they have obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services under this Agreement, hired after November 5, 1986.

X. Assurance of Non-Discrimination:

The College and the County, in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, and Section 505 of the Rehabilitation Act of 1973, do not discriminate on the basis of race, color, national origin, religion, sex, age or handicap in any policies, procedures or practices.

XI. Assignment:

Neither party hereto shall assign its rights or obligations pursuant to this agreement without the express written consent of the other party.

XII. Rules of Construction:

The language in all parts of this agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the County or the College. Section headings in this agreement are for convenience only and are not to be construed as a part of this agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XIII. Entire Agreement:

This agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreement promises, negotiations or representations relating to the subject matter of this agreement not expressly set forth herein are of no force or effect. This agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this agreement and signs the same of its own free will.

XIV. Governing Law:

This agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

XV. Counterparts:

This agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

XVI. Severability:

The provisions of this agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XVII. Term and Termination:

1. This agreement shall be effective for a one (1) year term, commencing on the execution of this agreement by both parties and terminating one year later at which time the agreement shall automatically renew for successive one year terms thereafter. However,

this agreement may be terminated, with or without cause, by either party after giving the other party ninety (90) days advance written notice of its intention to terminate. The Director of the Medical Center is authorized to initiate termination on behalf of the County. However, any such termination by the County shall not be effective, at the election of College, as to any Student who at the date of mailing of said notice was participating in the clinical learning experience until such Student has completed the Program for the then current academic term.

2. Any written notice given under this Section XVII shall be sent, postage prepaid, by certified mail, return receipt requested, to the following person(s), as the case may be:

ARROWHEAD REGIONAL MEDICAL CENTER

400 North Pepper Avenue
Colton, CA 92324
Attention: Director, Medical Center

RIVERSIDE COMMUNITY COLLEGE

4800 Magnolia Avenue
Riverside, CA 92506
Attention: Department Chair, Associate Degree, Nursing

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8

Date: December 14, 2004

Subject: Service Level Contract with County of Riverside

Background: Telephone technology service at the Ben Clark Training Center is provided by Riverside County Information Technology (RCIT.) RCIT recently developed a Service Level Contract to assist in understanding, planning and budgeting for this service. This new contract is for the term of July 1, 2004 to June 30, 2005 at an estimated cost of \$12,192 (actual cost to vary with usage). Funding Source: General Fund

This Service Level Contract with the County of Riverside is a low risk activity and risk management provisions are adequate. The contract has been reviewed by Sylvia Thomas, Associate Vice President, Instruction and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees ratify the Service Level Contract with Riverside County Information Technology for Ben Clark Training Center at an estimated cost of \$12,192 for the term of July 1, 2004 to June 30, 2005 and authorize the Vice President, Administration and Finance or designee to sign the contract.

Salvatore G. Rotella
President

Prepared by: William Vincent
Associate Dean, Public Safety Education and Training

SERVICE LEVEL CONTRACT
BETWEEN COUNTY OF RIVERSIDE
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement is made and entered into the ____ day of _____, 2004 by and between the County of Riverside ("COUNTY") and Riverside Community College District ("CLIENT").

The parties agree as follows:

1. Documents Made Part Of This Contract:

This Contract is comprised of the following documents:

- (A) This Contract;
- (B) EXHIBIT A – TERMS OF REFERENCE;
- (C) EXHIBIT B – ADDENDUMS;

ADDENDUM CV00 (Voice Communications)

All of these documents are attached to this Contract.

2. Services to Be Provided:

COUNTY shall provide CLIENT with the services described in:

Addendum	Service Summary
CV00	Voice Communications

3. Payment:

A. CLIENT shall pay COUNTY for these services as described in:

Addendum	Service Summary	Amount
CV00*	Voice Communications	\$ 12,192
	Total Annual Service Charges	\$ 12,192

* The amount listed for this service is an estimate and will vary with actual usage

B. COUNTY shall invoice CLIENT for payments due. CLIENT shall make payment to COUNTY no later than 30 days after receipt of invoice.

4. Term and Termination:

- A. The term of this Contract shall be as stated in the Terms of Reference. Following that term, the Contract shall automatically renew on an annual basis for up to four (4) additional years. Any rate changes shall be stated in a change control document signed by both parties.
- B. Either party may terminate this Contract or any individual addendum at any time, with or without cause, upon 30 days written notice to the other party.
- C. In the event of termination by CLIENT, COUNTY shall be entitled to compensation for all services rendered prior to the effective date of the termination.

5. Client Representative:

The following person shall be CLIENT'S designated representative for this Contract:
_____. This person shall be authorized by CLIENT to make all decisions in connection with the services to be provided by COUNTY under this Contract.

6. Security:

CLIENT shall take all necessary actions and precautions to protect the security of COUNTY systems. COUNTY shall have the right to immediately discontinue CLIENT'S access to any COUNTY system if CLIENT does not comply.

7. Changes:

For any changes within the general scope of the services to be provided under this Contract which do not significantly increase the total cost (beyond that expected for these types of services), the parties shall sign a "change control document" which states all changes in prices or services. This document shall be signed by the COUNTY Information Technology Department Head and the required CLIENT representative.

8. Insurance:

COUNTY maintains self-insurance programs for the following types of coverage:
(a) Workers compensation as required by California law;
(b) Commercial general liability; and
(c) Vehicle insurance.

9. Limitation of Liability:

- A. COUNTY'S entire liability to CLIENT for any damage incurred by CLIENT related in any way to this Contract shall be limited to the actual direct damage incurred by CLIENT not to exceed the total paid by CLIENT to COUNTY under this Contract during the prior one year period. COUNTY shall not be liable for any consequential, special or incidental damages, including but not limited to any damages for lost profits, lost revenue, lost data, lost use, lost software or business interruption, even if COUNTY has been advised of the possibility of such damages.
- B. COUNTY shall provide only those services stated in this Contract. Beyond what is specifically stated in this Contract, COUNTY does not otherwise warrant that it will meet CLIENT'S needs or expectations.

10. Force Majeure:

Either party shall be excused from performance under this Contract for any period of time that party is prevented from fulfilling its obligations as a result of an act of God, war, natural disaster,

earthquake, terrorist act or threat, civil disobedience, power outage, computer failure, court order, labor dispute, or other cause beyond that party's control.

11. Miscellaneous:

- A. This Contract constitutes the entire agreement between the parties regarding the services to be provided by COUNTY. This Contract may not be modified or altered without a written document signed by both parties.
- B. COUNTY and CLIENT shall at all times be acting in independent capacities. There shall be no agency, employment or similar relationship between the parties. Neither party shall have the authority to bind the other party with respect to third parties or in any other manner.
- C. This Contract shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Contract shall be filed only in the Superior Court for the State of California located in Riverside, California. Prior to the filing of any legal action related to this Contract, the parties shall be obligated to together attend a formal mediation session (with a neutral mediator) to attempt to resolve the dispute.
- D. Either party's failure to enforce strict performance of the terms of this Contract shall not constitute a waiver by that party of any subsequent or other breach of that term.
- E. If any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable, and then the remaining provisions of the Contract shall continue in full force and effect.
- F. This Contract may not be assigned without the prior written consent of the other party.

COUNTY OF RIVERSIDE ("COUNTY")

By: _____ Dated: _____
Chairman, Board of Supervisors

ATTEST: By: _____ Dated: _____
Nancy Romero, Clerk of the Board

Riverside Community College District ("CLIENT")

By: _____ Dated: _____
Name and title:

ATTEST: By: _____ Dated: _____

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EXHIBIT A – TERMS OF REFERENCE

ROLES AND RESPONSIBILITIES

It is critical for the success of any service contract that all parties understand their roles and responsibilities in the service delivery process. This section of the Service Level Contract (SLC) defines the specific roles and responsibilities of the various parties to this contract. Detailed services for each Information Technology (IT) division are attached as addenda.

Based on local circumstances, roles may be appropriately modified. In order that all parties share the same expectations, any modifications that may be required will be documented as addenda to this contract.

Information Technology Role:

- Perform duties as set forth in the service level contract and addenda.
- Keep servers current and operational with respect to product life cycle, by following county adopted standards.
- Provide Enterprise services on the County's behalf.
- In the event of a planned service upgrade, provide prior notification.
- In the event of a planned outage for maintenance purposes, provide notification five business days prior to the outage.
- In the event of unanticipated outages, provide notification to the CUSTOMER liaison within 15 minutes of any known outage. Updates to notifications will occur at 60-minute intervals until the problem is resolved.

Customer Role:

- Provide customer liaison(s) for support and service management.
- Provide training on procedures and use for new end-users of the system.
- Authorize appropriate accounting structure for billing purposes.
- Request service using the County IT Call Center at (951) 955-9900 or direct on-line access.
- CUSTOMER agrees to have IT review all proposals that utilize or involve the services that are provided via this SLC.

ADDITIONAL SERVICES

The IT Department shall not perform services requested by CUSTOMER which are not included as part of this SLC without a written agreement from CUSTOMER.

CHANGE ORDER ADMINISTRATION

Any modifications to the specifications in the addendums shall require execution of a written change order by both parties to this contract ("Change Order Form") which shall substantially conform to the format of the document attached hereto. Each Change Order complying with this section shall substantially conform to the format of the applicable statement of work specified in the addendums and will become part of this contract.

CHANGE ORDER FORM

Change order no. _____ to SLC No. _____

IT shall complete this form upon a change request from Customer. Each section may be as long or short as the circumstances require. Additional pages may be attached as necessary.

1. Describe changes, modifications, or additions to the services.

2. Modifications, clarifications or supplements by IT or Customer to description of desired changes or additions requested in Section 1 above.

3. Necessity, availability and assignment of requisite IT personnel and/or resources to make requested modifications or additions.

4. Impact on costs, delivery schedule and other requirements.
 - a) Changes in costs

 - b) Changes in schedule

 - c) Changes to any other requirements

Change Order Is:

_____ Approved and Accepted

_____ Rejected

Signature of Executive Sponsor

Date

Print Name

Signature of Deputy CIO

Date

Print Name

PRICES AND TERMS OF PAYMENT

Prices set forth on the SLC apply to the initial term of one year. The IT Department will advise CUSTOMER at least thirty (30) days prior to the expiration of a term of the prices applicable to the subsequent term. Each invoice is due net thirty (30) days from the invoice date.

SECURITY

CUSTOMER has the responsibility to adhere to the County Enterprise Information Systems Security Policy as approved by the County Board of Supervisors. In the event of a breach of security, the County Chief Information Security Officer and associated staff will take all measures necessary to secure County resources and the CUSTOMER will be responsible for the related costs.

PROBLEM NOTIFICATION AND RESPONSE TIME

Problem notification will come from CUSTOMER liaison(s). The CUSTOMER can add a Trouble Ticket or Service Request directly into the REMEDY Plus system through the Riverside County Intranet or call the IT Call Center at (951) 955-9900. The REMEDY Plus system assigns your call a number and generates an e-mail to you with the ticket number.

If your call cannot be resolved immediately, an assigned technician will call you back based on the Call Back schedule found in the individual Service Addendums that are part of the SLC.

TROUBLE TICKETS

A Trouble Ticket is defined as *an issue that impacts any customer due to a failure in a system that was previously working*. To initiate support, the CUSTOMER adds a Trouble Ticket directly into the REMEDY Plus system or calls the IT Call Center at (951) 955-9900.

Trouble Ticket Call Backs

Priority	Definition	Call Back Time
Low	Component/service is unusable; bypass or work around is possible with no operational impact; non-critical; deferred maintenance acceptable	1 working day + 2 hours
Medium	Component is down/degraded; service is unusable or difficult to use; non-critical but restricted function; some operational impact	1 working day
High	System component is down; service is unavailable; critical impact; alternative or bypass is unavailable	2 hours
Urgent	Critical System component is down; service is unavailable; critical impact; alternative or bypass is unavailable	1 hour

Any individually contracted performance criteria will be detailed within the service division's addendum.

SERVICE REQUESTS

A Service Request is defined as a request for a new service or new access to an existing service. To request a service, the CUSTOMER adds a Service Request directly into the REMEDY Plus system or calls the IT Call Center at (951) 955-9900.

Service Request Call Backs

Priority	Definition	Call Back Time
Low	Minimal operational impact	5 working days
Medium	Operational impact to end user productivity	4 working days
High	Operational impact to production system	2 working days
Urgent	Operational impact to <i>critical</i> production system	1 working day

Any individually contracted performance criteria will be detailed within the service division's addendum.

ESCALATION

If the above performance criteria are not met, the trouble ticket/service request will be escalated and a notification will be sent to the associated service group manager for resolution. If the Call Back still has not been made, a second notification will be sent to the Information Technology Division Information Technology Officer (ITO). Continued lack of response triggers a third escalation to the Chief Technology Officer (CTO) and finally to the Chief Information Officer (CIO) within the timeframes set forth by IT.

SERVICE UPGRADE/OUTAGE NOTIFICATIONS

In the event of a planned service upgrade, prior notification will be required.

In the event of unanticipated outages, your liaison will be notified within 15 minutes of any known outage. Updates to notifications will occur at 60-minute intervals until the problem is resolved. In the event of a planned outage for maintenance purposes, notification will be given five business days prior to the outage.

INITIAL TERM AND RENEWAL

This Service Level Contract shall have an initial term of one (1) year. The IT Department shall furnish CUSTOMER a new Service Level Contract at least thirty (30) days prior to the anniversary date of the commencement of Maintenance Services.

EFFECTIVE PERIOD

The terms of this contract are effective as of:

Begin Date: July 1, 2004
End Date: June 30, 2005

Any modifications to this contract must first be agreed upon by IT and the CUSTOMER then an IT Change Order form must be executed and signed by an officer of each department.

The CUSTOMER will be given the opportunity to renew contractual services during the quarter prior to fiscal year 2005-2006 with fee modifications as set forth by the County of Riverside Board of Supervisors.

CANCELLATION POLICY

For the life of the contract, CUSTOMER may not reduce the level of service in which IT has made any third party purchases on CUSTOMER'S behalf.

Upon receipt of this contract, CUSTOMER has up to thirty (30) days to authorize and accept the contract. If authorization is not obtained, IT may discontinue any services being extended to CUSTOMER.

EXHIBIT B - ADDENDUMS

ADDENDUM CV00 (Voice Communications)

Customer: **Riverside Community College District**
Service Agency: **Information Technology - Communications Bureau**
Service: **Voice Communications**

SUMMARY OF SERVICES

The Information Technology Department (IT) will provide full support services for Telephone under the following terms:

Services Provided

Communications Planning and Engineering

1. Develop and manage wiring/installation standards.
2. Documentation management.
3. Change control management.
4. Problem resolution and coordination 2nd and 3rd level support.
5. Maintain voice infrastructure to telecommunications standards.
6. Research and development for deployment within the County of Riverside.

Communications Systems Coordination

1. Provide customer service as a single point of contact to clients and direct all activities related to a communications request or inquiry.
2. Serve as First-Point-of-Contact (FPOC) for initiating service requests.
3. Investigate and resolve customer billing issues, both internal and external.
4. Manage communications projects not requiring the specialization of a communications engineer.
5. Attend quarterly meetings with customers to maintain a current forecast of communications requirements/projects.
6. Maintain and update customer records.
7. Write work orders for in-house technicians as well as to telephone companies.
8. Design special communications applications using standard and non-standard software and hardware.
9. Interface with the engineering and technician support staff to coordinate due dates.
10. Interface with local telephone companies to ensure accurate, cost effective and timely installations of telephone company-provided services/equipment.
11. Provide end-user initial training.

Systems Analysis

1. Provide 24 X 7 alarm monitoring on over 23,000 phones and over 300 T-1 circuits containing 7,200 trunks, 300 analog trunks and 200 PCM links.
2. Work on all severe outages or critical and persistent problems relating to the County of Riverside enterprise network communications systems.
3. Maintain the integrity of all network circuits such as T-1's, tie lines, PCM links and trunks.
4. Monitor traffic on voice network and adjust networking trunks to reflect customer's requirements.
5. Determine the health of all systems daily at every site for possible traffic congestion.
6. Review switch history, monitor clocking and synchronization and make appropriate changes.
7. Perform safety back-ups of all systems on a quarterly basis.
8. Evaluate all new products and systems.

Communications Technical Support

1. Troubleshoot and repair all reported telephone troubles relating to telephones, any ancillary equipment and infrastructure.
2. Meet with customer to clarify any discrepancies on work order requests.
3. Provide 24 X 7 on-call emergency services.
4. Provide end-user training.

Conditions of Service

- All customer service request costs will be reflected in the monthly billing invoice provided by Information Technology Accounting.
- Monthly telephone call costs will be reflected in the billing invoice provided by Information Technology Accounting and will vary on customer's usage.
- All overhead paging, Board of Supervisors speakers, security and related equipment are not under a maintenance agreement at this time. Time and Material billing rates will apply for all service and maintenance calls.
- All third party services and costs will be billed directly to the customer.

System Availability

The Voice Network will be available to end-users **24 X 7**, 365 days a year.

Performance

Customer Satisfaction	
Definition	Ratings against customer defined objectives that measure the satisfaction of the end users with the consulting services.
Requirement	Surveys will be provided to identified key client personnel.
Defect Threshold	>=3.5 on a scale of 5.0.
Calculations	Number of customers surveyed with a very satisfied or satisfied rating / total number of customer surveyed *100 = "Service Level Attained".
Measurement Interval	Survey may be conducted at major milestones and at conclusion of service.
Data Sources	IT Customer Survey.

For the purposes of measuring performance, **standard business operational hours are 7:00 a.m. to 5:00 p.m.** on county business days.

Metrics are gathered on a monthly basis and submitted to the CIO each quarter. Reported metrics show target and actual figures for each month.

Support Services and Contact Procedures

The IT Communications Bureau provides support for all service interruptions. End-users can contact the Communications Bureau by:

1. Submitting a **Trouble Ticket** in Remedy as described in the Terms of Reference,
2. Calling (951) 955-9900 or,
3. Sending an email to ITCOMM-HELP@co.riverside.ca.us

For custom services:

1. Submit a **Service Request** in Remedy as described in the Terms of Reference,
2. Call (951) 486-7700 or,
3. Send an email to ITCOMM-SERVICE@co.riverside.ca.us

Support Hours for Trouble Tickets and Service Requests:

<p>Communication Engineering Services - 7:00 AM to 5:00 PM</p> <ul style="list-style-type: none"> ▪ Telecommunication Infrastructure Design & Installation ▪ Building Design Consulting 											
<p>Communication Installation Services - 7:00 AM to 5:00 PM</p> <ul style="list-style-type: none"> ▪ Telephone Systems installation ▪ Telephone System feature configuration ▪ Telephone service moves ▪ Telephone service adds ▪ Telephone service changes ▪ Ancillary telecommunication equipment – to include Voicemail and Auto-Attendants 											
<p>Communication Coordination Services - 7:00 AM to 5:00 PM</p> <ul style="list-style-type: none"> ▪ First-Point-of-Contact (FPOC) for requesting service, call the Communications Bureau at (951) 486-7700. ▪ Write work orders for in-house technicians as well as to Service Providers companies ▪ System configuration and design 											
<p>Communication Repair Services – 6:00 AM to 6:00 PM</p> <ul style="list-style-type: none"> ▪ First-Point-of-Contact (FPOC) for reporting and resolution of trouble tickets, call the Communications Bureau Help Desk at (951) 955-9900. ▪ Telephone System equipment troubleshooting and repair ▪ Telephone System feature troubleshooting and repair ▪ Ancillary telecommunication troubleshooting and repair 											
<p>Communication Emergency Repair Services - 24 X 7</p> <ul style="list-style-type: none"> ▪ Mission critical equipment ▪ Mission critical services ▪ Non-Mission Critical Services will be billed on an overtime time and material rate 											
<p><u>PRIORITY RESPONSE/COMPLETION FOR REPAIR ISSUES:</u></p> <table border="1"> <tr> <td>LOW</td> <td>4 hour response & 2 business days complete</td> </tr> <tr> <td>MEDIUM</td> <td>4 hour response & Next business day complete</td> </tr> <tr> <td>HIGH</td> <td>2 hour response & Next business day complete</td> </tr> <tr> <td>URGENT</td> <td>1 hour response & Same business day complete (overtime rates apply)</td> </tr> <tr> <td>**Note**</td> <td>Excludes 3rd party response times to service outages</td> </tr> </table>		LOW	4 hour response & 2 business days complete	MEDIUM	4 hour response & Next business day complete	HIGH	2 hour response & Next business day complete	URGENT	1 hour response & Same business day complete (overtime rates apply)	**Note**	Excludes 3 rd party response times to service outages
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URGENT	1 hour response & Same business day complete (overtime rates apply)										
Note	Excludes 3 rd party response times to service outages										

Services not included in this Contract

- Project management.
- Attend project meetings with Facilities Management, departments and contractors.
- Design the external and internal cabling infrastructure, including fiber for all new and existing County-owned or leased buildings.
- Design the communications room and determine requirements for room layout, power, air conditioning, racks and conduit requirements.
- Develop site plans for communications cable routes and drop locations.
- Procure contract labor and manage activities for cabling projects.
- Resource to the coordination staff.
- Development of Requests for Proposal (RFP) and Requests for Quote (RFQ).

CUSTOMER RESPONSIBILITIES

While IT provides the telephone services as outlined above, it is necessary for the customer to provide certain information and resources as follows:

- Understand how the department functions with relationship to communications.
- Act as the department's "First Point of Contact (FPOC)" for any questions regarding the design of phones, use of features, or applications programmed specifically for their department.
- Provide IT Communications with clear, accurate service order requests in a timely manner.
- Disseminate important communications-affecting information to all departmental employees.
- Collect and report all repair calls to IT Communications.
- Collect telephone directory update information for White Page and County of Riverside directories.
- Review telephone bills.
- Schedule or provide end-user training.
- Obtain and provide floor plans and identify jack locations.
- Collect end-user database information.

