RIVERSIDE COMMUNITY COLLEGE DISTRICT

Board of Trustees – Regular Meeting – February 22, 2005 - 6:00 p.m. – Board Room AD122, Riverside Campus

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

Closed Session

- Pursuant to Government Code Section 54956.8, conference regarding property located at 3550 Ramona Drive, Riverside.

Recommended Action: To be Determined

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

Recommended Action: To be Determined

- I. <u>Approval of Minutes</u> Special meeting of January 24, 2005 Regular meeting of January 25, 2005
- II. <u>Chancellor's Reports</u>
 - A. Communications

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

- B. Public Notice Riverside Community College Classified Employees, Chapter #535, California School Employees Association 2005-2008 Contract Proposal
 - Transmitted to the Board for information only as required by Government Code Section 3547(a) for public record.

Information Only

C. Agreement with Overland Pacific and Cutter, Inc. for Acquisition and Relocation Services for the Market Street/University Avenue Project
 Recommend approving the agreement for acquisition and relocation services for 3800 Market Street and 3826 University Avenue, Riverside, California.

Recommended Action: Request for Approval

- D. Personnel Reassignments
 - Recommend approving the personnel reassignment and title change.

Recommended Action: Request for Approval

III. Student Report

IV. Consent Items

A. Action

- 1. Personnel
 - Appointments and assignments of academic and classified employees.
 - a. Academic Personnel
 - 1. Appointments
 - (a) Management
 - (b) Coordinator Appointment, Spring Semester 2005
 - (c) Extra-Curricular Assignments, Spring Semester 2005
 - (d) Part-Time Faculty, Hourly Assignments, Spring Semester 2005
 - (e) Child Development Center Hourly Employee, Spring Semester 2005
 - (f) Overload Assignment, Winter Intersession 2005
 - (g) Part-Time Faculty, Hourly Assignments, Winter Intersession 2005
 - (h) Child Development Center Hourly Employees, Winter Intersession 2005

- (i) Part-Time Faculty, Hourly Assignments, Fall Semester 2004
- (j) Special Assignments
- 2. Request for Reduction in Teaching Load
- 3. Salary Reclassification
- 4. Recommendation Not to Reemploy Temporary Employees
- 5. Recommendation Not to Reemploy Non-Tenure Track Employees in Categorically Funded Positions
- 6. Separation
- b. Classified Personnel
 - 1. Appointments
 - (a) District
 - (b) Short Term
 - (c) Temporary As Needed Student Workers
 - (d) Community Education Program Spring Semester 2005
 - (e) Special Projects
 - 2. Reclassification of Classified Supervisory Position in Academic Affairs
 - 3. Professional Growths
 - 4. Military Leaves
 - 5. Request to Adjust Classified Bargaining Unit Employees' Salary
 - 6. Request to Adjust Effective Date
 - 7. Separations

- Purchase Order and Warrant Report -- All District Funds

 Purchase orders and warrant reports issued by the Business
 Office.
- 3. Annuities
 - Tax shelter annuities for employees, amendments and terminations.
- 4. Approval Budget Adjustments
 - a. Budget Adjustments
 - Request approving various budget transfers between major object codes as requested by administrative personnel.
 - b. Resolution(s) to Amend Budget
 - Resolution to Amend Budget Resolution No. 16-04/05 2004-2005 GEAR-UP Passport Plus Memorandum of Understanding with Grossmont-Cuyamaca Community College District
 - Recommend adopting a resolution to add income and expenditures to the adopted budget, contingent on approval of item V-A-5.
 - Resolution to Amend Budget Resolution
 No. 17-04/05 2004-2005 Telecommunications and Technology Infrastructure Program
 - Recommend adopting a resolution to add income and expenditures to the adopted budget.
 - Resolution to Amend Budget Resolution
 No. 18-04/05 The Community Foundation Grant
 Planning to Improve Access and Retention
 Recommend adopting a resolution to add
 income and expenditures to the adopted budget.
 - 4. Resolution to Amend Budget Resolution
 No. 19-04/05 2004-2005 Disabled Student
 Programs and Services
 - 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

- a. Award of Bid Mobile Bleachers and Performance Platform, Riverside City Campus
 - Recommend awarding a bid for mobile bleachers and a performance platform for the PE Complex.
- 6. Donations
 - Recommend accepting the listed donated items.
- 7. Out-of-State Travel
 - Recommend approving out-of-state travel requests.
- 8. Grants, Contracts and Agreements (None)
- 9. Other Items
 - a. Surplus Property
 - Recommend declaring listed property as surplus, finding the property does not exceed \$5,000, and authorizing the property be consigned to be sold on behalf of the District.