COST OF SERVICE

Service Rates

For reference and budget planning purposes only, the following Board Approved Rates are listed. Please see the detailed costs in the Price Breakdown Section for the IT Services that you have selected to receive.

Voice Communications		FY04/05 Rate Schedule	
ITEM	SERVICE	UNIT	COST
1	Telephone Moves, Adds, Changes or Special Requests, Coordination and Engineering fees.	per hour	\$ 75.00
		per overtime hour	\$ 90.00
2	AA per port	per device per month	\$ 54.00
3	ACD	per device per month	\$ 270.00
4	ACD Digital Display	per device per month	\$ 78.50
5	ADN	per device per month	\$ 1.75
6	Amplified Handsets	per device per month	\$ 3.50
7	Analog Bridged	per device per month	\$ 9.00
8	Analog w /Instrument	per device per month	\$ 19.00
9	Automated Call Sequencing	per device per month	\$ 135.00
10	CCM	per device per month	\$ 225.00
11	IVR per port - Old IVR System	per device per month	\$ 320.00
12	IVR per port - New IVR System	per device per month	\$ 250.00
13	Application Link	per device per month	\$ 300.00
14	Digital D36, 561, 661, 203, 213	per device per month	\$ 26.00
15	Digital D562, 662	per device per month	\$ 27.00
16	Digital 203A, 213A	per device per month	\$ 30.00
17	Digital 203B, 213B	per device per month	\$ 34.75
18	Digital D12, 531, 631, 202, 212	per device per month	\$ 25.25
19	Digital D8, 501, 601, 201, 211	per device per month	\$ 23.50
20	External Call Forwarding	per device per month	\$ 4.50
21	Free Sets	per device per month	\$ 54.00
22	Hunt Group	per device per month	\$ 2.25
23	Off Premise Extension	per device per month	\$ 76.50
24	Operator Work Stations	per device per month	\$ 245.70
25	Security Analog Phone	per device per month	\$ 27.00
26	Single Port-Analog	per device per month	\$ 17.00
27	Telephone Adapters	per device per month	\$ 31.50
28	Telephone-Norstar	per device per month	\$ 14.75
29	VMS	per device per month	\$ 10.75
30	Voice Form	per device per month	\$ 36.00
31	Voice Paging/FAX	per device per month	\$ 15.75
32	Voice Referral	per device per month	\$ 27.00
33	VoIP Desk Instrument	per device per month	\$ 31.50
34	Phone upgrade from 5XX digital phone to 2XX digital phone	per device	\$ 180.00
35	Phone upgrade from 6XX digital phone to 2XX digital phone	per device	\$ 100.00
36	Phone upgrade from 2XX digital phone to 2XX digital phone	per device	\$ 100.00
37	CTI	per desktop per month	\$ 100.00
38	Voicemail Password Changes next business day	per change	\$ 5.00
39	Voicemail Password Changes same business day	per change	\$ 10.00
40	Voicemail-Norstar	per device per month	\$ 10.75

Price Breakdown

The following detailed services are an estimate based on current equipment installations and usage. Actual services will be billed to Riverside Community College District each month.

Customer: RIVERSIDE COMMUNITY COLLEGE DISTRICT
Date Information Provided: 07/27/2004
Date Complete: 07/27/2004

Voice Communications		RIVERSIDE COMMUNITY COLLEGE DISTRICT - FY04/05 Price Breakdown Chart					
ITEM	SERVICE	RATE	SERVICE LOCATION		TOTAL UNITS	MONTHLY	ANNUAL
			RIV				
8	Analog w/Instrument	19.00	1		1	19.00	228.00
14	Digital D36, 561, 661, 203, 213	26.00	16		16	416.00	4,992.00
18	Digital D12, 531, 631, 202, 212	25.25	3		3	75.75	909.00
26	Single Port-Analog	17.00	3		3	51.00	612.00
29	VMS	10.75	19		19	204.25	2,451.00
Total Estimated Monthly Cost based on Current Services:						\$ 766.00	\$ 9,192.00
	ESTIMATED Call Charges (ERICSSON System Only)		\$ 250.00		\$ 250.00	\$ 250.00	\$ 3,000.00
Total Estimated Monthly Cost based on Current Average Activity:						\$ 250.00	\$ 3,000.00
Total Monthly Estimate:						\$ 1,016.00	\$ 12,192.00
Date Information Provided: 07/27/2004							

BILLING INFORMATION

Billing for **Voice Communications Services** provided to the **Riverside Community College District** covered under this contract will be generated during the month following the date of service.

Fixed Total: \$ 0.00
 Monthly Total (estimated): \$ 1,016.00
 Time and Materials: Per customer request

A County of Riverside Department of Information Technology invoice will then be forwarded to the **Riverside Community College District** for all billed services at the end of the billing month or the end of the month following the date of service. Each invoice is due NET 30.

Purchase Order information must be furnished by the **Riverside Community College District** prior to any work being initiated.

Billing Definitions

Fixed Total: A one-time charge billed during implementation or a recurring charge that does not change.
 Monthly Total: Allocation of annual charges per month.
 Time and Materials: Labor and parts based on service requests or work orders.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-9-a

Date: December 14, 2004

Subject: Agreement between Riverside Community College District and San Francisco Community College District (SFCCD)

Background: For the Board's review and consideration is an agreement between San Francisco Community College District and RCCD. SFCCD has extended to RCCD a grant from the California State Department of Education (Resolution 040429-B8), to operate a California Mentor Program for Early Childhood professionals. The Mentor Program will provide funding for RCCD to place Early Childhood Studies interns in practicum experiences in community early childhood programs. The term of this agreement shall commence on September 1, 2004 and terminate on June 30, 2005. Funding source: No cost to District.

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 ratify the agreement with San Francisco Community College District for RCCD to operate a California Mentor Program for Early Childhood professionals for the period September 1, 2004 to June 30, 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
and Shari Yates
Assistant Professor, Early Childhood Studies

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

AGREEMENT

CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

This Agreement, dated for reference purposes only, September 1, 2004, is entered into by and between: the San Francisco Community College District (SFCCD), hereinafter known as the "District" on behalf of its California Early Childhood Mentor Program hereinafter known as the "Mentor Program" and Riverside Community College/Riverside Community College District, hereinafter known as "Contractor".

This agreement is entered into pursuant to San Francisco Community College District Board of Trustees Resolution No. 040429-B8.

Appropriation or Grant Number 93:575

Recitals:

Whereas, the San Francisco Community College District has applied for and has received a grant from the California State Department of Education (Resolution 040429-B8) for the purposes of operating a Mentor Program; and

Whereas, the SFCCD has received authorization from its Board of Trustees to enter into agreements with California community colleges to provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

Now, therefore, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on September 1, 2004 and terminate June 30, 2005 except as otherwise set forth in this agreement.
2. **SERVICES TO BE RENDERED BY CONTRACTOR:** The services to be rendered are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.
3. **PAYMENT:** Invoice to be submitted and payment as a stipend to be made by District to Contractor shall be as set forth in Attachment A.
4. **INDEPENDENT CONTRACTOR:** The parties agree that with regard to this Agreement, Contractor is an independent contractor and not an employee of the District.

Any terms in this Agreement or its attachments referring to direction from the District shall be construed as providing for direction as to policy and the result of work only, and not as to the means by which such a result is obtained.

5. **EXPENSES FOR EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** Contractor shall supply, at no cost or charge to District, all equipment, tools, materials, and/or supplies to accomplish the services agreed to be performed unless otherwise provided in this agreement; District shall not be liable to Contractor for any expenses paid or incurred by Contractor not provided for in this agreement unless otherwise agreed to in advance in writing.

6. **ASSIGNMENT:** Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.

7. **TERMINATION:** District may terminate this Agreement for District's convenience and without cause at any time by giving the other parties written notice of such termination. The notice shall specify the date upon which the termination becomes effective. In the event of such termination, Contractor shall be paid for his/her services that have been performed to the satisfaction of the District under this Agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.

8. **WRITTEN NOTICE:** All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties.

Any party by a written notice to the other parties may change the address of notice or the names of the persons or parties to receive written notice.

9. **GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in San Francisco.

10. **SEVERABILITY:** If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

11. **NON-WAIVER:** The failure of any party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. **NO AUTHORITY TO BIND DISTRICT:** Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create the relationship of agent, servant, employee, partnership or joint venture with the District.

13. **AMENDMENTS:** No amendment to this Agreement shall be effective unless it is in writing and signed by all parties.

14. **CONFLICT OF INTEREST:** Contractor states that it is familiar with provisions of Section 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information.

15. **DAMAGES:** Contractor shall be responsible for any and all damages resulting in whole or in part from Contractor's acts or omissions.

16. INDEMNIFICATION: Contractor shall defend and indemnify and hold harmless the District, its officers, and/or its employees from any and all claims, loss, damage injury and liability of every kind, nature and description including those from or on behalf of employees of the Contractor, arising directly or indirectly from Contractor's performance of this Agreement, including but not limited to, the use of facilities or equipment provided by District or others, regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on District, its officers, and/or its employees except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such claim, loss, damage, injury or liability is the result of the sole negligence or sole willful misconduct of District, its officers, and/or its employees.

Contractor specifically acknowledges and agrees that it has an independent obligation to defend the District, its officers, and/or its employees from any claim which actually or potentially falls within this indemnification provision even if such claim is or may be groundless, fraudulent or false.

Contractor's obligations under this section 16 shall survive the termination of this Agreement.

17. COMPLIANCE WITH LAWS AND REGULATIONS: Contractor shall keep informed of all laws and governmental regulations that may affect its obligations. It shall observe and comply with, and shall cause all its agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to be performed under this Agreement.

18. LIABILITY OF DISTRICT: District's obligations under this Agreement shall be limited to the payment of the compensation as provided for in Section 3 of this Agreement but shall also include activities as provided for in Attachment A. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

19. NON-DISCRIMINATION CLAUSE:

(a) During the performance of this Agreement, District and Contractor 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, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. District and Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. District and Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, 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 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full. District and Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

20. ENTIRE AGREEMENT/MODIFICATION: This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate on the date specified immediately adjacent to their signatures below.

"District"

"Contractor"

By: _____

By: _____

Signature of SFCCD person authorized to execute Agreement.

Signature

Print Name: Peter Goldstein
Title: Vice Chancellor of Administration and Finance

Print Name: James L. Buysse
Title: Vice President, Administration and Finance
Riverside Community College

District

Address: 4800 Magnolia Avenue
Riverside, CA 92506

Date: September 1, 2004

Date: _____

Recommended By:

Signature _____

Print Name: Linda Olivenbaum
Title: Director, California Early Childhood Mentor Program

Address: 50 Phelan Avenue
San Francisco, CA 94112

Date: September 1, 2004

Approved as to Form by: Ronald Lee, General Counsel



Attachment A
Riverside Community College/ Riverside
Community College District
September 1, 2004 – June 30, 2005

- A. San Francisco Community College District on behalf of the California Early Childhood Mentor Program shall provide the following resources for implementation of the Contractor's program; subject to the District's approval:
1. Updated materials and assistance to facilitate implementation of the program including a *Program Manual*, an In-Service Training Resource Guide, reporting forms and one-on-one technical assistance.
 2. Travel expenses for the Contractor's Local Coordinator to attend two statewide meetings to discuss program elements, the status of implementation and materials. Travel expenses must be within state guidelines and limits as specified in the *Program Manual* (Section 4-E) as may reasonably be revised by the District.
 3. \$3168 for instructional costs related to the offering of a Mentor Seminar, a Director Seminar, and a Mentor Teacher/Adult Supervision Course as currently described in the *Program Manual* (Section 3-A) and as may reasonably be revised by the District.
 4. \$3,200 for the Contractor's Local Coordinator to implement and develop the program, arrange for the course offering, recruit prospective Mentors, appoint a Selection Committee, coordinate the selection process, place student teachers with Mentors and approve Post-Practicum, Individual Student Mentoring, Mentoring Record and Director Placements. The Contractor's Coordinator may be paid directly by the San Francisco Community College District in the sole discretion of the District. The District reserves the right to withhold and/or reduce the Coordinator payment if responsibilities listed in Section B are not fulfilled in a timely manner.
 5. Up to \$2,000 for a \$200 honorarium per person for up to 10 Selection Committee Members to review candidates' applications, visit and evaluate candidates' teaching practices and classroom environment with the appropriate Harms and Clifford scale, review documentation of administrative expertise, check references and make final decisions on qualified classroom Mentors and Director Mentors. Committee Members may be paid directly by the San Francisco Community College District in the sole discretion of the District.
 6. Full stipend support for 8 Mentors, or, in the case where the Coordinator chooses to select Mentors in addition to this total number, \$8,640 in stipend support to be allocated by the Local Coordinator. All stipends will be paid directly by the San

Francisco Community College District and calculated according to the formula and procedures currently described in the *Program Manual* (Sections 4-J, 6-O, 6-CC, 6-DD, 6-SS, 6-TT) and as may reasonably be revised by the District.

7. 0 Post-Practicum Stipend(s) to support Mentors for continued mentoring of protégés who were former practicum students placed with Mentors.
 8. 1 Director Mentor Stipend(s) to support Director Mentors for continued mentoring of protégé directors.
 9. 1 Individual Student Mentoring Contract(s) to support pairing a Mentor with an Early Childhood Education student for non-course based contact time.
 10. 45 Mentoring Record Hour(s) to support Mentors as they take on increased leadership roles in their colleges and communities.
 11. \$1,200 for materials for Mentors (books, Harms and Clifford scales, instructional materials, etc.). Coordinators may be reimbursed directly by the San Francisco Community College District in the sole discretion of the District, or through their local college.
 12. \$150 for printing and copying costs for program implementation or Mentor materials. Coordinators may be reimbursed directly by the Mentor Program at City College of San Francisco or through their local college.
- B. Contractor as a college agrees to designate a Local Coordinator. The Coordinator shall be responsible for the following activities:
1. Recruiting qualified childcare providers and directors from the community who may be interested in becoming Mentors.
 2. Adhering to the Policy on the Mentor Option in Campus Labs as currently described in the *Program Manual* (Section 4-I) and as may reasonably be revised by the District.
 3. Enrolling teachers and providers in the Mentor Teacher/Adult Supervision Course, based on the syllabus provided in the *Program Manual* (Section 3-D) and as may reasonably be revised by the District. The Contractor as a college agrees to enroll students and to issue credit. The Contractor also agrees that it will accrue no ADA when instructional costs are reimbursed. Students pay tuition if they are receiving credit.
 4. Modifying and distributing Mentor applications, and establishing appropriate application deadlines as currently described in the *Program Manual* (Sections 6-B, 6-C, 6-EE) and as may reasonably be revised by the District.
 5. Appointing a Selection Committee of up to 10 members. The Selection Committee shall include community college instructors, center directors, teachers and other

child care practitioners who represent all sectors of the regional child development community (e.g., Head Start, preschool, subsidized, nonprofit).

6. Training Selection Committee Members in the use of the Harms and Clifford scales: the Early Childhood Environment Rating Scale-Revised (ECERS-R), the Infant/Toddler Environment Rating Scale-Revised (ITERS-R), the School-Age Care Environment Rating Scale (SACERS), and Family Day Care Rating Scale (FDCRS).
7. Scheduling meetings for the Selection Committee to review Mentor applications, evaluate applicants' centers or classroom sites, and to make final selections by June 1.
8. Writing letters to all applicants informing them of final decisions.
9. Petitioning the District in writing that Mentor pool size be increased in an academic year. In such cases, determination will be made by Mentor Program staff based on current statewide allocations and student placement rates at the local college.
10. Maintaining eligibility requirements for Mentor Teachers in accordance with program policy as currently described in the *Program Manual* (Section 3-A) and as may reasonably be revised by the District.
11. Maintaining eligibility requirements for Director Mentors in accordance with program policy as currently described in the *Program Manual* (Section 3-A) and as may reasonably be revised by the District.
12. Placing students with Mentors, acting as intermediary between the student and Mentor, and monitoring the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s).
13. Overseeing student placements with Mentors to ensure only one student will be in the Mentor's classroom at a time.
14. Keeping records on each Mentor's placement history, student evaluations of the Mentor, the Mentor's application and re-certification, and stipend amounts. Keeping comparable records for each Director Mentor.
15. Providing the District with official course outlines for all courses in which students may be placed with Mentors.
16. Offering a 1-2 unit monthly seminar or continuing course for Mentors to combine informal discussion of issues they confront in supervising student teachers with further study of supervision issues, leadership and mentoring skills.
17. Offering a 1-2 unit monthly seminar or continuing course for directors to study administrative issues, quality improvement strategies, leadership development and mentoring issues.

18. Approving individual Mentor contracts for annual Professional Development activities.
19. Approving individual Mentor-protégé contracts for Post-Practicum placements as currently described in the *Program Manual* (Section 3-Q) and as may reasonably be revised by the District.
20. Approving Mentor-student contracts for Individual Student Mentoring as currently described in the *Program Manual* (Section 3-S) and as may reasonably be revised by the District.
21. Approving hourly Mentoring Record stipends for short-term mentoring services as currently described in the *Program Manual* (Section 3-T) and as may reasonably be revised by the District.
22. Approving individual Director Mentor-protégé director contracts for Director Placements as currently described in the *Program Manual* (Section 3-O) and as may reasonably be revised by the District.
23. Submitting authorizations to pay all stipends within 30 days following the end of the placement.
24. Supporting Mentor In-Service training activities with Mentor materials and other appropriate funding where available.
25. Providing Mentor and Director Seminar Instructors with the *In-Service Training Resource Guide* and other necessary instructional materials as supplied by the District.
26. Ensuring that instructors for the Mentor and Director Seminars are regularly evaluated in accordance with college policies.
27. Selecting eligible participants for the annual Mentor Institute.
28. Submitting orders for CECMP support materials to the District by May 15th.
29. Maintaining records of all costs and disbursements and reporting these monthly to the District in a timely and accurate manner.
30. Maintaining program data and records and reporting these quarterly to the District in a timely and accurate manner.
31. Acknowledging that the Coordinator's payment may be withheld and/or reduced if reporting is not accomplished in a timely manner.

32. Attending all required Coordinator meetings and/or being responsible for acquiring and understanding the information and materials presented at these meetings.
 33. Promoting the program on campus and in the community.
 34. Facilitating program evaluation.
 35. Working within the college's administrative procedures to institutionalize the Mentor Program. This includes seeking curriculum committee approval for courses, including program information in the college catalog and course schedule, and establishing load credit for practicum instructors who support placements with Mentors.
 36. Serving, if requested and willing, as a Field Trainer as currently described in the *Program Manual* (Sections 3-R, 6-OO) and as may reasonably be revised by the District.
 37. Applying for and utilizing Supplemental Support Funding for Large Area Programs if appropriate.
 38. Providing full reporting on the use of any Supplemental Support Funding as currently described in the *Program Manual* (Section 3-P) and as may reasonably be revised by the District.
 39. Providing full reporting on the use of any additional funding granted for use in the provision of local Director Mentor Institutes.
- C. Contractor will designate an instructor who will be responsible for teaching the Mentor Course, a 2-unit course on adult supervision skills for Mentor candidates, based on a course syllabus included in the *Program Manual* (Section 3-D) and as may be reasonably revised by the District.
- D. Contractor shall insure that Classroom Mentor candidates shall complete the following requirements in order to be considered for selection:
1. A college level early childhood training program that included an early childhood practicum supervised by a college instructor for credit. Candidates must submit a transcript proving completion of this requirement
 2. The two-unit Mentor Course, as described in Sections B.3 and C in this Attachment.
 3. Two years of experience as a classroom teacher or family childcare provider.
 4. Eligibility for the Master Teacher Level, or higher, of the California Child Development Permit.

5. The Mentor Application, *Program Manual* (Section 6-B), which includes information on the candidate's educational background and experience, a personal statement, a transcript proving completion of the practicum as part of her/his early childhood education and the Harms and Clifford rating sheet from her/his self-review. The Application also includes a "supervisor's agreement" to support the candidate's application and participation as a Mentor. As public elementary school teachers have their own mentoring program, they are not eligible to participate in the California Early Childhood Mentor Program.
 6. A site review of the center's NAEYC accreditation status by members of the Mentor Selection Committee and direct observation of teaching practices, or completion of a site review and self study using the appropriate Harms and Clifford Scale (ECERS-R, ITERS-R, SACERS or FDCRS).
- E. Contractor shall ensure that Director Mentor candidates shall complete the following requirements in order to be considered for selection:
1. Current or prior employment as a director or site supervisor in a child development program.
 2. Three years of experience as a director or site supervisor.
 3. Successful completion of a two-day Director Mentor Institute as currently described in the *Program Manual* (Section 3-M) and as may be reasonably revised by the District.
 4. The Director Mentor Application, *Program Manual* (Section 6-EE) which includes information on the candidate's educational background, experience, statement of program philosophy, documentation of areas of administrative expertise and references.
 5. A site review of the center's National Association for the Education of Young Children (NAEYC) accreditation status or other formal quality review process by members of the Mentor Selection Committee or completion of a site review using the appropriate Harms and Clifford Scale (ECERS-R, ITERS-R, SACERS or FDCRS). The *Administration Section* of the NAEYC Accreditation Report may also be used.
- F. Contractor agrees to provide the following resources for implementation of the program:
1. Facilities for the Mentor Teacher/Adult Supervision Course, Selection Committee training and meetings, the Mentor Seminar and the Director Seminar as currently described in the *Program Manual* (Section 3-A) and as may be reasonably revised by the District.
 2. Funds for program costs in excess of amounts provided in Section A of this agreement.

- G. *Contractor agrees that in cases where active Mentors from other Regional or Local Mentor Programs wish to apply to this college's program, acceptance and selection will be at the discretion of this college's Selection Committee based on space availability and other selection criteria.*

**Agreement between Riverside Community College District and
 San Francisco Community College District for
 RCCD to provide a
 Early Childhood Mentor Program**

Services by RCCD	Cost to RCCD	Cost to SFCCD	Amount Funded by SFCCD
Coordinating and offering adult supervision course	EAR-38 course already being offered by RCCD	0	N/A
Coordinating a committee select Mentors in the early childhood community	0	Paid by SFCC Included RCCD Coordinator stipend	\$3,200
Coordinating and developing mentoring programs	0	Paid by SFCCD Included in RCCD Coordinator stipend	
Offering seminars for Mentors and Directors	0	(EAR 39; .5 units) Paid SFCCD to RCCD (if ADA is collected RCCD)	(\$539 included in above cost of \$3200 no ADA is collected RCC)
Instruction costs for mentor seminar	0	Paid by SFCC	Up to \$3168
Travel for the RCCD Coordinator to attend statewide meetings.	Substitute for RCCD Coordinator	Paid by SFCC	Varies
Offering honoraria to Select Committee members	0	Paid by SFCC	\$2,000
Offering honoraria for Mentors working with the college mentoring program	0	Paid by SFCCD	Up to \$8,640
Providing books and other instructional materials Mentors	0	Paid by SFCCD	Up to \$1,200
Printing and copying mentor materials	0	Paid by SFCCD	Up to \$150
Total Cost			Up to \$18,358

Early Childhood Studies Department Faculty Meeting
Norco Campus Early Childhood Education Center
October 22, 2004
4:30pm – 6:00pm

In Attendance: Alicia Black, Fred Bringhurst, Sarah Burnett, Angela Calloway, Elizabeth Deal McWilliams, Kathleen DeWitt, Maria Elena Diaz, Monica Graves, Jennifer Johnston, Barbara Kirby, Cheryl Kretz, Kim Metcalfe, Alma Visser, Debbie Whitaker-Meneses, Shari Yates, and Bonita Zentgraf

I. Debbie Whitaker-Meneses - Welcome & Introductions

- a. Debbie Whitaker-Meneses gave the group a tour of the new Norco Early Childhood Education Center and then the group returned to the Adult Classroom, CDC 115 to hold the meeting.
- b. A discussion took place on the location and days/times of the meetings. It was the consensus that holding meetings at the Riverside Campus was convenient for most faculty members. It was agreed, however, that meetings should try to be scheduled at the Norco and Moreno Valley Campuses at least once a year.
- c. The group was reminded of the PITC training which is scheduled for November 6th from 8:30am – 2:30pm at Debbie Whitaker-Meneses' home. Bobbi Edwards will present information on the PITC philosophies. Preschool lab teachers have also been invited to attend this meeting so that a discussion can take place on how these philosophies can be better integrated into the Early Childhood Studies college curriculum. The ongoing PITC training presented by Marilyn Bailey will still be held on November 20th.
- d. The Annual ECS Retreat is scheduled for January 29th and 30th at a racquet Club & resort in Palm Springs.

II. Kim Metcalfe

- a. Kim Metcalfe and Mary Flyr have started working on rewriting the course outline for EAR-19-Observation Methods in ECE; to make it more comprehensive and encourage faculty input and feedback on this project. The goal is to help students have a better understanding of why observations and assessments should be included; how to do an observation in a preschool setting; how assessments and observations enrich a child's portfolio; and how these tools can help enhance the development of curriculum for individual children. As a result, two textbooks may be required.

III. Kathleen DeWitt

- a. Child Development Careers Project (CDCP) Update – Kathleen DeWitt recently attended two workshops in Sacramento where some changes to the state funded CDCP grant were discussed. Originally, the program allowed participating students eighteen months to complete the program, get a job, and become self-sufficient. This has now been extended to two years. She has brochures about the program for faculty to distribute to qualified GAIN students who are interested in teaching.

Kathleen has also developed an education plan for students in the program to earn an A.S. degree and then be ready for transfer to CSUSB.

IV. Debbie Whitaker-Meneses

- a. Last Call for PITC Training on November 6th – Please let Debbie Cazares know a.s.a.p. if you are interested in attending.
- b. Articulation agreements for the EAR-22-Careers and Programs in ECE course have been developed with Riverside and Alvord Unified School Districts. Students will complete two years of EAR-22 coursework in high school and then if they go on and complete twelve units at RCC, they will earn three units of college credit for EAR-22. Discussions have also taken place with representatives from the Corona-Norco Unified School District which is interested in articulating the EAR-20-Child Development course.
- c. The North High School Careers Academy is looking for mentors to match with students who are interested in the field of Early Childhood Education. Mentor duties require contacting the high school student at least once a month. For more information, please contact Rosalyn Anderson at North High School or email Debbie Whitaker-Meneses.
- d. Weingart Grant – Discussions are still taking place with the Los Angeles based Weingart foundation which has shown interest in our proposal to do a playground book of inclusive and non-inclusive playgrounds in the area. If the proposal is approved, RCC would provide in-kind services and produce the playground book and the Weingart foundation would provide funds to help with the purchase of inclusive preschool equipment for the Norco Campus site.
- e. The next RCC ECS Advisory Committee Meeting is scheduled for January 21, 2005 at 3:30 p.m. at the Norco Campus Early Childhood Education Center. The ECS Advisory Committee is required by Occupational Education and provides us a great opportunity to get feedback on our program. Meetings will be held every January and June.
- f. NAEYC Accreditation – We want to work on this for our lab schools and could use input from our faculty at the accreditation meetings.

- g. Flyers on professional development opportunities, such as the Careers Academy reimbursement program, are provided to faculty for distribution to their students.
- h. The Spring 2005 schedule is being finalized and faculty who are teaching will receive a letter shortly with class details. All attempts were made to schedule faculty based on course, campus, and time preferences.
- i. Some library funds are available for us to purchase videos. Please email your requests to Debbie Whitaker-Meneses.
- j. Research is being done and discussions are taking place regarding a teleconferencing/webcam system between the adult college classrooms and the lab school classrooms which would provide for direct observation and discussion in the ECS college classes. Further discussion will take place regarding this proposed system including the need for signed documents from faculty, lab teachers, and parents acknowledging that the taping would take place and that it is intended for RCC instructional purposes only.
- k. Team meetings will be held immediately after the monthly faculty meetings. This will provide an opportunity for interested faculty to stay and discuss the courses they specifically teach. The rewriting of the EAR-19 course outline will be discussed immediately following the November 19th meeting.

V. Shari Yates

- a. The Teacher Preparation Mini Conference is being held on November 6th. Flyers have been distributed for promotion to students interested in the field of teaching.
- b. **The California Mentor Project** is expanding and RCC ECS can now participate. First the item has to go before the Board of Trustees for their approval. The project allows for students to do be paired up with mentors at various lab schools in the community. On average, mentors would be paid \$1,500 per semester. There is also a program for director mentors, which would allow for a new director to be paired with an experienced director who they could contact with questions on immunization, licensing, etc. The compensation for director mentors would be \$500 a semester/per mentee. There is also compensation for members of a selection committee who would decide upon the participating students and centers. **The faculty group voiced their approval and interest in this project.** Shari Yates explained that more info would follow pending Board approval.

VI. Next Meeting Friday, November 19th at 4:30 p.m.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-9-b

Date: December 14, 2004

Subject: Agreement with Trudy Oliver

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Trudy Oliver (Speaker) to provide a two-day workshop on "National Association for the Education of Young Children (NAEYC) Code of Ethical Conduct" on January 29 and 30, 2005, at The Palm Springs Riviera Resort and Racquet Club located at 1600 North Indian Canyon Drive in Palm Springs. The fee for this workshop shall not exceed \$800 and includes speaker's fee and mileage charges. The target audience for this workshop is the Early Childhood Studies faculty and the Children Center's staff. Funding source: Riverside County Children and Families Commission Faculty and Staff Training Grant.

The 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, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Trudy Oliver to provide a workshop on "NAEYC Code of Ethical Conduct" on January 29 and 30, 2005, at The Palm Springs Riviera Resort and Racquet Club, in an amount not to exceed \$800.00, and authorize the Vice President, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
President

Prepared by: Debbie Whitaker-Meneses
Associate Dean, Early Childhood Studies
and
Debbie Cazares
Assistant Professor and Chair, Early Childhood Studies

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
TRUDY OLIVER

THIS AGREEMENT is made and entered into on December 15, 2004, by and between RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "RCCD" and Trudy Oliver, hereinafter referred to as "Speaker."

The parties hereto mutually agree as follows:

The Speaker agrees to provide the following services:

1. Present a workshop on National Association for the Education of Young Children (NAEYC) Code of Ethical Conduct on January 29, 2005, from 12:00-5:00 p.m. and January 30, 2005, from 9:00-11:00 a.m.
2. The services outlined in Paragraph 1 will be provided at The Palm Springs Riviera Resort and Racquet Club located at 1600 North Indian Canyon Drive in Palm Springs. RCCD shall provide the Speaker adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1.
3. The services rendered by the Speaker are subject to review and supervision by RCCD's President and other designated representatives.
4. The term of this agreement shall be for January 29 and 30, 2005.
5. Payment in consideration of this agreement shall not exceed \$800.00, including Speaker fee and mileage charges.
6. Speaker shall hold harmless, indemnify, and defend RCCD against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Speaker. RCCD shall hold harmless, indemnify and defend the Speaker against any liability including reasonable attorney fees, arising out of negligent acts, errors or omissions of RCCD, its employees, or agents.
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.

Trudy Oliver, Speaker

James L. Buysse, Vice President
Administration and Finance

SSN# _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-9-c

Date: December 14, 2004

Subject: Subcontract with Chaffey Community College District Regarding
Cooperative Title V Grant

Background: Attached for the Board's consideration is a subcontract between Riverside Community College District and Chaffey Community College District pertaining to a new Cooperative Title V grant award to Chaffey College in the area of teacher education. A condition of the master contract between Chaffey and the U.S. Department of Education is that Chaffey partner with another community college, specifically with Riverside Community College District. The master contract, as well as the subcontract with Riverside Community College District, focuses on improving the institutional capacity of both institutions to serve Hispanic students who are preparing to become teachers and paraprofessionals. The term of the subcontract is December 15, 2004 through September 30, 2009. Riverside Community College District's expected share of the federal award is \$250,000 per year for five years, that is, \$1,250,000 total. Funding Source: Title V Grant

This subcontract, as well as the master contract referenced within it, 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 the subcontract with Chaffey Community College District, to serve Hispanic students preparing to become teachers and paraprofessionals and authorize the President to sign the agreement. The term of this agreement is December 15, 2004 through September 30, 2009.

Salvatore G. Rotella
President

Prepared by: Ola Jackson
Associate Dean, Teacher Preparation and Education Programs

A SUBCONTRACT BETWEEN

CHAFFEY COMMUNITY COLLEGE DISTRICT

And

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resulting from a Cooperative Agreement to Implement a

TITLE V-COOPERATIVE ARRANGEMENT GRANT (CFDA 84.031S)

Between

THE U.S. DEPARTMENT OF EDUCATION

And

CHAFFEY COMMUNITY COLLEGE DISTRICT

(Award Number P031S040030)

Grant Award Notification for PR/Award Number P031S040030 between the U.S. DEPARTMENT OF EDUCATION (ED) and CHAFFEY COMMUNITY COLLEGE DISTRICT (CCCD) is attached to this subcontract and is incorporated herein. All applicable sections, including General Terms and Conditions and Special Grant Conditions for Payments, Using Program Income, and Disclosing Federal Funding in Public Announcements, apply to this subcontract and are binding upon the parties to this subcontract.

I. SCOPE OF SUBCONTRACT

- A. Contractor:** Chaffey Community College District (Title V Lead Agency)
- B. Cooperative Partner:** Riverside Community College District (Title V Cooperative Partner)
- C. Subcontract Amount:**

Up to \$2,417,144 in federal funds, unless otherwise determined by the Department of Education, will be utilized in accordance with the terms and conditions of this subcontract, all applicable sections of the contract between CCCD and the Department of Education, as well the information contained within the grant application to the Department of Education written in response to the Department's request for proposals for CFDA 84.031S. This sum is subject to reduction by the Contractor (Chaffey College) should the Contractor experience a reduction in funding from the U.S. Department of Education. However, any impact on services as a result of reduction will be

discussed and agreed upon by the Title V RCC Director and Cooperative Advisory Committee and approved by CCCD's Director of the Title V Cooperative.

D. Effective Date of Subcontract: October 1, 2004

E. Expiration Date of Subcontract: September 30, 2009 (to be reviewed annually)

II. TERMS AND CONDITIONS

A. Description of Work

- 1) The overall purpose of this project is to improve the institutional capacity of academic programs, improve institutional management, and strengthen the fiscal stability of Chaffey Community College and Riverside Community College. Activities will focus on efforts to increase the capacity to serve Hispanic students. By participating as a cooperative, it is expected that each participant will be able to accomplish goals that, as an individual entity, would otherwise not be accomplished.
- 2) As identified in the original Title V Cooperative grant application, by September 2009, the Cooperative Partners will increase the institutional capacity to serve Hispanic populations, including faculty development, and bilingual outreach; and will increase the effectiveness of the colleges as HSI institutions.
- 3) Collaboratively, the Cooperative Partners will achieve the goals stated in Section IIA, #2 by providing activities as outlined in the original grant proposal designed to:
 - a. Increase the number of students in Teacher Education Programs who will overcome basic skills deficiencies.
 - b. Increase the number of students in both developmental Level I and transfer Level II of Teacher Education Program who will have individual Student Educational Plans.
 - c. Increase the number of students who will complete the Teacher Education Program and attain transfer-readiness.
 - d. Increase the number of students in the Teacher Education Program who will be able to pass CBEST before transfer.
 - e. Establish and expand strong Paraprofessional Certification Programs.
 - f. Significantly expand and increase the effectiveness of Service Learning experiences for students in Teacher Education Programs.

- g. Increase the number of faculty who are trained and exposed to Service Learning.
 - h. Create Supplemental Instruction/alternative Strategies Program to Support Math and Science.
 - i. Increase opportunities for Teacher Education and developmental math students to be involved in mathematics and science-related activities.
 - j. Implement innovative strategies to improve success rates in math and science.
 - k. Increase exposure of Teacher Education students to mathematics and science.
- 4) The Cooperative Partner (RCC) will meet monthly with the Contractor (Chaffey College) and other members of the Title V Cooperative Joint Advisory Committee, to discuss progress made toward grant objectives, review fiscal issues, address challenges, barriers, and/or concerns regarding the grant, and coordinate activities.
- 5) The Cooperative Partner (RCC) will provide the necessary administrative services to maintain fiscal and contract compliance with regard to its specific role and responsibilities concerning this grant, while the Contractor (Chaffey College) will provide overall administrative oversight for all parts of this grant and serve as the primary contact to the Department of Education.

B. Deliverables

Consistent with the Title V Cooperative Arrangement grant awarded to Chaffey College and Riverside Community College, as well as any modifications receiving approval by the Title V Cooperative Joint Advisory Committee, the presidents of the cooperating institutions, both Directors of the Title V Cooperative Programs will implement the coop-program.

The Cooperative Partners will achieve the following performance indicators specified in the grant:

1. By September 2005, 133 students in RCC and Chaffey College Teacher Preparation Programs will transition from Level 1 to Level 2 (an 8.1% increase above the 2002-03 baseline).
2. By September 2005, 141 of the students in the RCC and Chaffey College Teacher Preparation Programs will have met this objective, with 40% having completed CBEST Preparation Workshops.
3. By September 2005, 15 students will have completed the RCC Paraprofessional Certificate Program.

4. By September 2005, introduce 30 combined faculty to service learning, with 10 combined faculty using service learning in the classroom.
5. By September 2005, 20% of the math and science faculty will incorporate SI or AS.
6. By September 2005, increase the success course completions in math and science courses by 2%.

III. CONSIDERATION

- A. In consideration of the performance by the Cooperative Partner (RCC) in administering this component of the Title V Cooperative Grant, Chaffey College shall make payments to the Cooperative Partner (RCC) totaling \$250,000 in the first year as approved in the grant, unless modified by unanimous approval of the Title V Cooperative Advisory Committee, the presidents of the cooperating institutions and Chaffey College's Director of the Title V Cooperative Programs. These funds will be released at least quarterly, but only after the delivery of services and the submission of a Monthly Progress Report with a detailed invoice and appropriate backup documentation and monthly Time and Effort Reports for all part-time and full-time faculty and staff in the program. These items shall be sent to the Title V Cooperative Program office at Chaffey College.
- B. Payment for the delivery of services specified shall be made upon written request of the Cooperative Partner (RCC) to Chaffey College by submission of a monthly request for reimbursement certification form and backup financial documentation (invoices and receipts). As agreed to in advance, request for reimbursement certification financial documentation must report expenses by major budget categories on an actual cost reimbursement basis. The Contractor (Chaffey College) has up to 30 days to reimburse the Cooperative Partner (RCC) for services rendered.
- C. The Contractor (Chaffey College) must receive requests for reimbursement for payroll expenditures rendered in June during the first week of July and no later than July 15th to accommodate end-of-year closeout activities. The Contractor must receive requests for reimbursement for purchasing expenditures during the first week of May and no later than May 10th to accommodate end-of-year closeout activities.
- D. During the third and fourth quarters of the calendar year, both parties agree to reevaluate the transfer of grant funds under this subcontract to reflect actual and anticipated grant deliverables. A subcontract amendment may increase or decrease the total amount of consideration due under this subcontract.

IV. RECORDS/AUDITS

A. Records

- 1) In accordance with EDGAR (Education Department General Administration Regulations), in order to be in compliance with federal requirements, the Cooperative Partner (RCC) must maintain records regarding Use of Grant Funds, Progress toward Grant Objectives/Performance, and Placement and Use of Equipment Purchased with Grant Funds.

Records Regarding Use of Grant Funds

- a. The Cooperative Partner (RCC) will maintain appropriate financial records in accordance with generally accepted accounting practices.
- b. The Cooperative Partner (RCC) will provide backup financial documentation (invoices and receipts), submitted with or as part of a claim for reimbursement certification, must clearly describe the nature of each expense, as authorized in the approved budget and/or terms of the agreement to substantiate costs.
- c. The Cooperative Partner (RCC) will submit monthly Time and Effort Reports for each Cooperative Partner staff and faculty person involved in the grant, as outlined in the Title V Cooperative Project Manual.

Records Regarding Progress Toward Grant Objectives/Performance

- a. The Cooperative Partner (RCC) will submit a Monthly Progress Report that addresses progress made toward grant objectives, major purchases, travel or training activities, use of consultative expertise, barriers or challenges to successful achievement of program objectives and performance indicators, information regarding evaluation and outcome assessment activities, and involvement with other internal or external resources.

Records Regarding Placement and Use of Equipment Purchased with Grant Funds

- a. The Cooperative Partner (RCC) will maintain an Equipment Inventory List that documents the purchase, placement, and ongoing location of any equipment purchased with Title V Cooperative funds.

B. Audit

- 1) The Cooperative Partner (RCC) shall preserve and make available all records related to this Agreement for examination by Chaffey College, the federal government, and/or their duly authorized representative:
 - a. The Cooperative Partner (RCC) shall retain these records for three years after the completion of the above-mentioned activities and performance indicators;

- b. If any audit or other action involving the records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the three-year period, whichever is later;
 - c. The retention period starts on the day the grantee submits its last expenditure report for that period.
 - d. Any costs which, upon audit, are found to be unallowable will be reduced from future claims for reimbursement, or shall be refunded if the Agreement has expired.
- 2) Subrecipient Monitoring: A Cooperative Partner (RCC) receiving federal assistance in excess of \$300,000 during a fiscal year shall arrange for an annual, independent examination, in compliance with the requirements of the office of the California State Auditor, in order to ascertain the effectiveness of the Cooperative Partner's financial management systems and internal procedures established to meet the terms of the subcontract agreement.
- a. The Cooperative Partner (RCC) is subject to the uniform administrative requirements of OMB Circular A-110, A-102, A-88, and A-133 and/or other federal guidelines, and as such, shall provide Chaffey Community College District with a copy of its audited financial report and statement of findings noted in the examination within thirty (30) days of issuance.
 - b. The Cooperative Partner (RCC) will permit auditors (as defined in the OMB Circulars) to have access to the records and financial statements as necessary to comply with the appropriate OMB Circulars and this Agreement.
 - c. Failure to comply with the terms of this paragraph may lead to the termination of this subcontract in accordance with Article X.

V. ASSURANCES

A. Certification

- 1) Acceptance of this subcontract constitutes certification that the Cooperative Partner (RCC) is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- 2) Acceptance of this subcontract constitutes certification that the Cooperative Partner (RCC) is not delinquent on any Federal debt.