Recommended Action: Request for Approval

B. Information

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

Information Only

V. Board Committee Reports

A. Academic Affairs and Student Services

1. Performing Arts

- a. Agreement with Mike Stern
 - Recommend approving the agreement for Mike Stern to perform a guitar concert and conduct a master class for RCC students on March 18, 2005.
- b. Agreement with Scott Jannsen
 - Recommend approving the agreement with Scott Jannsen to be the sound designer for eight performances of the Off Broadway Series production of "The Last Five Years." The term of the agreement is March 27 through April 10, 2005.
- c. Agreement with Brett Strader
 - Recommend approving the agreement with Brett Strader to be the musical director for eight performances of the Off Broadway Series production of "The Last Five Years." The term of the agreement is March 27 through April 10, 2005.
- d. Agreement with James Wunderlich
 - Recommend approving the agreement with James Wunderlich to arrange "Original Composition in Seven Parts," to provide written musical parts of the arrangement and provide musical direction during a rehearsal of RCC Winter Drumline. Ther term of the agreement is February 23, 2005 through March 17, 2005.

Recommended Action: Request for Approval

- Subcontract with Santa Clarita Community College District, DBA College of the Canyons
 - Recommend ratifying the subcontract with Santa Clarita Community College District, DBA College of the Canyons, to implement portions of an Industry Driven Regional Collaborative (IDRC) Economic and Workforce Development Grant (Award Number 04-0326). The term of the award is November 9, 2004 through June 30, 2006.

Recommended Action: Request for Approval

- 3. Agreement with Maryann Beaman
 - Recommend approving the agreement with Maryann Beaman to perform all activities to plan and develop a Talent Search proposal and Education Opportunity Centers Program proposal for the Riverside City Campus. Term of the agreement is February 23, 2005 through June 30, 2005.

Recommended Action: Request for Approval

- 4. Agreement with Carlos Cortés
 - Recommend approving the agreement with Carlos Cortés to deliver a lecture and training on the subject of embracing diversity in the community colleges on April 22, 2005 and perform a one-person autobiographical play in August 2005.

Recommended Action: Request for Approval

- 5. Memorandum of Understanding between Grossmont-Cuyamaca Community College District (GCCCD) and Riverside Community College District (RCCD)
 - Recommend approving the Memorandum of Understanding between GCCCD and RCCD for its participation as a pilot site for GCCCD's SBC/NCCEP grant. The term of the agreement is for the 2004-2005 academic year.

Recommended Action: Request for Approval

- 6. Contract with G/S Consultants Judith Grutter
 - Recommend approving the agreement with G/S Consultants. This agreement will provide two-day training to 21 RCC counselors/faculty seven from each campus on the Strong and Myers-Briggs Type Indicator (MBTI). The time period is from April 1-2, 2005.

Recommended Action: Request for Approval

B. Planning and Development

- 1. Agreement to Hire Higginson+Cartozian Architects, Inc. for Minor Capital and Remodel and Alteration Projects
 - Recommend approving the agreement to employ Higginson+Cartozian for minor capital, remodel, alteration projects.

Recommended Action: Request for Approval

- 2. Agreement to Hire KCT Consultants, Inc. for the March Education Center Parking Lot Addition
 - Recommend approving agreement to employ KCT Consultants, Inc., for design/engineering of the March Education Center parking lot addition.

Recommended Action: Request for Approval

C. Personnel and Labor Relations

- 1. Agreement with Burke, Williams and Sorensen, LLP
 - Recommend approving the agreement for legal services to the District, including the facilitation of a legal workshop.

Recommended Action: Request for Approval

- 2. Regulations for Policy 4026 Confidential Classified Employees Salary Schedule
 - Recommend approving revisions to Regulations for Policy 4026 to correct automated miscalculations.

Recommended Action: Request for Approval

D. Finance and Audit

- 1. Change Order No. 1 Martin Luther King High-Tech Center Roof Replacement
 - Recommend approving a change order relative to the Martin Luther King High-Tech Center Roof Replacement project.
- 2. Norco Campus Waste Profile Sheet, Terms and Conditions
 - Recommend authorizing the signing of a Waste Profile Sheet for the removal of contaminated soil at the Kennedy Middle College High School site at the Norco Campus.
- 3. Award of Bid Parking Structure, Riverside City Campus
 - Recommend awarding a bid for the design and construction of a parking structure at the Riverside City Campus.
- 4. Notice of Completion Moreno Valley Early Childhood Education Center
 - Recommend accepting the Moreno Valley Early Childhood Education Center as complete, approving the execution of the Notice of Completion and authorizing the Board president to sign the notice.
- 5. Storm Water Filter Project, Riverside City Campus Project Budget and Bid Award

- Recommend approving the Storm Water Filter Project budget, awarding a bid for the project and authorizing signing of the bid agreement.