- 3) Acceptance of this subcontract constitutes certification that the Cooperative Partner (RCC) is in compliance with Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-960, Title V, Subtitle D).
- 4) Acceptance of this subcontract constitutes certification that the Contractor (Chaffey College) and the Cooperative Partner (RCC) are in compliance with the Series 3000 of the Staff Diversity/Affirmative Action Policy (Americans with Disabilities Act [1990], Ed. Code 87100, Title 5, California Code of Regulations Policy Number 3010x).
- 5) Acceptance of this subcontract constitutes certification that to the best of the Cooperative Partner's (RCC) knowledge and belief:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Cooperative Partner (RCC), to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. All regulations regarding intellectual property compliance with ADA, FEHA/Rehabilitation Act 1973 will be adhered to by both parties.
 - b. If funds other than federally 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 any employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Cooperative Partner (RCC) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Cooperative Partner (RCC) shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 6) Cooperative Partner (RCC) agrees to notify AHJCCD immediately if there is any change of status in 1, 2, 3, 4 or 5 above.

VI. MATCHING CONTRIBUTIONS

This Agreement does not require any matching contributions. However, if the Cooperative Partner (RCC) utilizes other existing financial resources to provide personnel, supplies, and/or equipment for the benefit of this project, this contribution shall be reported via the Time and Effort Reports and/or the Monthly Progress Report.

VII. REPORTING SCHEDULE

- A. Cooperative Partner (RCC) shall submit monthly Time and Effort Reports and Monthly Progress Reports to the Contractor (Chaffey College) by the 20th of the month.
- B. Cooperative Partner (RCC) shall submit quarterly requests for financial reimbursement. Requests should be submitted no later than the 15th of the month following the end of the quarter for the prior quarter. However, the Cooperative Partner (RCC) must submit a request for financial reimbursement for purchases made in the fourth quarter month by the 10th of May to accommodate year-end closeout activities. A request for financial reimbursement for personnel costs incurred during the fourth quarter must be received no later than the 15th of July to accommodate year-end closeout activities.

VIII. PRIOR APPROVAL

- A. The following shall constitute deviations from the original intent of the Title V Cooperative Arrangement Grant Program and/or from the application submitted by Chaffey College and its Cooperative Partners (RCC) in response to the Department of Education's request for proposals and will require prior written approval from the Department of Education and the Director of the Title V Cooperative Program:
 - 1) Changes in project scope or objectives;
 - 2) Costs not specified on the approved budget and for which the Office of Management and Budget Circular A-21 requires prior written approval;
 - 3) Change in Key Persons, including Activity Director;
 - 4) Transferring funds from "training" to other categories of expenses;
 - 5) Subawarding or contracting out work that was not described in the application (except if it involves solely purchase of supplies or general support services); and
 - 6) Incurring costs more than 90 days before the budget period begins.
- B. With the exception of the "training" line item, in accordance with EDGAR's 1997 Expanded Grants Authority Provisions, Cooperative Partner (RCC) may make transfers of funds among budget categories without prior approval. In addition, the Expanded Grants Authority Provisions does not require prior approval for Subcontracts:
 - 1) To extend grants automatically at the end of a project period for a period of up to one year;
 - 2) To carry funds over from one budget period to the next; and

- 3) To obligate funds up to 90 days before the effective date of the grant award.

IX. DESIGNATION OF PERSONNEL

- A. David Campio has been designated by Chaffey College as the Coordinator of the Title V Cooperative Program. The Director of the Title V Program is responsible for negotiating any changes in the terms, conditions, or amounts specified in the subcontract. All inquiries and reports regarding this subcontract should be directed to the Coordinator.
- B. The Contractor (Chaffey College) has designated Inge Pelzer as the Activity Director for Chaffey College and the Cooperative Partner (RCC) has designated Ola Jackson as the Activity Director for this subcontract. The Contractor (Chaffey College) and Project Director are responsible for coordinating financial and administrative matters as they relate to this subcontract.
- C. The Cooperative Partner (RCC) will hire additional staff/faculty during the course of this contract period and will inform the Coordinator of the Title V Cooperative Program of all personnel changes.

X. SUSPENSION AND TERMINATION OF FUNDS

- A. Pursuant to a mutual understanding that the terms of this subcontract do not encumber the implementation of Award Number P031S040030, as granted by the federal Department of Education for the explicit purposes of this Cooperative Title V project, either party may suspend or terminate this subcontract upon thirty (30) days written notice, when at any time in either party's determination, the other party to this subcontract violates or departs from the terms and conditions of this subcontract; or if the program would not be achieved by continuance of the existing subcontract; or if the Cooperative Partner (RCC) fails to submit the reports required under this subcontract according to the established schedule. Termination of this subcontract, however, will not invalidate commitments or obligations properly incurred by the Cooperative Partner (RCC) prior to the date of termination that cannot be cancelled.
- B. Both colleges will adhere to conflict of interest regulations as approved by each college's purchasing officer and risk manager.

XI. INDEMNIFICATION

Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees, and agrees to hold the other party harmless from any such liability. All partners of the Title V Cooperative grant are institutions of higher education of the State of California and assume liability only to the extent allowed by the State of California

XII. ANTI-KICKBACK

The Anti-Kickback Act of 1986 was passed to deter Cooperative Partners from making payment for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. By acceptance of this subcontract, the Cooperative Partner (RCC) agrees to comply with the following regulations. FAR 3.502 and FAR 52.203.7.

XIII. ACKNOWLEDGEMENT OF FEDERAL SUPPORT

Section 511 of the appropriations act of the Department of Health and Human Services for fiscal year 1990 (Public Law 101.166) requires that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to State or local governments, shall clearly state:

- 1) the percentage of the total costs of the program or project which will be financed with federal money;
- 2) the dollar amount of federal funds for the project or program; and
- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

XIV. FEDERAL, STATE, AND LOCAL TAXES

Except as may be otherwise provided in this subcontract, the Cooperative Partner's (RCC) expenditures for purchases includes all applicable Federal, State, and local taxes and duties.

XV. LAW

This contract shall be governed by and construed in accordance with the laws of the State of California. Venue shall reside in Superior Court, County of San Bernardino.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year last specified below.

Chaffey Community College District
(Lead Agency)

Riverside Community College District
(Cooperative Partner)

Marie Kane, Superintendent/President

Date _____

Salvatore G. Rotella, President

Date _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND DEVELOPMENT

Report No.: V-B-1

Date: December 14, 2004

Subject: Strategic Planning Quarterly Report

Background: The December 2004 Strategic Planning Quarterly Report provides an update on activities since September 2004 related to the five goals for Phase II of strategic planning. A review of the strategic planning process is included. Updates on the Academic Master Plan, assessment, program review, tactical plans, transition to a three-college district, and accreditation are provided.

Recommended Action: Information Only

Salvatore G. Rotella
President

Prepared by: Susan Mills
Associate Vice President
Institutional Effectiveness

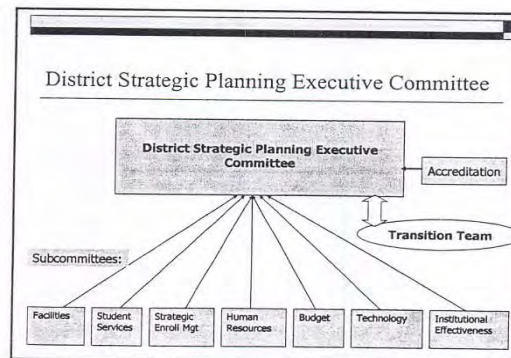
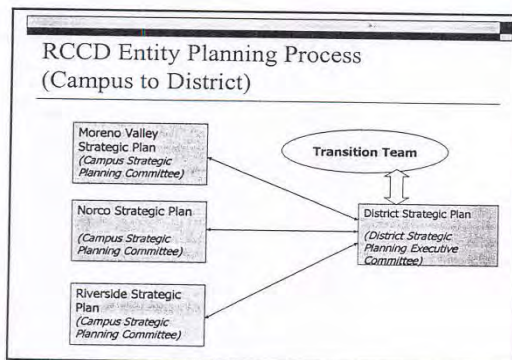
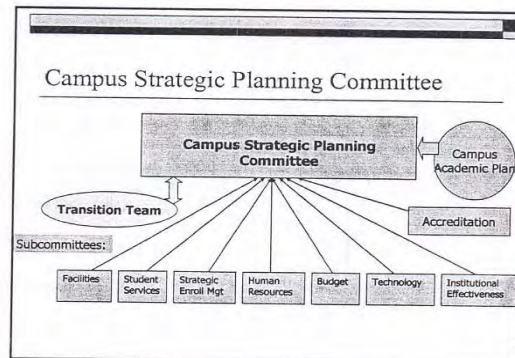
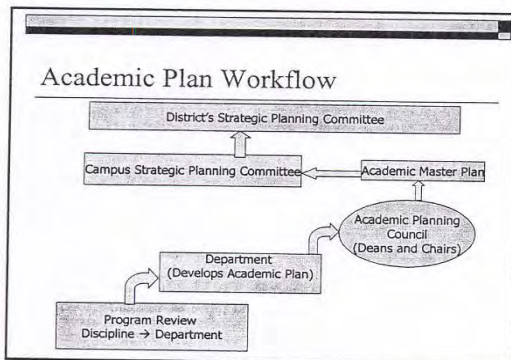
Strategic Planning Update

Riverside Community College District
 Planning and Development Board Committee
 December 7, 2004

Riverside Community College District Strategic Planning Phase II Goals

Adopted by the Strategic Planning Executive Committee, September 3, 2004

- Develop academic master plan
- Develop tactical plans
- Complete transition to a three-college District
- Prepare and complete the self-study/accreditation process
- Continue to review and refine the planning process



Strategic Planning Activities

- Updating RCCD Strategic Plan 2003-04
- Integrating Process for the Proposal and Approval of New and Substantially Changed Educational Programs with strategic planning process
 - Approved by SPEC, Oct. 24, 2004
 - Adopted by Academic Senate, Nov. 15, 2004
- Will publish Strategic Planning Implementation Process

Academic Planning Council Retreat October 1, 2004

- Gave update on academic planning process
- Distributed Topics and Questions for Departmental Academic Plans

Faculty/Administration Retreat October 21-22, 2004

- Campus-based sessions on academic master plan and student learning outcomes
- District-wide session focused on strategic planning, program review, assessment, and accreditation

Academic Master Plan

- Organizing documentation
- Met with Michael Dolence, Oct. 28, 2004
- Department Chairs will provide updated plans by Nov. 15
- Meeting with Michael Dolence scheduled for early Dec. to begin first draft

District Assessment Committee Activities

- Facilitating additional student learning outcomes assessment projects
- Supporting interpretation and dissemination of CCSEQ
- Providing guidance on assessment plans for program review disciplines
- Facilitating Student Learning Outcomes Assessment Training – Feb. 11, 2005

Student Learning Outcomes Training

- Addressing the New Accreditation Standards
- Addressing Learning Assessment in Instructional Programs
- Learning Assessment in Performing Arts
- Learning Assessment in Visual Arts
- Learning Assessment in Student Services
- Student Learning Outcomes in Practice
- Diversity Scorecard
- Introduction to Accreditation

Institutional-level Outcomes

- Began draft at AAHE/WASC Assuring Improvement in Student Learning Workshop, Sept. 10-12, 2004
- Presented at Faculty/Administration Retreat
- Will be presenting to Academic Senate and developing process for establishing goals, student learning outcomes, and assessment plans

Program Review Committee Activities

- Facilitating discipline program reviews
- Clarifying processes for addressing discipline-department-program level self-studies
- Developing 1-page yearly update form for discipline program review
- Providing program review training
- Continuing program review work with student services
- Requesting disciplines enter action plans in eplanedu.com

Program Review - RFA

- 6 disciplines recommended by PRC for approval
 - CIS
 - Dental Hygiene
 - Construction
 - Chemistry
 - Psychology
 - Theatre

Program Review – In Progress

- 9 disciplines currently conducting self-studies
 - History
 - Sociology
 - Photography
 - Life Sciences
 - Office Administration
 - Dance
 - Certified Nursing Assistant
 - Physician Assistant
 - Physical Education

Program Review – Tentative 2005 Cohort

- World Languages
- Political Science
- Geography
- Humanities
- Cosmetology
- Counseling
- Music
- Anthropology
- Auto
- Telecommunications

Tactical Plans

- Developed roles of Strategic Planning Subcommittees
- Campus subcommittees formed and beginning to meet

Transition to 3-College District

- Transition Team formed and meeting
- Charge of Transition Team
 - Focus on moving District administrative functions from one-college, multi-campus district to 3-college district
 - Make recommendations on transition issues
 - Keep system on course with respect to major calendars (administration, planning, and accreditation)

Accreditation

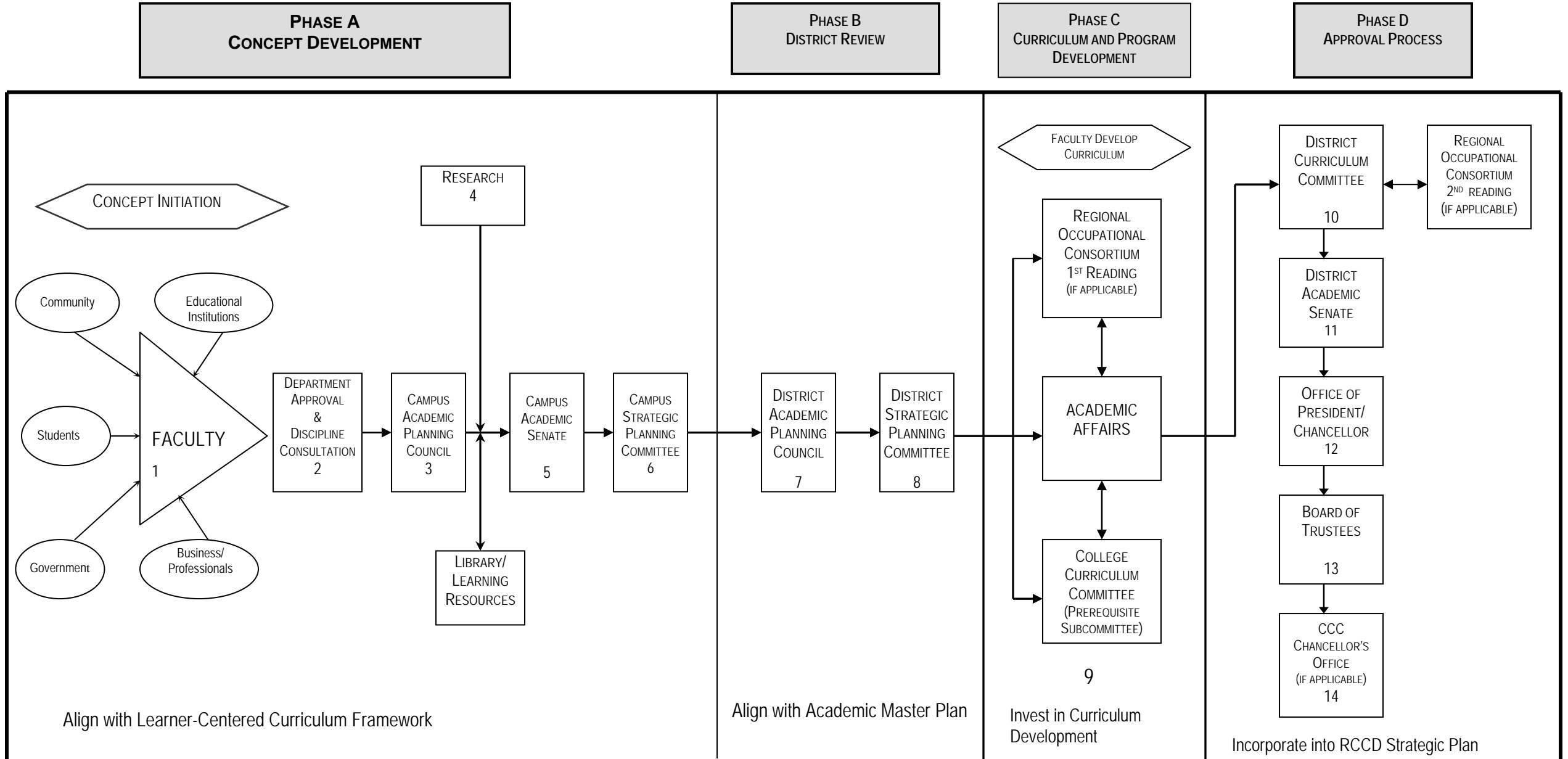
- Began structure and process development
 - Executive Team met Nov. 15, 2004
 - Timeline developed
- Feb. 11 Training

Refinement of Planning Process



Questions/Discussion

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Learner-Centered Curriculum Framework
Proposed Revision to the Process for the Proposal and Approval of New and Substantially Changed Educational Programs



RIVERSIDE COMMUNITY COLLEGE DISTRICT

Instructional Programs Self-study: Departmental Version

Topics and Questions for Departmental Academic Plan

Last Revised: October 25, 2004

-DRAFT-

Table of Contents

1. Introduction

What is instructional program self-study?

How was the self-study process developed?

How will the self-study process be used at RCCD?

2. How will program review be integrated with planning?

3. Questions for departmental academic plan

INTRODUCTION

What is instructional program self-study?

Instructional Program Self-Study is part of RCCD's overall planning and institutional effectiveness process. It is a collaborative goal setting and assessment process designed to assist faculty, staff, and administrators across the colleges with improving and refining college services. Disciplines, departments, and interdisciplinary programs undergo self-study as part of a five-year process that results in a comprehensive assessment of institutional effectiveness. The District Program Review Committee, composed of faculty from various disciplines and administrators, and the Office of Academic Affairs will review the self-studies to determine how the departments or District may best contribute to ensure the success of each program.

How was the self-study process developed?

As a follow-up to a discussion at the Department Chairs' meeting (11/2000), a committee of faculty and administrators was formed to revise the District's Program Assessment and Planning Process. The committee's work was discussed at an Academic Senate meeting in April 2001. The resulting document, "RCCD Instructional Programs Self-study Resource Guide," provides questions to lead disciplines through a reflective and thorough review. The discipline self-study process incorporates flexibility, collegiality, relevance, practicality, and effectiveness. It is anticipated that the self-study process will undergo continuous revision and improvement. **In this document, the discipline self-study guide has been tailored to address the needs for departmental review and for the development of a departmental academic plan.**

While the discipline program review process provides an opportunity for a thorough review of curriculum and development of an outcomes assessment plan, the purpose of departmental review is to integrate appropriate discipline findings; to establish departmental goals, objectives, and activities based on internal reviews and external factors; and to provide rationale and prioritization for resource requests.

How will the self-study process be used at RCCD?

As noted above, the primary purpose of the process is to help instructional units clarify and achieve their goals. Along with using the results to guide departmental activity, the results of the academic plan will be used to support staff, equipment, and facilities requests. Additionally, the resource requirements for new initiatives developed through the self-study process will be discussed with appropriate groups to assist the department with securing initial resources for start-up as well as to develop a plan for acquiring the resources for the implementation of the initiative.

HOW WILL PROGRAM REVIEW BE INTEGRATED WITH PLANNING?

In the spring of 2004, a process was established to link program review, assessment, academic master planning, and campus planning with the District strategic planning processes. Figures 1-4 depict the processes and structures that lead from unit-level program reviews to campus-level and district-level plans. Figure I illustrates the role of the Academic Planning Councils (campus department chairs/deans) which review instructional departments' plans and consolidate them into a campus academic plan. The Campus Strategic Planning Councils (former Site Committees) then consider the plans and ensure that they are integrated with needed support services to create a campus-level strategic plan. Finally, as shown in Figure 3, the District Strategic Planning Executive Committee synthesizes the campus strategic plans with the District's Strategic Plan. Figures 2 and 4 depict the parallel structures of the campus- and district-level strategic planning committees. This process was pilot-tested in spring 2004 and will be refined over time.

Figure 1. RCCD Entity Planning Process for Campuses

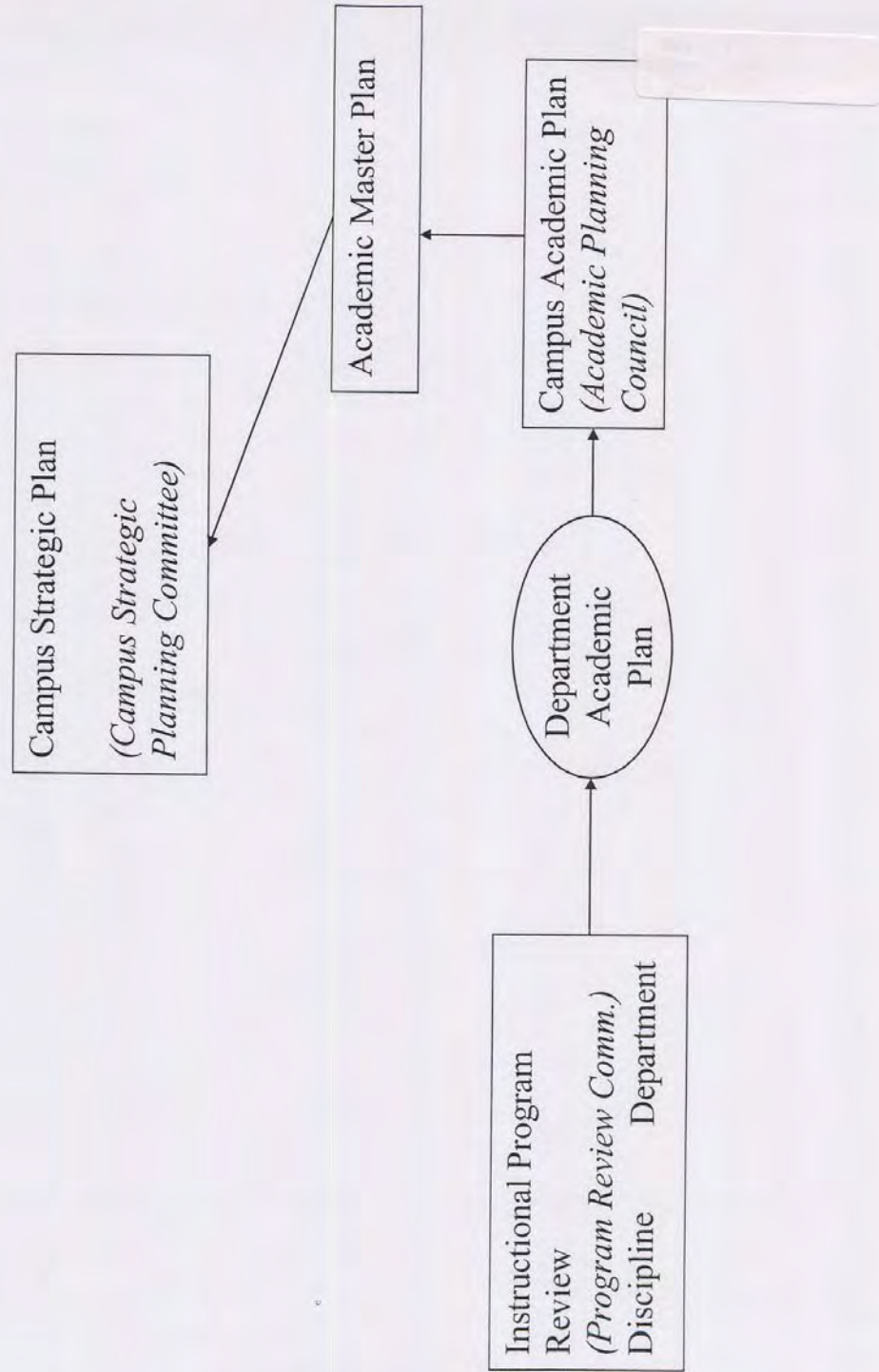


Figure 2. Campus Strategic Planning Committee Structure

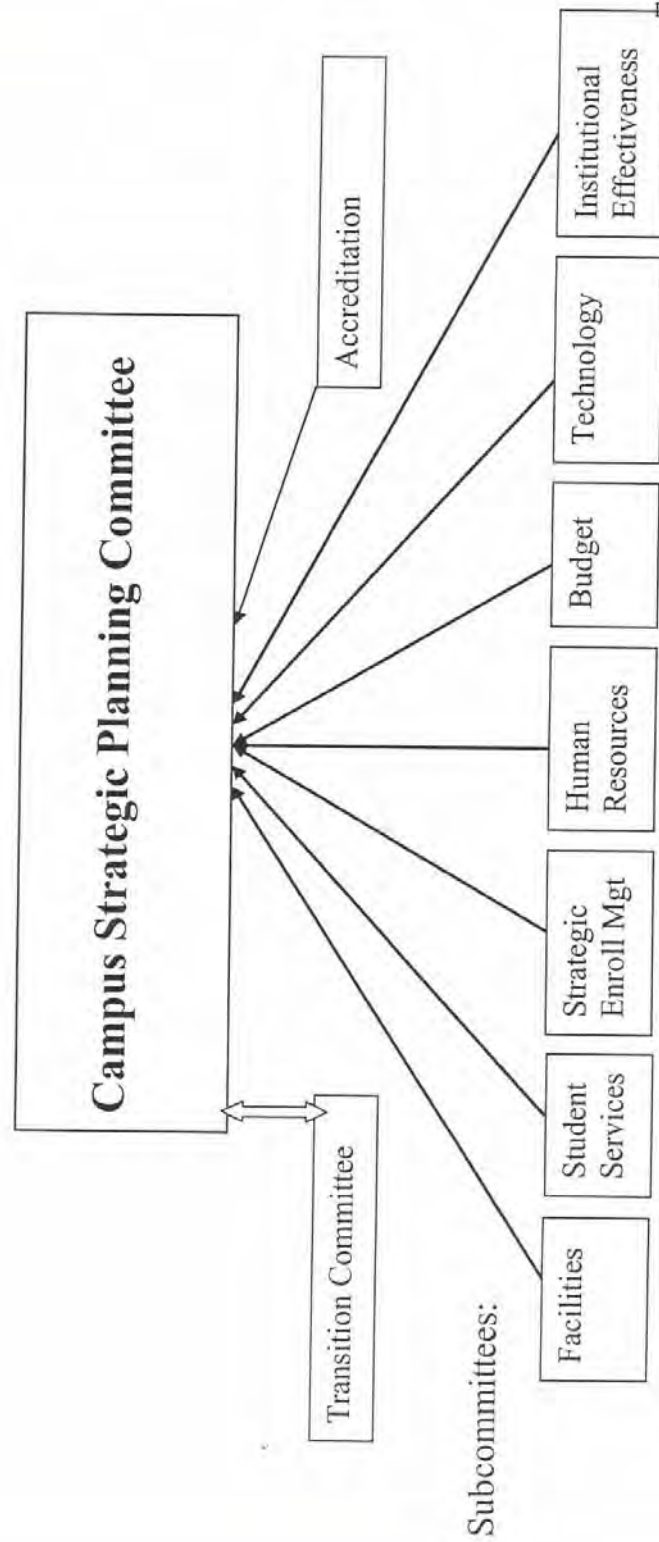


Figure 3. RCCD Entity Planning Process (Campus to District)

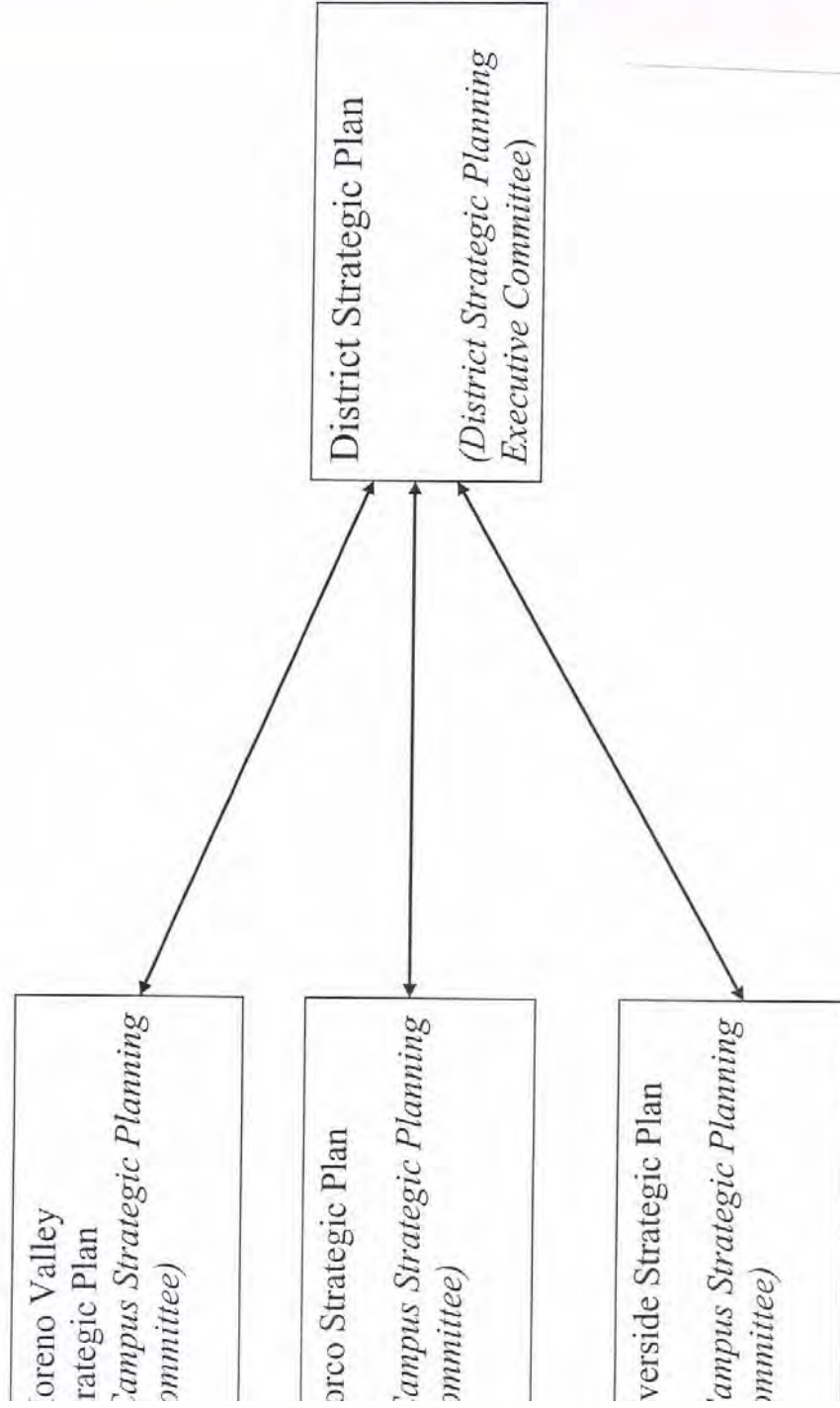
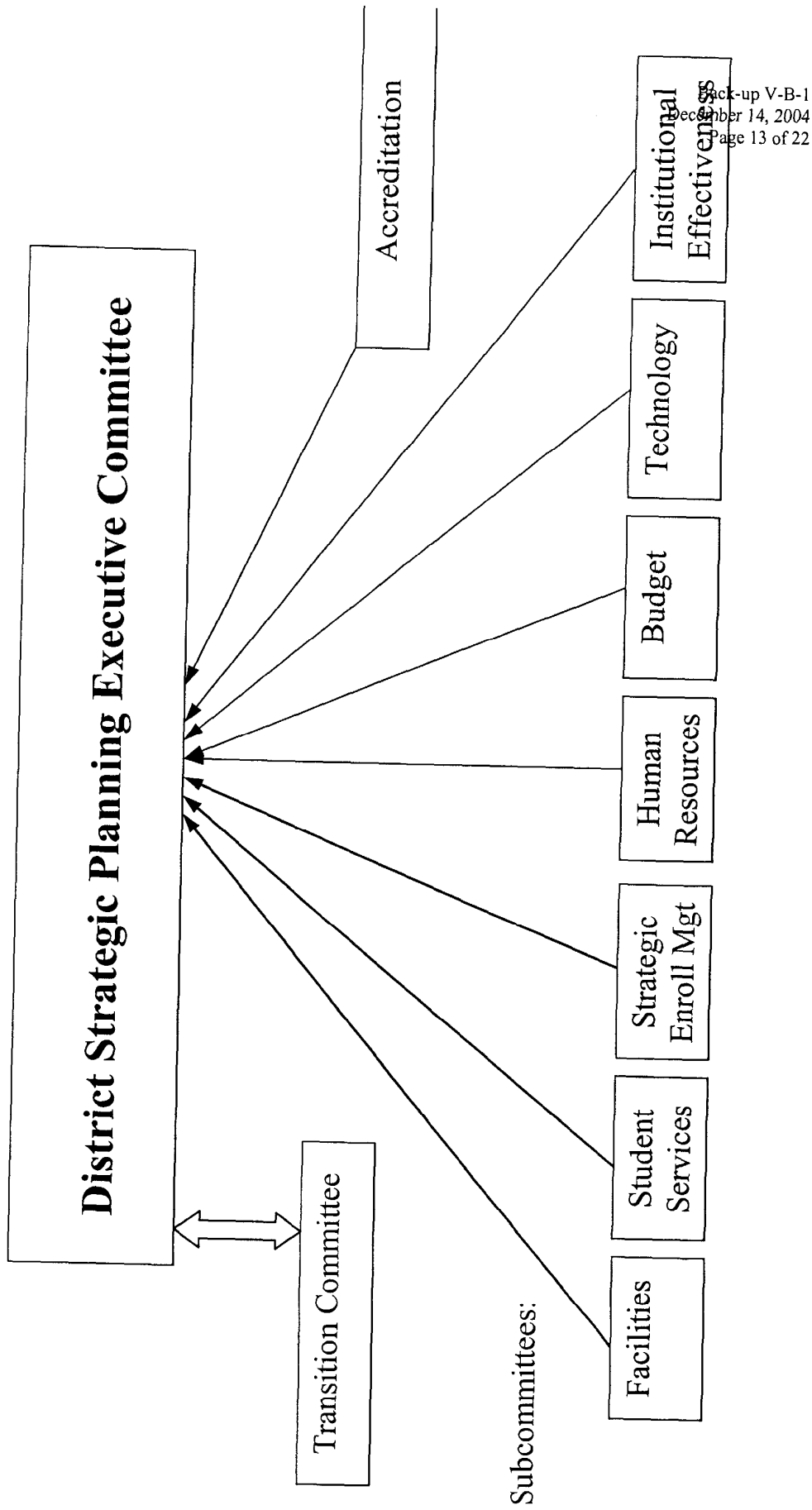
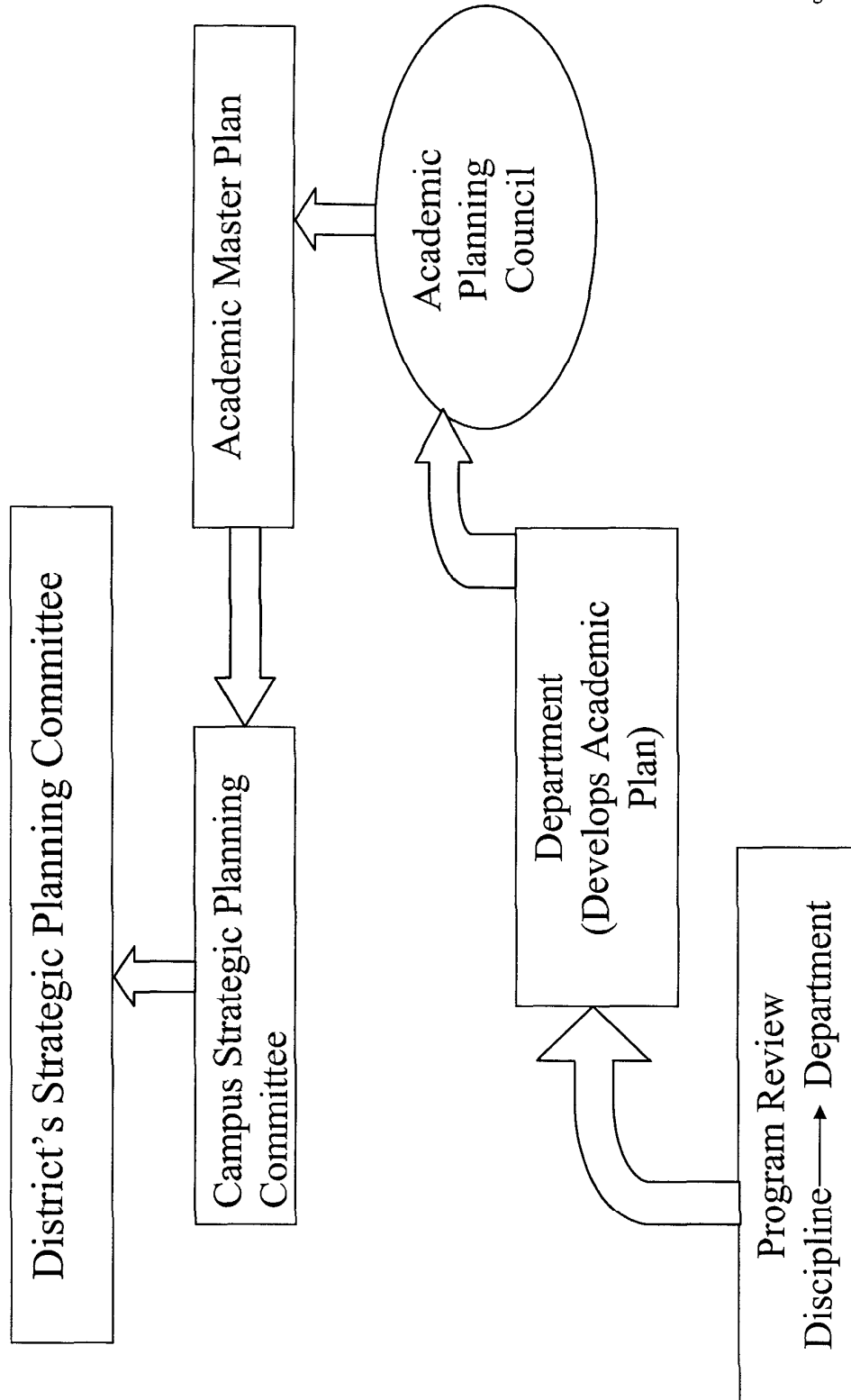


Figure 4. District Strategic Planning Executive Committee



ACADEMIC PLAN WORKFLOW



QUESTIONS FOR DEPARTMENTAL ACADEMIC PLAN

NOTE: Please refer to completed discipline program reviews that apply to your department. Completed discipline reviews can be found at <http://reed.ce.ca.us/assessment-committee/documents.htm>

Topic I. Where are we now?

- A. Comment on the areas of the District and/or College Mission and District Vision that are most closely related to the activities and goals of your department (See attached Mission and Vision Statements).
- B. What have been the major developments, activities, changes, and/or projects in your department over the past 5 years?
- C. What programs/course sequences are currently offered by the disciplines within your department?
- D. Resources - **Current** Levels
 1. Staffing
Comment on **current** available staff and distribution of FTE's for contract and adjunct faculty. Describe strengths and weaknesses of staff as appropriate to department's current status.
 2. Facilities
Comment on facilities the department utilizes and the **current** adequacy of these facilities.
 3. Equipment
Comment on the **currency** of equipment and technology for the program.
 4. Resources
Comment on the District's ability to maintain or develop auxiliary resources for the program -- e.g. in the library, instructional media, in labs -- and with student services resources.
 5. Alternative Investigation
Comment on funding issues. Describe alternate forms of program delivery considered, technology requirements, and potential alternate funding sources.

Topic II. Where do we want to be?

- A. What major changes or trends (environmental scanning results or other sources) do you expect to be of particular relevance to your department in the next five years?
- B. Based upon the environmental scan and internal review, briefly describe how you would like your department to evolve within the next five years. In what ways does your current state differ from your desired state? What issues should your department address?

Topic III. What do we need to do to get there?

- A. In order to achieve your vision of where you want to be, what specific goals and objectives would you like to achieve within the next five years? (Give immediate goals for next academic year and longer-term goals for next 5 years.)
- B. What activities would be needed to help you achieve your goals and objectives?
- C. Resources - What additional resources would the above efforts require in ten-ns of- (Give 1-year and 5-year projections; provide clear rationale by linking to above goals, objectives, and activities; and prioritize requests.)
 - 1. Staffing?
 - 2. Facilities?
 - 3. Equipment?
 - 4. Other resources?

Topic IV. What evidence do we need to track our progress?

- A. What documentation/evidence would demonstrate that you are making progress toward achieving your goals, objectives, and vision?

1. Mission - Moreno Valley

The current mission statement adopted by the Board of Trustees in June 1994 and published in the district catalog states:

The Riverside Community College District is an accessible, comprehensive community college committed to providing an affordable post-secondary education, including student services and community services, to a diverse student body. The District provides transfer programs paralleling the first two years of university offerings, pre-professional, career preparation, and occupational and technical programs leading to the associate of arts degree, the associate of science degree, and a variety of certificates. In the tradition of general education, the liberal arts and sciences and the occupational and technical programs and courses prepare students for intellectual and cultural awareness, critical and independent thought, and self-reliance. Consistent with its responsibility to assist those who can benefit from post-secondary education, the District provides pre-college, tutorial and supplemental instruction for under-prepared students. The District works in partnership with other educational institutions, business, industry, and community groups to enhance the quality of life and the internal harmony of the communities it serves. The District serves Western Riverside County from three interrelated campuses in the cities of Riverside, Norco and Corona, and Moreno Valley.

The proposed college at Moreno Valley has developed the following mission statement:

The Moreno Valley Campus provides for the educational, economic, and social needs of its community. It offers quality programs in remedial education, baccalaureate transfer, health sciences, human and public services (including applied language and culture), and business technologies for its diverse student body.

All three colleges within the District will share the overall mission statement and will also share the District's vision statement - *Our vision is to be a leader among community colleges, highly regarded for commitment to learners, respected for excellence in teaching, and recognized as responsible to the communities we serve.*

2. Mission - Norco

The current mission statement adopted by the Board of Trustees and published in the district catalog states:

The Riverside Community College District is an accessible, comprehensive community college committed to providing an affordable post-secondary education, including student services and community services, to a diverse student body. The District provides transfer programs paralleling the first two years of university offerings, pre-professional, career preparation, and occupational and technical programs leading to the associate of arts degree, the associate of science degree, and a variety of certificates. In the tradition of general education, the liberal arts and sciences and the occupational and technical programs and courses prepare students for intellectual and cultural awareness, critical and independent thought, and self-reliance. Consistent with its responsibility to assist those who can benefit from post-secondary education, the District provides pre-college, tutorial and supplemental instruction for under-prepared students. The District works in partnership with other educational institutions, business, industry, and community groups to enhance the quality of life and the internal harmony of the communities it serves. The District serves Western Riverside County from three interrelated campuses in the cities of Riverside, Norco and. Corona, and Moreno Valley.

The proposed college at Norco has developed the following mission statement:

Norco Campus, as part of the Riverside Community College District, is an accessible and comprehensive educational center committed to providing an affordable post- secondary education ' including student services, to a diverse student body. The Campus offers courses that meet the transfer programs requirements paralleling the first two years of university offerings and pre-professional, career preparation, occupational and technical programs leading to the associate of arts and the associate of science degrees and a variety of certificates. Our curriculum and programs create a learning environment, which develops the learner's knowledge, critical thinking skills, independent thought, cultural awareness, self-reliance and personal growth. In support of this mission, we provide services required to maintain learning programs as well as the basic skills that equip students to complete transfer and/or occupational objectives. In response to changing needs, Norco Campus focuses on the theme of technology in the 2 1 " Century, reflecting our partnership with other educational institutions, business, industry and community groups to enhance the quality of life, economic growth and global competitiveness in the community it serves. Norco Campus serves primarily the cities of Norco, Corona and the unincorporated areas of Home Gardens and Mira Loma.