Recommended Action: Request for Approval

- 6. CCFS-311Q Quarterly Financial Status Report for the Quarter Ended December 31, 2004
 - Financial status report for quarter ended December 31, 2004. **Information Only**
- E. Legislative (None)
- F. Board of Trustees Committee Meeting Minutes
 - Recommend receipt of Board committee minutes from the January 20, 2005 Academic Affairs and Student Services Committee, Planning and Development Committee, Personnel and Labor Relations Committee, and Finance and Audit Committee Meetings.

Information Only

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

MINUTES OF THE SPECIAL BOARD OF TRUSTEES MEETING OF JANUARY 24, 2005

The special meeting was convened at 6:10 p.m., in Board Room AD122, Riverside City Campus.

CALL TO ORDER

Trustees Present

Trustees Absent

Mrs. Kathleen Daley

Ms. Gina Grace, Student Trustee

Ms. Mary Figueroa

Mr. Jose Medina

Ms. Grace Slocum

Mr. Mark Takano

Staff Present

Dr. Salvatore G. Rotella, Chancellor

Mr. Aaron Brown, Associate Vice President, Finance

The Board adjourned to closed session at 6:10 p.m., pursuant to Government Code Section 54956.8, to confer with real property negotiator Dave Saunders, Attorney, Clayson, Mann, Yaeger and Hansen, regarding the status of the acquisition of three (3) on Raley Drive, La Sierra, Riverside (APN 141-260-008), and, pursuant to Government Code Section 54957, public employee discipline/dismiss-sal/release.

CLOSED SESSION

The Board reconvened to open session at 8:30 p.m., announcing no action taken, adjourning the meeting to 6:00 p.m., Wednesday, February 9, 2005, in Board Room AD122, Riverside Campus.

ADJOURNMENT

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING OF JANUARY 25, 2005

Vice President Medina called the regular meeting of the Board of Trustees to order at 6:20 p.m., in Student Services 101, Moreno Valley Campus.

CALL TO ORDER

Trustees Present

Trustees Absent Ms. Kathleen Daley Ms. Gina Grace, Student Trustee

Ms. Mary Figueroa

Mr. Jose Medina

Ms. Grace Slocum

Mr. Mark Takano (arrived at 6:26 p.m.)

Staff Present

Dr. Salvatore G. Rotella, Chancellor

Dr. James Buysse, Vice Chancellor, Administration and Finance

Dr. Linda Lacy, Vice Chancellor, Student Services and Operations

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Dr. Brenda Davis, Provost, Norco Campus

Dr. Richard Tworek, Provost, Moreno Valley Campus

Dr. Susan Mills, Associate Vice President, Institutional Effectiveness

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

Ms. Virginia McKee-Leone, President, Academic Senate

Moreno Valley Campus Physician Assistant student, Mr. Steven Woo, led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

PRESIDENT'S REPORTS

Moreno Valley Campus Student Presentations

Moreno Valley Campus Assistant Professor Delores Middleton and members of the Physician Assistant team reported on the team's victory in the California Academy of Physician Assistant's Academic Challenge Bowl. This is the third time in five years that an RCC team has won the competition, beating out undergraduate and graduate Physician Assistant program teams from such institutions as Stanford, USC, and UC Davis.

Moreno Valley Campus Emergency Medical Services students announced that Paramedic Class #6 would honor RCC Moreno Campus Provost, Dr. Richard Tworek, along with two other individuals, with a commemorative plaque in recognition of outstanding support for the program.

The Board adjourned to closed session at 6:30 p.m., pursuant to Government Code Section 54956.8, to confer with Attorney Don Zimmer, Best, Best and Krieger, regarding property located at 3550 Ramona Drive, Riverside.

CLOSED SESSION

The Board reconvened to open session at 6:55 p.m., announcing no action taken.