All three colleges within the District will share the overall mission statement and will also share the District's vision statement - *Our vision is to be a leader among community colleges, highly regarded for commitment to learners, respected for excellence in teaching, and recognized as responsible to the communities we serve.*

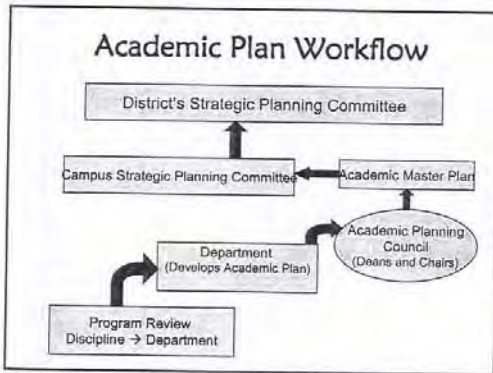
Mission Statement - Riverside Community College District

The Riverside Community College District is an accessible, comprehensive community college committed to providing an affordable post secondary education, including student services and community services, to a diverse student body. The District provides transfer programs paralleling the first two years of university offerings, pre-professional, career preparation, and occupational and technical programs leading to the associate of arts degree, the associate of science degree, and a variety of certificates. In the tradition of general education, the liberal arts and sciences and the occupational and technical programs and courses prepare students for intellectual and cultural awareness, critical and independent thought, and self-reliance. Consistent with its responsibility to assist those who can benefit from post-secondary education, the District provides pre-college, tutorial, and supplemental instruction for under-prepared students. The District works in partnership with other educational institutions, business, works in partnership with other educational institutions, business, industry, and community groups to enhance the quality of life and the internal harmony of the communities it serves. The District serves Western Riverside County from three interrelated campuses in the cities of Riverside, Norco and Corona and Moreno Valley.

Academic Planning

Riverside Community College District
 Faculty/Administration Retreat
 October 21, 2004

- ### Riverside Community College District Strategic Planning Phase II Goals
- Adopted by the Strategic Planning Executive Committee, Sept. 3, 2004
- Develop academic master plan
 - Develop tactical plans
 - Complete transition to a three-college District
 - Prepare and complete the self-study/accreditation process
 - Continue to review and refine the planning process



- ### Purpose of Departmental Academic Plan
- Integrate discipline program review findings
 - Establish/clarify goals, objectives, and activities based on internal reviews and external factors
 - Provide rationale and prioritization for resource requests

- ### Where are we now?
- Relationship to Mission and Vision
 - Major developments, activities, changes, and projects
 - Programs/ course sequences offered
 - Resources – Current levels for 2004-05 academic year
 - Staffing
 - Facilities
 - Equipment
 - Other resources

- ### Where do we want to be?
- Major changes or trends
 - Evolution of department over next 5 years
 - Current state vs. desired state
 - Issues to address

What do we need to get there?

- Goals and objectives
 - 1-year
 - 5-year
- Activities to achieve goals
- Resources – 1-year and 5-year projections
 - Staffing
 - Facilities
 - Equipment
 - Other resources

What evidence do we need to track our progress?

- What documentation/evidence would demonstrate that you are making progress towards achieving your goals, objectives, and vision?

Academic Planning Timeline

- Winter 2002 – Disciplines began Program Reviews
- Fall 2003 – Departmental planning process began
- Spring 2003 – Departments submitted Academic Plan Drafts
- Spring 2003 – Academic Planning Template developed
- Oct. 1, 2004 – Academic Planning Council met
- Nov. 15, 2004 – Departments submit updated Academic Plans

-DRAFT-

RCCD Institutional Effectiveness
District Assessment Committee Activities, 2004-2005
Last revised: September 7, 2004

I. **District Assessment Committee.** The major goals for 2004-2005 are:

- **Recruit a second faculty cohort for the Student Learning Outcomes, Assessments Project (dependent on funding)**
- **Support the implementation and interpretation of the Community College Student Experiences Questionnaire**
- **Provide accreditation/student learning outcomes assessment workshops**
- **Better integrate assessment with program review**
 - * Meet and discuss assessment plans with disciplines currently completing program review
 - * Provide assessment workshops and training for disciplines undergoing program review
 - * Make assessment training available at 4faculty.org
- **Develop an Assessment Plan for RCCD**
 - * Propose a process for defining RCCD's institutional-level learning outcomes
 - Identify groups to initially involve
 - Complete outcomes draft based on RCCD catalog
 - Review outcomes in course outlines
 - Identify gaps between intended outcomes and course requirements/objectives
 - * Propose methods for aligning course-, program-, degree-, and institutional-level learning outcomes
 - * Develop an inventory of institutional effectiveness measures used by other colleges and those being developed at RCCD (e.g. Diversity Scorecard, strategic planning key performance indicators (KPIs))
 - * Propose a process for developing a comprehensive set of measures and processes that will enable the district to report on, assess, and improve its effectiveness.

District Assessment Committee Meeting Schedule for Fall 2004

October 29 noon - 2 p.m.

November 19 2 - 4 p.m.

RCCD Institutional Effectiveness
Program Review Committee: Goals and Activities, 2004-2005
Last revised: September 7, 2004

The major goals and activities for Program Review in 2004-2005 are:

- **Completion of Program Review Self-studies from spring 2003 and fall 2003**
 - ◆ Update signoff sheet and process Dental Hygiene, Construction, Chemistry, and CIS self studies
 - ◆ (from spring 2003) History, Office Administration, Psychology, and Sociology will be completing the program review process by December 2004
 - ◆ (from fall 2003) Life Sciences, Physician Assistant, Certified Nursing Assistant, Dance, and Theatre will be completing the program process by December 2004
 - ◆ (from fall 2003) Photography will be completing the program review process by spring 2005
 - ◆ A report will be completed by the Program Review Committee summarizing the findings and recommendations from the cohort completing program review in December, 2004

- **Begin Program Review with another cohort of disciplines**
 - ◆ Physical Education and Humanities will begin in summer 2004 and complete self-study by spring 2005
 - ◆ Recruit approx. 10 disciplines to begin self-studies in spring 2005
 - ◆ Provide workshops in winter 2005 for new cohort

Continue to refine Program Review Process

- ◆ Clarify PRC role and revisit membership
- ◆ Clarify processes for addressing discipline-department-program level self-studies
- ◆ Work to tighten linkages among program review, planning, and resource allocation
- ◆ Continue program review work with Student Services

Program Review Committee Meeting Schedule for Fall 2004

October 29	2 - 4 p.m.
November 19	noon - 2 p.m.
December 3	noon - 2 p.m.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND DEVELOPMENT

Report No.: V-B-2

Date: December 14, 2004

Subject: Riverside City Campus Relocatable Swing Space – Project Proposal

Background: As the Board is aware, relocatable swing space will be required to complete the Quadrangle Modernization Project. The Riverside City Campus will also require such space in conjunction with future facility projects. Staff is thus seeking approval of the Relocatable Swing Space project and a budget therefor in the amount of \$4,168,459 (please also see attached). Measure C bond proceeds would be the funding source for this project.

Recommended Action: It is recommended that the Board of Trustees approve proceeding with the Relocatable Swing Space project, the associated budget in the amount of \$4,168,459, and the use of Measure C funds for this project.

Salvatore G. Rotella
President

Prepared by: Aan Tan
Associate Vice President
Facilities and Planning

**RIVERSIDE CITY CAMPUS
RELOCATABLE SWING SPACE
- PROJECT BUDGET -**

Preliminary Plans/Working Drawings

Inclusive of project management, DSA plan check fees, Community College plan check fee, preliminary soils testing and CEQA process \$276,557

Construction

Site development, purchase of portables 3,273,135

Construction Soft Cost

Tests and inspections, construction management, architectural and engineering oversight and secondary effects 464,767

Group II Equipment

Information Technology 154,000

TOTAL PROJECT COST \$4,168,459

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND DEVELOPMENT

Report No.: V-B-3

Date: December 14, 2004

Subject: Agreement to Hire GKK Corporation to Prepare the Final Project Proposal (FPP)
Submittal for Nursing/Science, Riverside City Campus

Background: Staff is requesting that the Board of Trustees approve the hiring of GKK Corporation to prepare the Final Project Proposal for Nursing/Science which is due in the Chancellor's Office by May 1, 2005. GKK has had architectural experience in designing hospital buildings in Southern California (20+ hospitals). GKK's contract would run from December 15, 2004 through June 30, 2005 and not exceed \$33,000. The financing of this effort would be funded via Measure C bond proceeds.

Recommended Action: It is recommended that the Board of Trustees approve: 1) hiring GKK Corporation, at a cost not to exceed \$33,000, for the period December 15, 2004 through June 30, 2005; and 2) the use of Measure C bond proceeds for this purpose. It is further recommended that the Board of Trustees authorize the Vice President, Administration and Finance, to sign the contract.

Salvatore G. Rotella
President

Prepared by: Aan Tan
Associate Vice President
Facilities and Planning

November 16, 2004

Mr. Aan Tan
Associate Vice President Facilities and Planning
RIVERSIDE COMMUNITY COLLEGE DISTRICT (RCCD)
3845 Market Street
Riverside, CA 92501



20411 SW BIRCH
STREET SUITE 300
NEWPORT BEACH
CA 92660
949-250-1500
FAX 949-955-2708
www.gkkcorp.com

Re: Life Sciences (Nursing) building

GKK is pleased to provide you this proposal for Final Project Proposal (FPP) preparation services for the new construction of the **Natural/Biological/ Physical/Health Science Center** (37,000 ASF). This proposal is based on the following scope of services:

User Group interface:

- Meet with users
- Confirm user program space needs from the IPP

Prepare conceptual drawings for inclusion in FPP:

- Floor plan
- Site plan

Cost Estimate:

- Prepare a per square foot cost estimate for the building to support the JCAF 32
- Prepare a Detailed Equipment/furniture List for the building to support the JCAF 33

Outline Specifications:

- Prepare an outline specification for the proposed building

GKK will work with Richard Walden and the District to coordinate efforts and provide input with preparation of other Sections 1-16 of the FPP. The District and/or Richard Walden will provide space inventory, cap load, cap load ratios, WSCH and FTES information as required.

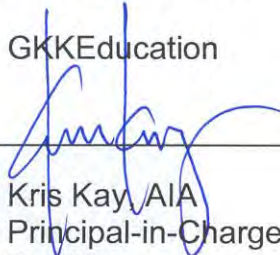
GKK proposes a fee of \$33,000 to complete the scope of work described above. We plan to have such services finished by March 4, 2005. This will be in time for submittal to RCCD's Board and prior to submittal to the State's Chancellors Office.

SUMMARY

This proposal is based upon our understanding of the project scope as herein described. If the scope of the project or services is otherwise, the proposal shall be adjusted accordingly to the mutual satisfaction of both RCCD and GKKEducation. We appreciate the opportunity to provide service to the Riverside Community College District by assisting you with the implementation of this important effort.

SUBMITTED BY:

GKKEducation



Kris Kay, AIA
Principal-in-Charge, Higher Education
Facilities

Date: 11/16/04

ACCEPTED BY:

Riverside Community College
District

Name:

Title:

Date:

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND DEVELOPMENT

Report No.: V-B-4

Date: December 14, 2004

Subject: Agreement to Hire tBP Architecture to Prepare the Final Project Proposal (FPP)
Submittal for Moreno Valley Campus, Phase III

Background: tBP Architecture has worked on the District's Moreno Valley Campus' Phase I and Phase II projects and the current Early Childhood Studies "Child Center" project. It is thus familiar with the terrain, Topo, utility distribution and soil conditions of the Campus. Staff therefore requests that the Board of Trustees approve the employment of tBP Architecture to prepare the Final Project Proposal for Moreno Valley Phase III which is due to the Chancellor's Office by May 1st, 2005. The contract would run from December 15, 2004 through June 30, 2005 with a cost not to exceed \$33,000. Financing would come from Measure C funds.

Recommended Action: It is recommended that the Board of Trustees approve: 1) hiring tBP Architecture, in an amount not to exceed \$33,000, for the period December 15, 2004 through June 30, 2005; and 2) the use of Measure C bond proceeds for this purpose. It is further recommended that the Board of Trustees authorize the Vice President, Administration and Finance, to sign the contract.

Salvatore G. Rotella
President

Prepared by: Aan Tan
Associate Vice President
Facilities and Planning

tBP/Architecture
Newport Beach • Concord • Los Angeles • Riverside



Architecture
Planning
Interiors
Management

November 19, 2004

Mr. Aan Tan
Associate Vice President Facilities
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

Re: Moreno Valley – Phase III
Final Project Proposal
tBP Project Number: 20561.00

Dear Aan:

We are pleased to present our Final Project Proposal for Moreno Valley, Phase III. We will finalize the Final Project Proposal per a schedule necessary to meet the May 1, 2005 submittal deadline to the Chancellor's office.

Compensation:

We propose a fixed fee of \$30,000.00 for our services for the development of the Final Project Proposal. Reimbursable Expenses are in addition to the fixed fee and include those expenses incurred in the interest of the project. We suggest that you budget approximately \$3,000.00 for these project related expenses.

If this proposal accurately reflects the scope of services we have discussed, please sign and return the attached agreement.

As always, it is a pleasure providing our services to the Riverside Community College District.

Sincerely,

tBP/Architecture

John W. McMurray, AIA
President/CEO

JWM:dy
Enclosure



Architecture
Planning
Interiors
Management

ATTACHMENT 1

PROFESSIONAL SERVICES AUTHORIZATION

Between the Client:

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

and the Architect:

tBP/Architecture
2300 Newport Boulevard
Newport Beach, CA 92663

John W. McMurray, AIA CA License #C6223

for **tBP** Project No.: 20561.00

Location: Riverside Community College District

Scope of Work: Moreno Valley, Phase III – Final Project Proposal

Compensation: Fixed Fee of \$30,000.00

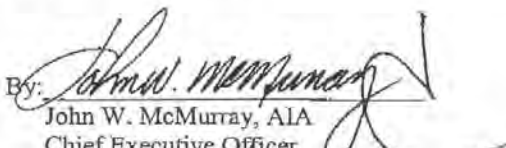
Reimbursable Expenses: Reimbursable Expenses are in addition to the fee and include those expenses incurred in the interest of the project. They include project-related travel (mileage and auto expenses); printing, plotting and reprographic costs, postage and delivery charges; long distance, cellular, digital and electronic communications. These expenses will be compensated at 1.15 times the amounts invoiced to the Architect. We suggest a budget of \$3,000.00 for these project-related expenses.

Termination: Either party has the right to terminate this contract on seven (7) days written notice.

Client:
Riverside Community College District

Architect:
tBP/Architecture, Inc.

By: _____

By: 
John W. McMurray, AIA
Chief Executive Officer

Date: _____

Date: 11.19.04

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**

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

_____, the individual you nominated for recognition, is now under consideration by the Facilities Naming Committee. All forms and supporting documents must be submitted within one year of initial nomination of candidate. Please provide the following requested information and return to the Public Affairs and Institutional Advancement 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
PERSONNEL AND LABOR RELATIONS

Report No.: V-C-1

Date: December 14, 2004

Subject: Contract with California Community Colleges Registry Job Fair

Background: Attached for the Board's consideration is the proposed contract between Riverside Community College District and the California Community Colleges Registry Job Fair to attend, exhibit, and advertise District faculty and management positions. The Job Fair is scheduled to be held at the Marriott Hotel in Los Angeles, CA on Saturday, January 22, 2005 from 9:00 AM until 3:00 PM. Attendance at the Job Fair will require a total booth fee of \$1,500 payable by January 14, 2005. Funding source: General restricted fund.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. This agreement has been reviewed by Edward Godwin, Risk Management.

Recommended Action: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and the California Community Colleges Registry Job Fair and authorize the Vice President, Administration and Finance to sign the contract. The term of the agreement is for January 22, 2005 and requires a total of \$1,500 payable no later than January 14, 2005.

Salvatore G. Rotella
President

Prepared by: Monica Delgadillo-Flores
Director, Diversity, Equity and Compliance/
Assistant to the President

Dear Community College Exhibitor

We are pleased to inform you that we are planning two CCC Job Fairs for 2005 in Los Angeles and San Francisco. They will be held on Saturday, January 22, 2005, from 9 am. to 3 p.m. at the Los Angeles Airport Marriott and Saturday, January 29, 2005 from 9 a.m. to 3 p.m. at the San Francisco Airport Marriott. Enclosed are:

- 1) Job Fair 2005 reservation form
- 2) Terms and Conditions form

By returning the reservation form and the Terms and Conditions form with a deposit of \$250, your district is agreeing to the Terms and Conditions as stated. The \$250 deposit is included as part of the total booth IS. If you reserve one CCC booth, it will be \$1250 total, \$250 will be withheld as the deposit in the event of cancellation.

At no additional cost, we will notify all of the applicants on the CCC Registry database of 35,000 and plan to advertise in the Los Angeles Times and The Chronicle of Higher Education, the ethnic press papers and IJCICSU student papers. We are expecting over 2,500 prospective job seekers to attend these events.

New Addition

Included in the registration fee, the CCC Registry will provide lunch for two college district staff in attendance at each job fair. Additional lunch tickets are \$20 each and must be included with the final booth payment by January 14, 2005. No lunch tickets will be available the day of the events. The purchase of additional booth space does not include lunch tickets.

To reserve your booth space we recommend you fax your reservation and Terms and Conditions forms; and send a deposit as soon as possible.

Please contact us if you have any questions, (800) 245-4157.

Sincerely,

Beth Au
Director
CCC Registry

**California Community Colleges Registry
16 Annual Job Fairs 2005, Los Angeles and San Francisco**

TERMS AND CONDITIONS

- 1) Ten college districts must participate at each venue to hold a CCC Registry Job Fair 2005 in Los Angeles or San Francisco.
- 2) A \$250 deposit must be received no later than December 14, 2004 to reserve a space. A reservation form without a deposit does not ensure a booth space.
- 3) Full payment must be received no later than January 14, 2005.
- 4) Open positions must be received by January 14, 2005 to be included in the job list for distribution to job seekers.
- 5) Cancellation before January 14, 2005 will result in forfeiture of \$250 deposit.
- 6) Cancellation after January 14, 2005 will result in forfeiture of full payment.
- 7) Cancellation must be made in writing and faxed to the CCC Registry• office by 4:00 p.m., January 14, 2005. No exceptions will be made.

Sign Name Here

Print Name Here

Date

Fax this document with your registration form to (209) 527-3534.

CCC Registry Los Angeles and San Francisco 16th Annual Job Fairs 2005

Sat., January 22, 2005	Sat., January 29, 2005	LA Job Fair:	\$1250	LA Job Fair Only	\$
9:00 a.m. – 3:00 p.m.	9:00 a.m. – 3:00 p.m.	SF Job Fair:	\$ 750	SF Job Fair Only	\$
LAX Marriott	SFO Marriott	Both Job Fairs:	\$1800	Both Job Fairs	\$
5855 West Century Blvd	1800 Bayshore HWY	Additional Space:	\$ 250 ea	Add. Space	\$
Los Angeles, CA 90045	Burlingame, CA 94010	fair per booth		Add. Lunch	\$
Phone: (310) 641-5700	Phone: (650) 692-9100	Job List Only:	\$ 100		
Booth rate: \$1250	Booth rate: \$750	Additional Lunch:	\$ 20 ea	<u>Job List Only</u>	\$
Includes 2 lunches	Includes 2 lunches				
		Total			\$

PLEASE COMPLETE THE FOLLOWING INFORMATION: (PRINT OR TYPE)

Contact Person:

Telephone:

College/District:

Fax:

(Identifies how sign will read)

Address:

Email:

- **\$250 deposit must be received by December 14, 2004 with reservation and Terms & Conditions forms.**
- **Full Payment must be received by January 14, 2005.**
- **Open positions for the “Job List” need to be received via email in a Word document by January 14, 2005 to be included. Email all “Job Lists” to Nancy Holmes: holmesn@yosemite.cc.ca.us**

Please mail a copy of this form with payment to : **YCCD, for CCC Registry Job Fair**

ATTN: Nancy Holmes

PO Box 4065

Modesto, CA 95352

Fax: (209) 527-3534

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PERSONNEL AND LABOR RELATIONS

Report No.: V-C-2

Date: December 14, 2004

Subject: Reclassification of Student Services District Administrators

Background: 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.

<u>Incumbent</u>	<u>From</u>	<u>To</u>
Paula McCroskey	Associate Dean Disabled Students Programs & Services Salary Range: 18.4	District Dean Disabled Student Programs & Services Salary Range: 19.0
Lorraine Anderson	Associate Dean Admission & Records Salary Range: 18.4	District Dean Admission & Records Salary Range: 19.0
Eugenia Vincent	Associate Dean Financial Student Services Salary Range: 18.4	District Dean Student Financial Services Salary Range: 19.0
Patricia Smith	Director Health Services Salary Range: 16.8	District Director Health Services Salary Range: 17.0
Vacant	Associate Dean of Athletics & Physical Education Salary Range: 18.9	District Dean of Athletics & Physical Education Salary Range: 19.0
Robert Schmidt	Director Sports & Activities & Information Salary Range: 12.4	District Director Sports Information Athletic Event Supervisor Salary Range: 12.5

Recommended Action: 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
FINANCE AND AUDIT

Report No: V-D-1

Date: December 14, 2004

Subject: Surplus Property - Bleachers

Background: Education Code Section 81450 permits the Board of Trustees to declare District property as surplus if the property is not required for school purposes, is deemed to be unsatisfactory or not suitable for school use; or if it is being disposed of for the purposes of replacement. Education Code Section 81452 permits surplus property to be sold at private sale, without advertising, if the total value of the property does not exceed \$5,000.

On November 16, 2004 the Board of Trustees approved the Track and Field Project. This project will require the demolition of the bleachers in Wheelock Stadium. Based on our experience with dismantling these bleachers, staff estimates a demolition cost of approximately \$25,000.

The District has received a proposal from Riverside Scrap Iron and Metal Corporation to demolish and remove the bleachers in exchange for the scrap value of the aluminum and steel in the structure. The value of the salvage to the District is estimated at no more than \$2,500. In the staff's judgment, this option is the most cost effective course of action for the District.

Recommended Action: It is recommended that the Board of Trustees by unanimous vote (1) declare the bleachers at Wheelock Stadium to be surplus; (2) find that the property does not exceed the total value of \$5,000; (3) approve the demolition, removal and acquisition thereof by Riverside Scrap Iron and Metal Corporation; and (4) authorize the Vice President, Administration and Finance, to sign the agreement with Riverside Scrap Iron.

Salvatore G. Rotella
President

Prepared by: Marilyn K. Mathieu
District Controller

Mike Byrd
Facilities Manager

Edward Godwin
Director, Administrative Services

**AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
RIVERSIDE SCRAP IRON AND METAL CORPORATION**

WHEREAS, Riverside Community College District (RCCD) desires to use the services of Riverside Scrap Iron and Metal Corporation (Riverside Scrap) for the purpose of disassembling the visitors' bleachers at Wheelock Stadium; and

WHEREAS, Riverside Scrap agrees to undertake this service in exchange for the salvage value of these bleachers;

NOW THEREFORE, the parties agree as follows:

1. Riverside Scrap agrees to disassemble and dispose of the visitors' bleachers at Wheelock Field with no financial obligation to RCCD.
2. Riverside Scrap will supply any workers and equipment necessary to dismantle the visitors' bleachers and remove the items with a two-day notice.
3. Riverside Scrap will complete the job within five working days.
4. Riverside Scrap will hold harmless and indemnify RCCD for any claims, lawsuits or liabilities of any type suffered by RCCD arising from the Riverside Scrap's acts or omissions in the performance of this contract. RCCD will hold harmless and indemnify Riverside Scrap for any claims, lawsuits, or liabilities of any type suffered by the Riverside Scrap arising from RCCD's acts or omissions in the performance of this contract.
5. Riverside Scrap will name RCCD as an additional insured on its insurance policy for liability arising out of the performance of this contract.

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RIVERSIDE SCRAP IRON AND METAL CORPORATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No: V-D-2

Date: December 14, 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

Background: Attached (Attachment A) for the Boards' review and information are copies of Board Policies 7045 and 7046 and the regulations associated therewith. We were advised by legal counsel that due to the changes in statutory and case law, our regulations needed to 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.

This matter was previously discussed for first reading in November. Subsequently, staff has revised Section II, Fee Charge, in the regulations for Board Policy 7046 to update costing for video and audio tapes and to add fees for DVDs, CDs and Mini DV tapes.

Recommended Action: It is recommended that the Board of Trustees approve the attached revisions to Board Policies 7045 and 7046 and related regulations.

Salvatore G. Rotella
President

Prepared by: James L. Buysse
Vice President
Administration and Finance

Policy 7045

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

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 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.

April 2, 1990

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 for First Reading_____ 9-20-83

Approved by Board_____ 10-4-83

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

April 2, 1990

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.

April 2, 1990

Regulation 7046

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 per video tape~~

~~\$3.00 per audio tape~~

\$8.00 per video tape

\$7.00 per audio tape

\$8.50 per CD

\$11.00 per DVD

\$13.00 per Mini DV tape

April 2, 1990

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report: V-D-3

Date: December 14, 2004

Subject: Agreement with Provider Contract Food Service

Background: Attached for the Board's review and consideration is a proposed agreement between the Riverside Community College District and Provider Contract Food Service for consulting services regarding the design of facility modifications to the food service facilities on the Moreno Valley, Norco and Riverside campuses. Pursuant thereto, Provider would recommend design changes with specific menu strategies in mind for deployment. Provider Contract Food Service is locally based and operates food service operations at California Baptist University, the Riverside County Office of Education building located at 4080 Lemon, and the Grove Café as well as others.

The food service operations on all three RCCD campuses are in need of significant facility improvements if services are to be expanded and improved to accommodate the needs of students, staff and faculty. The intention here is to proceed with a two-phase improvement plan, beginning with modification of the facilities followed by operational consultation and support to effectuate implementation strategies at each campus. This second phase would include menu design, purchasing recommendations, cost analysis, and marketing support.

The terms of the proposed agreement would be for the period December 14, 2004, through March 31, 2005. Aaron Brown, Associate Vice President of Administration and Finance, James Buysse, Vice President of Administration and Finance, and Linda Lacy, Vice President of Student Services and Operations have reviewed this agreement. It is estimated that the cost under this agreement will not exceed \$15,000. Funds for this purpose were previously budgeted for fiscal '05 in Resource 3200.

Recommended Action: It is recommended the the Board of Trustees approve the proposed agreement between the Riverside Community College District and Provider Contract Food Service for consulting services relative to the design of facility modifications to food service facilities on the Moreno Valley, Norco, and Riverside campuses for the period December 14, 2004, through March 31, 2005, at a cost not to exceed \$15,000, and authorize the Vice President, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
President

Prepared by: James Buysse
Vice President
Administration and Finance
and
Linda Lacy, Vice President Student Services and Operation

AGREEMENT FOR FOOD SERVICE FACILITY DESIGN SERVICES

THIS AGREEMENT is made this 14th day of December, 2004, by and between RIVERSIDE COMMUNITY COLLEGE DISTRICT, herein called RCCD, and Provider Contract Food Service, herein called Consultant.

1. Recitals.
 - a. Consultant represents that it has the background and experience to provide Food Service facility design services to RCCD and is familiar with the purpose and powers of RCCD.
 - b. RCCD desires that said services be provided and to retain Consultant in that connection, and Consultant is desirous of rendering such services.
2. Purpose. It shall be the purpose of this agreement for Consultant to render certain assessments and proposals concerning the design of RCCD's food service facilities for which Consultant shall receive compensation as provided in Paragraph 7 herein.
3. Scope of Services. Consultant shall provide food service facility design services, including without limitation, labor, materials, equipment, transportation, supervision, and expertise, as may be necessary to fully and professionally perform the services set forth in Exhibit "A" (Scope of Services), attached hereto and by this reference made a part of this agreement.
4. Term. Consultant shall commence the performance of the services contemplated hereunder upon execution of this agreement by the parties hereto and shall complete such services on (or before) March 31, 2005, unless terminated earlier as provided hereinafter.
5. Cooperation/Inspection.
 - a. RCCD shall give timely cooperation to Consultant to include reasonable access to RCCD's food service facilities as may be deemed necessary to perform the services contemplated hereunder. Consultant shall cooperate, and otherwise work, with RCCD's personnel and make itself available to RCCD's personnel and other consultants, if applicable, during the term of this agreement.
 - b. All of the services contemplated hereunder shall be subject to RCCD's review, monitoring, inspection, and/or approval; provided, however, that any such inspections shall be conducted at reasonable times.

6. Standard of Care/Licenses. Consultant shall perform the services contemplated hereunder in a skillful and competent manner, and shall secure and maintain in force any and all licenses, permits or other documents that it may be required to have by any federal, state or local laws in order to perform such services.
7. Compensation/Billing/Payment. As compensation for the services to be rendered hereunder, RCCD shall pay to Consultant such sums and amounts in accordance with the Compensation Schedule set forth in Exhibit "B", attached hereto and by this reference made a part of this agreement
8. Reimbursement of Expenses. Consultant shall not be reimbursed for any costs and expenses incurred on RCCD's behalf, including without limitation, travel, telephone toll charges, messenger service, and copies of documents, unless written approval has first been obtained from RCCD's representative.
9. Additional Services. Upon request in writing to do so by RCCD during the term of this agreement, Consultant shall perform services in addition to those services contemplated hereunder and such additional services shall be designated as "Extra Work." Extra Work shall be construed as services which are determined by RCCD to be necessary and appropriate but which were not reasonably anticipated by the parties hereto. Compensation for such Extra Work shall be made on the basis agreed to in advance and in writing by the parties.
10. Termination. This agreement may be terminated in whole or in part by RCCD or its authorized representative upon written notice thereof to Consultant. In the event of such termination, Consultant shall deliver to RCCD forthwith all documents, data, graphs, summaries, and other related materials, finished or unfinished, which were prepared or accumulated by Consultant in connection with the services contemplated hereunder and any Extra Work performed prior to the date of such termination. Upon delivery thereof, Consultant shall be paid for all approved compensation and expenses not previously paid by RCCD prior to the date of such termination.
11. Representatives.
 - a. RCCD's Vice President of Student Services and Operations, or his or her designee, shall serve as RCCD's representative and shall have the authority to act on behalf of RCCD for all purposes hereunder. RCCD's representative, or his or her designee, shall be available to Consultant at all reasonable times.
 - b. Consultant's representative shall be Rodney Couch, who shall be the person in charge of all services to be performed hereunder. Consultant's representative shall be available to RCCD at all reasonable times. Any substitution or replacement of Consultant's representative shall require prior approval, in writing, by RCCD's representative.

12. Property of RCCD. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of RCCD upon the completion of the services contemplated hereunder, except that Consultant shall have the right to retain copies of all such data for its records. RCCD shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this agreement shall be at RCCD's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following termination of this agreement, desires to use any such data, it shall first obtain approval of RCCD's representative in writing.
13. Independent Contractor. Consultant, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of RCCD.
14. Procurement of Similar Services. In the event this agreement is terminated in whole or in part, RCCD may procure, and otherwise contract for services similar to those terminated upon such terms and in such manner as RCCD may deem appropriate in its sole discretion.
15. Force Majeure. In the event Consultant is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, Consultant shall not be held liable to RCCD for such failure to comply.
16. Binding on Successors. Consultant, its assigns and successors in interest, shall be bound by all the provisions contained in this agreement, and all of the parties thereof shall be jointly and severally liable.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

PROVIDE CONTRACT
FOOD SERVICES

By: _____
James L. Buysse, Vice President
Administration and Finance

By: _____
Consultant

EXHIBIT A

SCOPE OF SERVICES

Consultant will provide a design assessment of RCCD's Food Service facilities and proposals relative to the improvement thereof. In so doing, Consultant will direct such recommended design changes with specific menu strategies in mind for deployment. The Consultant's report will be due to the Office of RCCD's Vice President, Student Services and Operations on or before March 31, 2005.

EXHIBIT B

COMPENSATION SCHEDULE

The cost for this project will not exceed \$12,500 unless written approval has first been obtained from RCCD's representative as designated in the Agreement. Consultant shall submit a billing to RCCD upon completion of the project, and RCCD shall pay Consultant promptly and no later than thirty (30) days after receipt thereof.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No. V-D-4

Date: December 14, 2004

Subject: Award of Bid – Relocatable Swing Space Site Preparation,
Riverside City Campus

Background: On September 16, 2004, the Board of Trustees approved using Measure “C” G.O. Bond monies to construct temporary swing space needed for those classrooms, labs, offices, etcetera, being displaced during renovation of the Quadrangle Modernization Project and future projects on the Riverside City Campus. On November 29, 2004, bids were received from four vendors in response to the Invitation to Bid for the site preparation work associated with this project. The results are as follows:

HP Construction	\$1,150,000
Hinkley and Associates	925,000
RJ Jensen	1,050,000
Betts Construction	1,306,600

Following review, District staff recommends awarding the bid in the amount of \$925,000 to Hinkley and Associates. References for this bidder were checked and found to be satisfactory. As noted above, funding will be derived from Measure C bond proceeds.

Recommended Action: It is recommended that the Board of Trustees award the bid for site preparation work associated with the Relocatable Swing Space project on the Riverside City Campus to Hinkley and Associates in the amount of \$ 925,000 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-5

Date: December 14, 2004

Subject: Award of Contract – Modular Buildings for Relocatable Swing Space Project, Riverside City Campus

Background: The District has a need for forty-eight (48) modular buildings for the Relocatable Swing Space project on the Riverside City Campus. Quotes from four manufacturers with open piggyback bids for modular buildings were received. The following quotes reflect the cash purchase price from each manufacturer:

Williams Scotsman	\$2,326,110.99
ModTech	\$2,298,135.54
Modular Structures, Inc.	\$2,484,236.00
Mobile Modular	\$2,344,880.75

Val Verde Unified School District awarded a bid, #99-01-A, which the District may use in accordance with Public Contract Code 20118, as designated in the terms and conditions of the bid and in accordance with Public Contract Code Section 20652 which is written specifically for California School Districts. ModTech Manufacturing and Construction submitted a proposal for the purchase and installation of 48 DSA-approved modular buildings for the cost of \$2,298,135.54 at the relocatable swing space location.

District staff has reviewed the proposal and bid and found it to be in the best interest of the District to purchase the buildings through this bid. Funding for this purchase will come from Measure C bond proceeds.

Recommended Action: It is recommended that the Board of Trustees award a contract to ModTech for the purchase and installation of DSA-approved modular buildings for the Relocatable Swing Space project at the Riverside City Campus per the terms of the bid awarded by Val Verde Unified School District for a total cost of \$2,298,135.54. It is further recommended that the Board of Trustees 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-6

Date: December 14, 2004

Subject: Award of Bid –Real Time Captioning Services

Background: Disabled Student Services provides captioning and interpreting services for hearing impaired students. This service consists of transcribing classroom lectures and using a computer-compatible stenography machine and real time captioning computer software with readout on a laptop computer, television or LED display. The anticipated cost for this service is approximately \$63,300 for the 2005 fiscal year, with funding provided from Fund 12, Resource 1190.

On November 29, 2004, bids were received from 3 vendors in response to the Invitation to bid for Real Time Captioning Services. The results are as follows:

Quick Captioning	\$40.00 an hour
Rapid Text	\$47.00 an hour
E-Z Captioning	\$33.00 an hour

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

Recommended Action: It is recommended that the Board of Trustees award the bid for Real Time Captioning Services for the period December 15, 2004, through December 14, 2005, in the amount of \$33.00 per an hour and authorize the Vice President, Administration and Finance, to sign the attached agreement.

Salvatore G. Rotella
President

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
INVITATION FOR PROPOSAL

REAL TIME CAPTIONING SERVICES
CONTRACT DOCUMENTS

PROPOSAL FORM

The signature of the authorized representative of the proposer certifies that all information included with this proposal response is true and correct, that the terms of the proposal documents are understood and agreed to herein, and that the prices set forth in this proposal response will be valid for acceptance for a period of sixty (60) days from the date of the proposal opening.

E2 Captioning
COMPANY NAME
3061 Manchester Cir
ADDRESS
Corona, CA 92879
CITY/STATE/ZIP
951-210-2661
PHONE NUMBER
951-210-2661
FAX NUMBER
www.E2captioning.com
WEBSITE URL

[Signature] 11/23/04
AUTHORIZED SIGNATURE DATE
Bessalyo Turner, President
PRINTED NAME AND TITLE

[Signature]
AUTHORIZED SIGNATURE DATE
Bessalyo Turner
PRINTED NAME AND TITLE
e2captioning@aol.com
CONTACT FOR THIS PROPOSAL
EMAIL ADDRESS

In accordance with the Corporations Code of California, any contract entered into by any corporation with Riverside Community College District shall be signed by two officers of the corporation: the president/CEO or any vice president AND the secretary or the treasurer/CFO or any assistant treasurer. If proposer is a corporation, and signer is not an officer, attach certified copy of by-laws or resolution authorizing execution. If proposer is a corporation, affix corporate seal. If signer is an agent, attach power of attorney. If proposer is not an individual, list names of other persons authorized to bind the organization.

All prices quoted are to include all materials and labor, taxes, shipping charges, and license fees (if applicable).

HOURLY LABOR RATE \$ 33 PER HOUR
depending on # of students (see attachment)

ATTACH ALL PROPOSAL SUBMITTALS REQUIRED IN SPECIFICATIONS AND SCOPE OF WORK, AND

ATTACH PROOF OF INSURANCE: Commercial General Liability, Automobile, Worker's Compensation

REMINDER: Proposal submittals that do not include all documents requested (Proposal Form, price schedules and supplemental information, Non-Collusion Affidavit, Hold Harmless Agreement, references, etc.) are subject to non-consideration in this proposal process.

This proposal is accepted on behalf of the Board of Trustees of Riverside Community College District per their award made at the regular meeting on _____.

James L. Buysse
Vice President, Administration and Finance

Date

EZ CAPTIONING
3061 Manchester Circle
Corona, CA 92879
Office: 951-270-2661
Fax: 951-270-2661

Mission Statement:

EZ Captioning strives to provide both captioning and interpreting services at the most competitive rates, while producing top quality work catered toward the deaf and hard-of-hearing. We are easily at your grasp, available for you 7 days a week. Keeping up with the latest in technology we manage to stay ahead preparing many for mainstreaming, allowing our clients to excel in all of their endeavors. We tailor our business to meet your special requests. We get it right the first time around!

A real-time captioner will be responsible for writing down spoken language word for word stenographically and providing the student with a hard copy of the transcript, emailed copy or by copying the transcript to a diskette. This decision is up to the student. Student must provide students with a copy of transcripts within 24 hrs. if emailing them. A real-time captioner is to assist in real-time captioning only and is not a tutor or is qualified to give advice in any way.

EZ Captioning provides captioning services to assist the deaf and hard-of-hearing in education, television, workshops and seminars. All captioners have been screened and tested and are highly qualified to provide these services. EZ Captioning is responsible for making sure a real-time captioner is available for scheduled classes provided by Riverside Community College. The Agency will make sure all schedules are fulfilled two weeks before beginning of new semester. way.

EZ Captioning is small business State Certified and will submit an invoice for work completed on a weekly basis.

Fees are as follows:

Real-time captioning

1 student	\$40 per hr.
2 to 5 students	\$38 per hr.
6 to 10 students	\$36 per hr.
Over 10 students	\$33 per hr.

**There is a two-hour minimum on all services.

A request must be made in writing at least one week before scheduled event via email at ezcaptioning@aol.com. Same day service can be provided at an additional fee. Your request should include:

- Class schedule (to include dates, times and subjects)
- Location of event to include room or building number
- Contact name and number of scheduler
- Name of person receiving the service

A 24-hour cancellation notice must be given to the agency, otherwise client is subject to all fees. If student does not arrive within the first 30 minutes of scheduled class, student is considered a "No Show" and captioner may leave and bill for that day.

On extreme emergency situations where a captioner does not show up and the Agency does not have ample time to provide a substitute, of course Riverside Community College will not be billed.

Emergency includes: Traffic accident, or sudden illnesses.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No. V-D-7

Date: December 14, 2004

Subject: Purchase Using California Multiple Award Schedules (CMAS) and General Services Administration Federal Supply Service Schedules (GSA)

Background: 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. The staff proposes that the District, pursuant to Public Contract Code Section 20652, use these contracts to purchase computer software and hardware equipment for the MLK High-Tech Center.

The GSA "Dell Marketing award contract No. 3-94-70-0012" will be used for the purchase of 678 computers, anti-theft security kits, audio headphones and a 3-year parts and imaging warranty in the amount of \$942,161.00. CMAS award contract No. 1001-00NFQ will be used to purchase Storage Tek hardware, software and a 3-year maintenance arrangement for the information technology infrastructure in the amount of \$135,998.80. Funding is provided from Fund 41, Resource 4100, State Construction and Scheduled Maintenance.

Recommended Action: It is recommended that the Board of Trustees approve using the General Services Administration Schedules "Dell Marketing award contract No.3-94-70-0012" for the purchase of computers and peripherals, in the amount of \$942,161.00, and the California Multiple Award Schedules award contract No. 1001-00NFQ for Storage Tek information technology infrastructure, in the amount of \$135,998.80, for the MLK High-Tech Center.

Salvatore G. Rotella
President

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: V-D-8

Date: December 14, 2004

Subject: Agreement - Richard Walton, Consultant

Background: Staff is requesting that the Board of Trustees approve the employment of Mr. Richard Walton as a Consultant to provide assistance in the development and State funding processes for the following District projects:

Riverside School for the Arts
Center for Primary Education
Moreno Valley Phase III
Norco Phase III
Nursing/Sciences

Mr. Walton's contract would run from December 15, 2004 through June 30, 2005 and not exceed \$11,680. Services for the latter three projects would be funded via Measure C bond proceeds, with the other projects funded through current budgets.

Recommended Action: It is recommended that the Board of Trustees approve: 1) the attached agreement with Mr. Richard Walton at a cost not to exceed \$11,680 for the period December 15, 2004 through June 30, 2005; and 2) the use of Measure C bond proceeds for the three projects noted above. It is further recommended that the Board of Trustees authorize the Vice President, Administration and Finance, to sign the contract.