<u>RECONVENEMENT</u>

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve the minutes of the regular meeting of December 14, 2004. Motion carried. (5 ayes)

MINUTES OF REGULAR
MEETING OF DECEMBER 14,
2004

PRESIDENT'S REPORTS

Board Committee Appointments

Board President Takano announced the following Board committee assignments for 2005: Finance and Audit Committee Chair will be Ms. Daley, Vice Chair, Mr. Medina; Personnel and Labor Relations Committee Chair will be Ms. Figueroa, Vice Chair, Mr. Medina; Planning and Development Committee Chair will be Ms. Figueroa, Vice Chair, Mr. Takano; Academic Affairs and Students Services Committee Chair will be Mr. Medina, Vice Chair, Mr. Takano; and Legislative Board Committee Chair will be Mr. Takano, Vice Chairs, Ms. Daley and Ms. Slocum.

Ms. Slocum, seconded by Ms. Figueroa, moved that the Board of Trustees oppose the Board Committee Appointments. Motions failed. (1 aye, 4 noes [Daley, Figueroa, Medina, Takano])

Dr. Maghroori withdrew from consideration the special project for Ms. DeWitt from item IV-A-1-a-m.

Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees approve the meeting calendar from January-June 2005. Motion carried. (5 ayes)

Academic Personnel – Appointments – Special Assignments

Board of Trustees Meeting Calendar

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

CONSENT ITEMS

Action

Approve the listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 33)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$3,364,302.56, and District Warrant Claims totaling \$2,707,357.83; (Appendix No. 34)

Purchase Order and Warrant Report – All District Funds

Approve amendment to employment contract and terminations as listed; (Appendix No. 35)

Annuities

Approve the budget transfers as presented; (Appendix No. 36)

Budget Adjustments

Approve the contingency budget transfers, by a two-thirds vote of the members, as presented; (Appendix No. 37) Contingency Budget Adjustments

Accept the donations as listed; (Appendix No. 38)

Donations

Grant out-of-state travel as listed; (Appendix No. 39)

Out-of-State Travel

Accept the Norco Early Childhood Education Center project as complete, approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works) and rescind the related Notice dated September 16, 2004, and authorize the Board President to sign the notice; Notice of Completion – Norco Early Childhood Education Center

Declare the property listed to be surplus, does not exceed the value of \$5,000, and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District, by unanimous vote. (Appendix No. 40) **Surplus Property**

Motion carried. (5 ayes) [Ms. Slocum abstained on item IV-A-1-e]

Information

In accordance with Board Policy 1040.1, the President has accepted the resignations of Mr. Wayne Boyer, Nursing Instructor, effective

Separations

December 17, 2004, for personal reasons, Ms. Roberta Belote, Instructional Department Specialist, effective March 2, 2005, for retirement, Ms. Ann Doty, Outcomes Assessment Specialist, effective career advancement, January 5, 2005, for Mr. Antonio Olivera. Custodian. effective December 31, 2004, for personal reasons, Ms. Jennifer Reynoso, Disabled Student Services Specialist, effective December 31, 2004, for personal reasons, Mr. John Stagno, Officer, Safety and Police, effective January 19, 2005, for personal reasons, and Ms. Kathleen Stapp, Cosmetology Clerk, effective March 30, 2005, for retirement.

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

Monthly Financial Report

BOARD COMMITTEE REPORTS

Academic Affairs and Student Services

Proposed Curricular Changes

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees approve the curricular changes for inclusion in the College Catalog and in the schedule of class offerings. (Appendix No. 41) Motion carried. (5 ayes)

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

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

Ratify the facility use agreement with 24 Hour Fitness Center that provides a venue for physical education classes, at a cost of \$20.00 per hour, per class, for a total of \$6,130.00, from January 3-June 9, 2005, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Ratify the facility use agreement with

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

Agreement with 24 Hour Fitness Center

Agreement with Brunswick

Brunswick Moreno Valley Bowl for Moreno Valley Campus physical education classes, from January 3-June 9, 2005, with no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Moreno Valley Bowl

Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve this consultant agreement between RCCD and Herbert Olds for the preparation and delivery of a lecture and gallery talk, to occur on March 2, 2005, from 3:00 p.m. to 5:30 p.m., total cost not to exceed \$250.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Consultant Agreement with Herbert Olds

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement with Riverside County Superintendent of Schools, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement for the on-the-job training of an adult ROP student, at no cost to the District. Motion carried. (5 ayes)

Agreement with Riverside County Superintendent of Schools, Regional Occupational Program

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

Approve the new Affiliation Agreement with Alta Vista Healthcare Center to provide clinical sites for Nursing Students for the term of two (2) years, commencing February 2, 2005 and ending February 1, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Affiliation Agreement with Alta Vista Healthcare Center

Approve the new Affiliation Agreement with Vista Pacifica Enterprises to provide clinical sites for Nursing Students for the term of one (1) year commencing February 1, 2005 and ending January 31, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the

Affiliation Agreement with Vista Pacifica Enterprises Center agreement.