Salvatore G. Rotella
President

Prepared by: Aan Tan
Associate Vice President
Facilities and Planning

**AGREEMENT BETWEEN RICHARD WALTON
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made and entered into on the 15th day of December, 2004 by and between Richard Walton, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Consultant will assist in the development and State funding processes for the following projects:

Riverside School for the Arts
Center for Primary Education
Moreno Valley Phase III
Norco Phase III
Nursing/Sciences

2. The services outlined in Paragraph 1 will be provided at RCCD or Sacramento
3. The services rendered by the Consultant are subject to the review and supervision by the District's Associate Vice President, Facilities and Planning.
4. The term of this agreement shall be from December 15, 2004 to June 30, 2005.
5. Payment in consideration of this agreement shall not exceed \$11,680:
 - a. \$90/hour for services; and
 - b. Reimbursable expenses in an amount not to exceed \$1,600.

Payments will be made as authorized by the Associate Vice President, Facilities and Planning and delivered by U.S. mail.

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 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.
8. This agreement may not be assigned in whole or in part without the prior written consent of the District.

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

Riverside Community College District

Consultant

Dr. James Buysse
Vice President
Administration & Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No: V-D-9

Date: December 14, 2004

Subject: Agreement for Construction Management Services

Background: Keith Francis & Co., Inc. has assisted the District over the past decade on various District projects and has been involved in efforts to date on the P1 Parking Structure, PE Complex and Relocatable Swing Space projects. We are requesting at this time that the District enter into a contract with Keith Francis & Co., Inc. to provide Construction Management Services, including Labor Compliance, for these three projects.

The contract would run from December 1, 2004 through October 1, 2006 at a cost not to exceed \$283,197.00. Funding would be provided from the projects' budgets.

Recommended Action: It is recommended that the Board of Trustees approve hiring Keith Francis & Co., Inc., in an amount not to exceed \$283,197.00, for the period December 1, 2004 through October 1, 2006 and authorize the Vice President of Administration and Finance to sign the agreement.

Salvatore G. Rotella
President

Prepared by: Aan Tan
Associate Vice President
Facilities and Planning

**AGREEMENT BETWEEN KEITH FRANCIS & CO., INC.
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

This agreement is made and entered into on the 1st day of December, 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 Construction Management Services, including Labor Compliance/Fiscal Tracking, for the following Riverside City Campus projects:
 - A. Physical Education Complex
 - B. P1 Parking Structure
 - C. Swing Space
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 which are performed on the campus.
3. 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 December 1, 2004 to October 1, 2006.
5. Payment in consideration of this agreement shall not exceed \$283,197. Payments will be made as authorized by the Associate Vice President, Facilities and Planning and delivered by U.S. Mail. Budget detail is as follows:

A. Physical Education Complex	\$ 56,700.00
B. P1 Parking Structure	129,600.00
C. Swing Space	3,800.00
D. Labor Compliance/Fiscal Tracking	<u>93,097.00</u>
	\$ 283,197.00
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.
8. This agreement may not be assigned by Consultant in whole or in part without the advance written consent of the District.

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

KEITH FRANCIS & CO., INC.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Keith Francis
Consultant

James L. Buysse
Vice President, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No. V-D-11

Date: December 14, 2004

Subject: CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended September 30, 2004

Background: Education Code Section 84040 specifies that financial information be periodically reported to the Board of Governors for the California Community Colleges. To comply with this requirement, the District prepares Form CCFS-311Q – Quarterly Financial Status Report each fiscal quarter for submission to the Chancellor’s Office. For purposes of this report, the General Fund includes:

Fund 11 – Unrestricted

Resource 1000 – General Unrestricted
Resource 1010 – Certificates of Participation Clearing
Resource 1080 – Community Education
Resource 1090 – Performance Riverside
Resource 1110 – Bookstore (Contractor Operated)
Resource 1170 – Customized Solutions

Fund 12 – Restricted

Resource 1050 – Parking
Resource 1070 – Student Health
Resource 1180 – Redevelopment Pass-Through
Resource 1190 – Grants and Categorical Programs

Information Only: Attached for your information is a copy of the CCFS-311Q – Quarterly Financial Status report for the quarter ended September 30, 2004.

Salvatore G. Rotella
President

Prepared by: Aaron S. Brown
Associate Vice-President, Finance

Fiscal Year 2004-2005
District:(960)RIVERSIDE Quarter Ended: (Q1) September 30, 2004
Certified Date:15-Nov-04 08:32 AM

I. Historical and Current Perspectives of General Fund (Unrestricted and Restricted):

<u>Annual</u>	As of June 30 for fiscal year (FY) specified.			
	FY01-02	FY02-03	FY03-04	FY04-05
General Fund Revenues (Objects 8100, 8600, and 8800)	106,159,710	108,508,808	108,969,571	124,650,608
Other Financing Sources (Objects 8900)	114,440	2,818,995	2,910,844	2,546,591
General Fund Expenditures (Objects 1000-6000)	106,397,064	110,163,718	107,277,651	126,660,399
Other Outgo (Objects 7100, 7300, 7400, 7500, and 7600)	12,024,508	2,272,148	2,264,122	1,098,614
Reserve for contingency Unrestricted	0	0	0	5,645,433
Reserve for contingency Total	0	0	0	8,568,730
General Fund Ending Balance Unrestricted	6,215,673	5,567,529	7,261,554	0
General Fund Ending Balance Total	8,799,967	7,691,903	10,030,544	900,000
Prior-Year Adjustments	0	0	0	0
Attendance FTES	24,466	23,904	23,001	24,323
<u>Quarter</u>	For the same quarter to each fiscal year (FY) specified			
	FY01-02	FY02-03	FY03-04	FY04-05
General Fund Cash Balance (Excluding investments)	20,596,263	14,302,141	11,891,848	14,406,223

II. General Fund (Unrestricted and Restricted) Year-To-Date Revenues and Expenditures:

	Total Budget (Annual)	Actual (Year-to-Date)	Percentage %
General Fund Revenues (Objects 8100, 8600, and 8000)	124,650,608	26,410,354	21.19
Other Financing Source (Objects 8900)	2,546,591	1,568,372	61.59
General Fund Expenditures (Objects 1000-6000)	126,660,399	22,128,129	17.47
Other Outgo (Objects 7100, 7300, 7400, 7500, and 7600)	1,098,614	76,553	6.97

III. Has the district settled any employee contracts during this quarter? Yes No **If yes, complete the following:** (If multi-year settlement, provide information for all years covered)

Salaries

Contract Period Settled (Specify)	Management		Academic(Certificated)		Classified	
	Total Salary	Cost-Increase %*	Total Salary	Cost-Increase %*	Total Salary	Cost-Increase %*
Year 1	0		0		0	
Year 2	0		0		0	
Year 3	0		0		0	

* As specified in collective bargaining agreement.

Benefits

Contract Period Settled	Management Total	Academic Total	Classified Total
Year 1	0	0	0
Year 2	0	0	0
Year 3	0	0	0

Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves, from cost-of-living, etc.

Backup V-D-11
December 14, 2004
Page 2 of 3

IV. Did the district have significant events for the quarter(include incurrence of long-term debt, settlement of audit citations or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.) Yes No
If yes, list events and their financial ramifications.(Include additional pages of explanation if needed.)

The District issued \$65,000,000 of general obligation bonds on August 1, 2004. The funds will be used to payoff Certificates of Participation debt and to provide funding for a number of facility projects.

V. Does the district have significant fiscal problems that must be addressed this year? Yes No

Next year? Yes No If yes, what are the problems and what actions will be taken?
(Include additional pages of explanation if needed.)

CERTIFICATION

To the best of my knowledge, the data contained in this report are correct.



District Chief Business Officer

Date

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, afforded the opportunity to be discussed and entered into the minutes of meeting.



District Superintendent

Date

Quarter Ended: (Q1) September 30, 2004

Governing Board Meeting Date

12/14/2004

Send to Printer

Back

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 COMBINED GENERAL FUNDS REVENUE AND EXPENDITURE REPORT
 FOR THE PERIOD ENDED SEPTEMBER 30, 2004**

Cash Position

	YTD Activity
Beginning Cash, July 1, 2004	\$ 8,142,612
Accounts Receivable Collections	9,094,093
Accounts Payable Payments	(5,127,455)
Revenue and Other Financial Sources	35,104,808
Expenditures and Other Outgo	(32,807,835)
Ending Cash, October 31, 2004	\$ 14,406,223

Budget Status

	Adopted Budget	Revised Budget	YTD Activity
Revenues			
Federal	\$ 9,871,246	\$ 9,871,246	\$ 224,273
State	66,683,470	66,683,470	18,287,715
Local	48,095,892	48,095,892	7,898,366
Total Revenues	124,650,608	124,650,608	26,410,354
Other Financing Sources	2,546,591	2,546,591	1,568,372
Total Revenues/Other Sources	127,197,199	127,197,199	27,978,726
Expenditures			
Academic Salaries	51,031,541	51,031,541	9,504,139
Classified Salaries	28,857,238	28,857,238	6,242,820
Employee Benefits	21,691,167	21,691,167	2,599,382
Materials & Supplies	3,200,937	3,200,937	360,775
Services	17,243,864	17,243,864	2,971,792
Capital Outlay	4,635,652	4,635,652	449,222
Total Expenditures	126,660,399	126,660,399	22,128,129
Other Outgo	1,098,614	1,098,614	76,553
Total Expenditures and Other Outgo	127,759,013	127,759,013	22,204,682
Revenues Over (Under)			
Expenditures	(561,814)	(561,814)	5,774,044
Beginning Fund Balances	10,030,544	10,030,544	10,030,544
Ending Fund Balances	\$ 9,468,730	\$ 9,468,730	\$ 15,804,588
Contingency			
Unrestricted	5,645,433	5,645,433	11,923,456
Restricted	2,923,297	2,923,297	2,981,133
Reserve	900,000	900,000	900,000
Total Contingency/Reserve	\$ 9,468,730	\$ 9,468,730	\$ 15,804,588

Note:

The budget amounts shown above were adopted by the Board of Trustees on October 19, 2004.
 The year-to-date activity is as of the quarter ended September 30, 2004.
 The cash position is as of October 31, 2004, to reflect the cash balance rollover process completed by the Riverside County Office of Education after District budget adoption.

MINUTES OF THE BOARD OF TRUSTEES
PLANNING AND DEVELOPMENT COMMITTEE MEETING OF
NOVEMBER 9, 2004

Chairperson Slocum called the Planning and Development Committee meeting to order at 5:00 p.m., in the Staff Dining Room, Bradshaw Student Building, Riverside City Campus.

CALL TO ORDER

Committee Members Present

Ms. Grace Slocum, Chairperson

Mr. Mark Takano, Vice Chairperson

Ex-officio Committee Members Present

Dr. James Buysse, Vice President, Administration and Finance

Dr. Ray Maghroori, Vice President, Academic Affairs and Student Services

Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley Campus)

Ms. Virginia McKee-Leone, Academic Senate Representative

Ms. Tamara Caponetto, CSEA Representative (Moreno Valley Campus)

Mr. Edd Williams, CTA Representative

Resource Persons Present

Dr. Brenda Davis, Provost, Norco Campus

Dr. Richard Tworek, Provost, Moreno Valley Campus

Ms. Virginia MacDonald, Chief of Staff

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

Mr. Aan Tan, Associate Vice President, Facilities

Guests Present

Dr. Linda Lacy, Interim Vice President, Student Services

Mr. Parsons reviewed the Recognition Committee's recommendation that the Board of Trustees accept for first reading the revised policy and regulations for 7070, Naming of Facilities; rename Landis Auditorium to Landis Performing Arts Center; and name the department chair office in the Cosmetology Building in honor of Professor Emerita Army Tilton, Director, Cosmetology Division, 1970-1980. These recommendations will be presented to the Board on November 16th. Discussion followed. Ms. Slocum asked to be provided with the Tilton recognition background information.

THE RECOGNITION COMMITTEE'S
RECOMMENDATION TO THE BOARD
OF TRUSTEES

Dr. Buysse reviewed the request that the Board will receive on November 16th to approve budgets and use of Measure “C” funds for the Track and Field and Parking Structure – Phase I projects. Discussion followed.

The committee adjourned the meeting at 5:12 p.m.

TRACK AND FIELD PROJECT/PARKING
STRUCTURE – PHASE I

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
ACADEMIC AFFAIRS AND STUDENT SERVICES COMMITTEE
NOVEMBER 9, 2004

Academic Affairs and Student Services Committee
Chairperson Medina called the meeting to order at
5:30 p.m., in the Staff Dining Room, 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. Tamara Caponetto, CSEA Representative
Ms. Sharon Crasnow, CTA Representative
Ms. Virginia McKee-Leone, Academic Senate Representative

Resource Persons Present

Dr. Ray Maghroori, Vice President, Academic Affairs
Dr. Linda Lacy, Vice President, Student Services/Operations
Dr. Brenda Davis, Provost, Norco Campus
Dr. Richard Tworek, Provost, Moreno Valley
Ms. Virginia MacDonald, Executive Assistant to the President and Chief of Staff
Mr. Jim Parsons, Associate Vice President, Public Affairs
and Institutional Advancement
Ms. Sylvia Thomas, Associate Vice President, Instruction
Dr. Bob Bramucci, Dean, Open Campus
Ms. Shelagh Camak, Dean, Workforce Preparation
Dr. Irving Hendrick, Dean, Education
Ms. Kristina Kauffman, Dean, Faculty
Dr. Carolyn Quin, Dean, Riverside School for the Arts
Ms. Rita Chenoweth, Associate Professor/Dance
Mr. Kevin Mayse, Associate Professor/Music

Guests Present

Mr. Mark Takano, Secretary, Board of Trustees
Dr. James Buysse, Vice President, Administration and Finance

Ms. Thomas led the committee review of proposed
courses and degree/certificate pattern revisions to
be presented to the Board for approval on
November 16, 2004. Discussion followed.

PROPOSED CURRICULAR
CHANGES

PERFORMING ARTS

Dr. Maghroori offered Mr. Mayse and Ms. Chenoweth to answer any questions about the contracts in connection with the RCC Symphony Orchestra, RCC Concert Band Festival, and RCC Dance performances that will be presented to the Board for approval on November 16th. Discussion followed.

Contracts with Becky Long, Mitch Fennel, Don Gunderson, Mark Gunderson, Don Jaramillo, John Carnahan, Jason Chevalier, Becky Long, Jerry Junkin, Amy Schiffner, and Amanda Nora

The committee reviewed a facility use agreement to provide physical education classes for the Norco Campus that will be presented to the Board for approval on November 16th. Discussion followed.

USE OF FACILITIES – 24 HOUR FITNESS CENTER

Dr. Hendrick led the committee review of agreements to provide a site for a professional development training convention, service learning locations for after school programs, and training resources and reimbursement funds to students in Early Childhood Studies that will also be presented to the Board for approval on November 16th. Discussion followed.

SCHOOL OF EDUCATION

Agreements between RCCD and Palm Springs Riviera Resort and Racquet Club, Magnolia Presbyterian Church After School Program, Trinity Lutheran Church After School Enrichment Program, Walden Family Services to Assist in Providing Marketing Research and a Fundraising Campaign, Yosemite Community College District, Child Development Training Consortium

Dr. Maghroori reviewed the agreement to be presented to the Board for approval on the 16th to provide a two-day workshop, “Focused Approach to Standards and Testing,” for 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. Discussion followed.

AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND ORGANIZATIONAL CONSULTING SERVICES

Dr. Maghroori led the committee review of the agreement to provide an on-site training workshop on October 26, 2004 that the Board will receive for consideration on November 16th. Discussion followed.

EDUCATIONAL SERVICES AGREEMENT WITH NELSON NAMEPLATE COMPANY

WORKFORCE PREPARATION

Ms. Camak explained that these agreements to be presented to the Board for approval on the 16th are with individuals to provide training for 800 plus health care workers on December 3, 2004, and will fulfill the requirements of the H1-B Technical Skills Training Grant. Discussion followed.

Consultant Agreements between Riverside Community College District and Laura Gilpin, Noreen Bowers, Vivian Branchik, Kathryn Johnson, Belva Snyder, Cordelia Johns, Kathryn Eaves, Naomi Rhode, and Dr. Venner Farley

Ms. Camak explained that the contracts to provide life skills education and training to current and emancipated foster and probation youth, and 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 will be presented to the Board on November 16th. Discussion followed.

Independent Living Program Contract between Riverside Community College District and The Community College Foundation (TCCF) and Professional Services Agreement Between Riverside Community College District and VisCom Media Development

Ms. Kauffman reviewed the agreement being presented to the Board for ratification to provide licensing and setup of 4faculty.org to Los Angeles Valley College from July 1, 2004 through June 30, 2005. Discussion followed.

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

Dr. Quin explained that the blank lease and set rental agreement will allow the District to adapt to last minute opportunities to rent sets. Discussion followed.

Blank Agreement for Rental of Theatrical Furnishings and Equipment and Set Rental

Dr. Lacy presented an overview of the reclassification of the District's Student Services administrators effective January 1, 2005. Discussion followed.

RECLASSIFICATION OF STUDENT SERVICES DISTRICT ADMINISTRATORS

The committee adjourned the meeting at 6:00 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
FINANCE AND AUDIT COMMITTEE MEETING OF
NOVEMBER 9, 2004

Finance and Audit Committee Chairperson Daley called the committee meeting to order at 6:44 p.m., in the Staff Dining Room, Bradshaw Student Center, Riverside City Campus.

CALL TO ORDER

Committee Members Present

Ms. Kathleen Daley, Chairperson

Ex-officio Committee Members Present

Dr. James Buysse, Vice President, Administration and Finance

Mr. Nick Adcock, ASRCC Representative

Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley Campus)

Mr. Richard Mahon, Academic Senate Representative

Ms. Virginia McKee-Leone, Academic Senate Representative (Riverside Campus)

Resource Persons Present

Dr. Brenda Davis, Provost, Norco Campus

Dr. Richard Tworek, Provost, Moreno Valley

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

Mr. Aaron Brown, Associate Vice President, Finance

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

Dr. Buysse explained that 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 will be presented to the Board for approval on November 16th. Discussion followed.

CONTRACTING SERVICE – LABOR
COMPLIANCE AND FISCAL
TRACKING

Dr. Buysse indicated that staff is recommending the Board award a bid for rough grading, retaining walls and the physical education complex at the Riverside Campus at the November 16th meeting. Discussion followed.

AWARD OF BID – ROUGH GRADING,
RETAINING WALLS, AND THE PE
COMPLEX, RIVERSIDE CAMPUS

Dr. Buysse explained that at the October 19th Board meeting a budget was approved for the MLK High-Tech Center. Now approval will be requested on the 16th to purchase furniture, audio visual equipment and Cisco/NIC equipment. Discussion followed.

PURCHASING USING CALIFORNIA MULTIPLE AWARD SCHEDULES, FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES VIA COUNTY OF ALAMEDA AWARD, AND THE GENERAL SERVICES ADMINISTRATION FEDERAL SUPPLY SERVICE SCHEDULES

Dr. Buysse reviewed the recommended revisions to the regulations for Board Policies 7045 and 7046 that will be presented to the Board for first reading on November 16th. Discussion followed.

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

Mr. Brown led the review of the annual financial and budget report that will be presented to the Board for their information on the 16th.

2003-2004 CCFS-311 – ANNUAL FINANCIAL AND BUDGET REPORT

Dr. Buysse explained that last month the Board approved the use of Measure “C” funds with the budget set at \$350,000 to replace the roof on the MLK High-Tech Center. On November 16th it will be recommended to award the bid to Cabral Roofing. Discussion following.

MARTIN LUTHER KING HIGH-TECH CENTER ROOF REPLACEMENT

The committee adjourned the meeting at 6:55 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

Report No.: VIII-A

DATE: December 14, 2004

Subject: CCCT Board of Directors Election – 2004

The nominations for membership on the CCCT Board of Directors are being requested at this time. Board consideration is requested to re-elect Board Member Mark Takano to the CCCT Board of Directors for another two-year term.

Salvatore G. Rotella
President

Prepared by: Heidi Wills
Administrative Assistant
Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PRESIDENT'S OFFICE

Report No.: II-B

DATE: December 14, 2004

Subject: Rank of Emeritus Awards

Background: Board Policy 3092 establishes criteria for academic rank, including the rank of Emeritus. The Academic Senate has voted and approved the following awards:

Professor Emerita Sharon Angrimson, Associate Professor, Nursing
Professor Emeritus James Baylor, Associate Professor, Business Administration
Professor Emeritus John Biehl, Associate Professor, Biology
Professor Emeritus Douglas Bond, Professor, Chemistry
Professor Emeritus Roger Duffer, Associate Professor, Music
Professor Emerita Grace Goodrich, Associate Professor, Accounting/Business/CIS
Professor Emerita Wilhelmina Hathaway, Professor, Chemistry
Professor Emeritus Gilbert Jimenez, Associate Professor, History
Professor Emerita, Doris Mawn, Associate Professor, Medical Assisting
Professor Emeritus Ron McPherson, Instructor, CIS
Professor Emerita May Paquette, Associate Professor, Office Administration
Professor Emeritus John Partida, Assistant Professor, Cosmetology
Professor Emerita Pamela Patey, Professor, Office Administration
Professor Emerita Gail Piestrup, Associate Professor, English
Professor Emerita Cheryl Roberts, Associate Professor, ECS
Associate Dean Emeritus Robert Schermerhorn, Physical Education and Athletics
Professor Emeritus Gary Semonella, Associate Professor, Speech Communication
Professor Emerita Dorothy (Chari) Wallace, Associate Professor, Business Administration
Professor Emerita Cornelia Wylldestar, Associate Professor, Reading

Recommended Action: It is recommended that the Board of Trustees approve awarding the rank of Professor Emerita, Professor Emeritus and Associate Dean Emeritus, as noted above, for their many years of outstanding service to the District.

Salvatore G. Rotella
President

Prepared by: Ruth W. Adams
Administrative Assistant to the President