Motion carried. (5 ayes)

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

Approve the contract between Riverside Community College District and Petar Jankovic to perform a guitar concert/master class on February 25, 2005, for a fee of \$900.00, and authorize the Vice Chancellor, Administration and Finance, to sign the contract;

Approve the contract between Riverside Community College District and Jeff Stover to teach a rhythm section master class at the RCC Jazz Festival, on May 14, 2005, for a fee of \$200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the contract;

Approve the contract between Riverside Community College District and Kye Palmer to teach two three-hour master classes to RCC students (one in jazz improvisation and the other in trumpet playing) on April 25, 2005, for a fee of \$400.00, and authorize the Vice Chancellor, Administration and Finance, to sign the contract;

Approve the contract between Riverside Community College District and Jeffrey Tower to teach a master class to the RCC brass players, on April 18, 2005, for a fee of \$300.00, and authorize the Vice Chancellor, Administration and Finance, to sign the contract;

Approve the contract between Riverside Community College District and Bob Dominguez to teach a rhythm section master class classes at the RCC Jazz Festival, on May 14, 2005, for a fee of \$200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the contract:

Contract with Petar Jankovic

Contract with Jeff Stover

Contract with Kye Palmer

Contract with Jeffrey Tower

Contract with Bob Dominguez

Approve the contract between Riverside Community College District and Lori Andrews to perform as a guest artist for an RCC Jazz Ensemble concert, on April 4, 2005, for a fee of \$450.00, and authorize the Vice Chancellor, Administration and Finance, to sign the contract;

Contract with Lori Andrews

Approve the contract between Riverside Community College District and Bart Samolis to teach a digital/audio masterclass to the RCC MIDI Workstation on April 5, 2005, for a fee of \$350.00, and authorize the Vice Chancellor, Administration and Finance, to sign the contract;

Contract with Bart Samolis

Approve the contract between Riverside Community College District and Steve Tavaglione to perform as a guest artist at the RCC Jazz Festival concert, on May 14, 2005, for a fee of \$1,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the contract;

Contract with Steve Tavaglione

Approve the contract between Riverside Community College District and Angela Tabor to perform as a guest drummer for the RCC Vocal Jazz Ensemble, March 3-5, 2005, for a fee of \$550.00, and authorize the Vice Chancellor, Administration and Finance, to sign the contract;

Contract with Angela Tabor

Approve the contract between Riverside Community College District and Casey McCune to perform as sound engineer for the RCC Showcase Riverside 2005, March 3-5, 2005, for a fee of \$400.00, and authorize the Vice Chancellor, Administration and Finance, to sign the contract;

Contract with Casey McCune

Approve the contract between Riverside Community College District and Christine Helfrich to adjudicate Riverside Community College and guest vocal ensembles for RCC Showcase Riverside 2005, March 3-5, 2005, for a fee of \$1,050.00, and authorize the Vice Chancellor, Administration and Finance, to

Contract with Christine Helfrich

sign the contract;

Approve the contract between Riverside Community College District and Michael Skidget to perform as a guest adjudicator for Showcase Riverside 2005, March 3-5, 2005, for a fee of \$700.00, and authorize the Vice Chancellor, Administration and Finance, to sign the contract agreement;

Contract with Michael Skidgel

Approve the contact between Riverside Community College District and Paul Sapra to perform as a guest bass player for RCC Vocal Jazz Ensemble in Showcase 2005, March 3-5, 2005, for a fee of \$550.00, and authorize the Vice Chancellor, Administration and Finance, to sign the contract agreement.

Contract with Paul Sapra

Motion carried. (5 ayes)

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

Approve the revised agreement with Angela Calloway to provide a workshop on "How to Handle Stress-Related Challenging Behaviors," on April 27, 2005, at the Our Lady of Perpetual Help Catholic School in Riverside, California, in an amount not to exceed \$200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the contract;

Revised Agreement with Angela Calloway

Approve the revised agreement with Sarah Burnett to provide a workshop on "Identifying Sensory Integration Problems," on February 23, 2005, at Our Lady of Perpetual Help Catholic School in Riverside, California, in an amount not to exceed \$200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Revised Agreement with Sarah Burnett

Motion carried. (5 ayes)

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

Student Equity Plan for Submission to the California

Student Equity Plan for submission to the California Community College Chancellor's Office. Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement with Quest Diagnostics Incorporated to invoice Riverside Community College at the fees set forth. The individual student will prepay the amount at Auxiliary Business Services. Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees ratify the service contract between Riverside Community College District and Daniel Volonte for lighting design for three productions in Spring 2005, January 10-June 3, 2005, for \$4,200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the contract. Motion carried. (5 ayes)

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

Approve the service contract between Riverside Community College District and John Pennington to provide curriculum development and arts assessment services with full-time and part-time faculty and students in dance for the Riverside School for Thursday the Arts. on and Friday, February 10 and 11, 2005, and authorize the Chancellor, Administration Vice Finance, to sign the contract;

Approve the service contract between Riverside Community College District and Foundation for California State University, San Bernardino (RIMS CA ARTS); Armalyn DeLao, Project Director, to provide arts assessment training materials for full-time and part-time faculty in the visual and performing arts as part of the strategic planning process for the Riverside School for the Arts on Friday, February 11, 2005, for a total fee of \$500.00, Community College Chancellor's Office

Laboratory Services Agreement – Quest Diagnostics Incorporated

Agreement with Daniel Volonte

Agreement with John Pennington

Agreement with Foundation for California State University, San Bernardino (RIMS California ARTS); Amalyn DeLao, Project Director and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Motion carried. (5 ayes)

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the agreement with the RP Group to provide a one-day workshop on "Addressing the New Accreditation Standards" and "Addressing Learning Assessment in Instructional Programs" on February 11, 2005, for an amount not to exceed \$5,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees approve proceeding with the Parking Structure Project, the associated budget in the amount of \$19,638,093, and the use of Measure C funds for the project. Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees approve the contracts between Riverside Community College District and Steven C. Kuhn and Associates to conduct a Classification and Compensation Study for Riverside Community College District's Management, for an amount not to exceed \$36,250.00, and Classified (including Confidential), for an amount not to exceed \$49,800.00, Positions, from February 14-September 30, 2005. Motion carried. (5 ayes)

Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees adopt for 2005-2006 a nonresident tuition fee rate of

Planning and Development

Agreement – The RP Group

Riverside City Campus Parking Structure – Project Proposal

Personnel and Labor Relations

Contracts with Steven C.
Kuhn & Associates, Inc. to
Conduct a Classification and
Compensation Study for
Riverside Community
College District's
Management and Classified
(including Confidential)
Positions

Finance and Audit

2005-2006 Nonresident Fees

\$151.00 per unit and a capital outlay surcharge fee rate of \$19.00 per unit, and direct staff to promulgate these charges via the 2005-2006 catalog, schedule of classes, Board Regulation 6042, etcetera. Motion carried. (5 ayes)

Ms. Daley, seconded by Mr. Medina, that the Board of Trustees authorize Resolution No. 15-2004/2005 to direct the Riverside County Office of Education to electronically transfer funds held by the Riverside County Treasurer when requested by the District, and approved by any two of the administrators authorized to sign for the electronic transfer of funds. Motion carried. (5 ayes)

Electronic Transfer of Funds – Resolution No. 15-2004/2005

Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees award a contract to ModTech for the purchase and installation of two DSA approved, modular restrooms for the PE Complex project at the Riverside Campus, per the terms of the bid awarded by Val Verde Unified School District, for the total cost of \$120,887.94, and authorize the Vice Chancellor. Administration and Finance, to sign the agreement. The award is in accordance with Public Contract Code 20118 and 20652. Motion carried. (5 ayes)

Award of Contract – Modular Facilities for the PE Complex Project, Riverside City Campus

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

Receive the independent audit report for the year ended June 30, 2004 for the permanent file of the District;

2003-2004 District Independent Audit Report

Receive the Riverside Community College District Foundation's independent audit report for the year ended June 30, 2004 for information only.

2003-2004 Foundation Independent Audit Report

Motion carried. (5 ayes)

Ms. Daley, seconded by Mr. Medina, moved that the Board of Trustees approve the College District's participation in the project Riverside Community College District Participation in an covered by the agreement between the Long Beach City College Foundation and California Strategies, LLC, in the amount of \$5,000. Motion carried. (5 ayes) Agreement Between the Long Beach City College Foundation, Acting as Fiscal Agent of the Underfunded Caucus Districts, and California Strategies, LLC, a Consulting Firm

Item V-D-6 was withdrawn from consideration.

Award of Bid – Parking Structure, Riverside City Campus

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

Approve using the California Multiple Award Schedules (CMAS) to purchase NIC equipment for the Information Technology Integration System, in the amount of \$219,500, and approve using CMAS to purchase Hewlett Packard equipment consisting of a configurable ProLiant server, scanners, and printers, in the amount of \$206,948.96, for the MLK High-Tech Center;

Purchase Using California Multiple Award Schedules

Approve using the California Multiple Award Schedules (CMAS) contracts, in the amount of \$93,924.60, to purchase Gateway Computers for the Computer Lab, Room ST101, at the Norco Campus.

Purchase Using California Multiple Award Schedules

Motion carried. (5 ayes)

The Board received for information the minutes from the December 7, 2004 Planning and Development Committee, Academic Affairs and Student Services Committee, Personnel and Labor Relations Committee, and Finance and Audit Committee Meetings. Board of Trustees Committee Meeting Minutes

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

ACADEMIC SENATE REPORT

The Board adjourned the meeting at 8:25 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT HUMAN RESOURCES

Report No.: IV-A-1-a Date: February 22, 2005

Subject: Academic Personnel

1. Appointments

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

It is recommended the following appointments be approved:

a. Management

*

		Effective	Salary
<u>Name</u>	<u>Position</u>	Date	Placement
Richard Ramirez	Interim Director, Diversity, Equity	02/23/05	19.4
	& Compliance/Assistant to the		
	Chancellor		
John Tillquist	Dean, Business, Information Systems	06/15/05	19.2
_	and Economic Development		

b. Coordinator Assignment, Spring Semester 2005

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

Anna Marie Amezquita Writing/Reading Center, Moreno Valley (replacing Daniel Clark)

c. Extra-Curricular Assignments, Spring Semester 2005

Name Activity

Kristina Kassotis Assistant Softball Coach

Ryan Upper Assistant Swimming Coach (replacing Victoria Koszowski)

d. Part-Time Faculty, Hourly Assignments, Spring Semester 2005 The individuals specified on the attached list.

The marviduals specified on the attached list.

e. Child Development Center Hourly Employee, Spring Semester 2005

Name Position

Yvonne Chavez Pre-school Teacher, Hourly

Ann Meijer Pre-school Associate Teacher, Hourly Frances Zipper Pre-school Associate Teacher, Hourly

f. Overload Assignment, Winter Intersession 2005

The individuals specified on the attached list.

g. Part-Time Faculty, Hourly Assignments, Winter Intersession 2005 The individuals specified on the attached list.

Report No.: IV-A-1-a Date: February 22, 2005

Subject: Academic Personnel

1. Appointments – cont.

h. Child Development Center Hourly Employees, Winter Intersession 2005

Name Position

Lisa Beltran Early Childhood Master Teacher, Hourly Shirley Bijani Early Childhood Master Teacher, Hourly Ashontis Carroll Pre-school Associate Teacher, Hourly

Jessica Pulido Pre-school Teacher, Hourly

Christina Rivera Early Childhood Master Teacher, Hourly Rebecca Rodriguez Pre-school Associate Teacher, Hourly Carmen Tyrrel Early Childhood Master Teacher, Hourly Sandra Weaver Early Childhood Master Teacher, Hourly Emily Winsell Early Childhood Master Teacher, Hourly

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

Name Subject

May Paquette Computer Information Systems

Daniel Talbot Fire Technology Steen Riggs Mathematics

Peggy Singh Physical Education Robert Taylor Dental Technology Jeffrey Veik Fire Technology

j. Special Assignments

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

2. Request for Reduction in Teaching Load

It is recommended the Board of Trustees approve the request of Ms. Janet Lehr, Assistant Professor of Office Administration, and allow her to reduce her teaching load to 70% for the Spring Semester 2005.

3. Salary Reclassification

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

It is recommended the Board of Trustees grant salary reclassification to Gregory Aycock, effective March 1, 2005, from Column F to Column G of the Faculty Salary Schedule.

Beverlyann Schaadt

Report No.: IV-A-1-a Date: February 22, 2005

Subject: Academic Personnel

4. Recommendation Not to Reemploy – Temporary Employees

Education Code Section 87608 allows the Board of Trustees not to enter into a contract for a second academic year. Education Code Section 87610 allows the Board of Trustees to terminate, at its discretion, the employment of a first-year employee.

It is recommended the employees listed below not be reemployed and the Board of Trustees authorize the Chancellor or his designee to send a notice of non-reemployment for the 2005-06 academic year.

Name Name Name Melissa Bader Daniel Bernier **Thatcher Carter** Kathleen DeWitt Nicole DeRose Damon DeYoung John Dobson Damianita Dyogi Mary Flyr Monica Gutierrez Robert Fontaine Martin Gilligan Mike Javanmard Fen Johnson Jasminka Knecht Frank Marfai Kim Metcalfe Matthew Murray

Miguel Reid

I-Ching Tsai Virginia White

5. Recommendation Not to Reemploy – Non-Tenure Track Employees in Categorically Funded Positions

In compliance with Education Code Section 87470, the contract of the employees listed below will not be renewed for the 2005-06 academic year, and notice will be sent accordingly per Education Code Section 87610.

Name Name

David Avalos

Robert Baradaran

Monica Green

Mary Ryder

Sylvia Stone

Gregory Aycock

Dee Chapman

Robert McDonald

Paula Stafford

Jeff Townsell

*Desi Urias

6. Separation

Jason Parks

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

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

Name Title Employment Reason

Janet Long Project Director, Developing Hispanic- 03/31/05 Personal

Serving Institutions Title V Grant

RIVERSIDE COMMUNITY COLLEGE DISTRICT HUMAN RESOURCES

Report No.: IV-A-1-b Date: February 22, 2005

Subject: Classified Personnel

1. Appointments

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

a. District

		Effective		
<u>Name</u>	<u>Position</u>	Date	Salary	<u>Action</u>
Edward Alvarez	Student Services Technician	02/23/05	16-1	Appointment
	(Moreno Valley Campus)			
Norma Casas	Food Service Worker I	02/23/05	6-1	Appointment
	(Norco Campus)			
Jeanne Darnell-	Student Services Technician	02/23/05	16-1	Appointment
Wallace	(part-time, 47.5%)			
Tabitha Fuller	Academic Evaluations Specialist	03/01/05	19-3	Promotion
	(Moreno Valley Campus)			
Deana Hardwick	Student Services Technician	02/23/05	16-1	Appointment
	(part-time, 47.5%)			
Melissa Kane	Director, Internal Audits	03/21/05	17.5	Appointment
			(Management)	
Aracely Lennox	Food Service Worker IV	02/23/05	13-1	Appointment
Guido Sendowsky	Assistant Equipment Manager/	02/23/05	19-1	Appointment
	Trainer			
Vicki Shaffer	Student Financial Services	02/23/05	16-1	Appointment
	Support Specialist			

b. Short Term

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

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

Report No.: IV-A-1-b Date: February 22, 2005

Subject: Classified Personnel

1. Appointments - Continued

d. Community Education Program – Spring Semester 2005
The following Professional Expert Presenters will present a Community Education program:

Expert/Presenter	<u>Program (Class)</u>	<u>Start Date</u>	End Date
Sandra Garner	Mystery Shopper	01/01/05	05/31/05
David Hall	Smog Update Program	01/01/05	05/31/05
Ryan Harold	National Registry & EMT Training	01/01/05	05/31/05
Rosario Mercado	Spanish for Medical Professional	01/01/05	05/31/05
Johnny Roberts	HVAC Teaching	01/01/05	05/31/05

e. Special Projects

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

Academic Affairs Administrative Intern (02/14/05 – 06/09/05)

Marilyn Martinez-Flores – Total amount not to exceed \$2,851.20

2. Reclassification of Classified Supervisory Position in Academic Affairs

As part of the evolution into a three-college District, it is recommended the Board of Trustees approve the reclassification of the following classified supervisory position in the area of Academic Affairs, effective February 23, 2005:

<u>Incumbent</u>	Current Title and Salary	Proposed New Title and Salary
Cynthia Pardee	Community Education Supervisor	District Supervisor, Community Education
	Range: 11.5 (Supervisory)	Range: No change in current salary

Report No.: IV-A-1-b Date: February 22, 2005

Subject: Classified Personnel

3. Professional Growths

In accordance with the Professional Growth Policy (CSEA Agreement, Exhibit A), a professional achievement step of \$35 is to be paid monthly to an employee who has completed 12 semester units of approved course work and \$40 is to be paid to an employee who has completed 12 semester units of approved job-related course work, for a maximum of seven achievement steps to be earned by each employee, upon the recommendation of the Professional Growth Committee;

It is recommended the Board of Trustees approve a professional growth achievement step for the following classified employees, effective March 1, 2005:

<u>Name</u>	<u>Title</u>	<u>Step</u>
Clarissa Andrews	Educational Advisor	5@\$35
Tabitha Fuller	Counseling Clerk I	1@\$35, 2@\$35, 3@\$35
Carolyn Gordon	Secretary III	1@\$35
Gustavo Ortiz	Outreach Specialist	5@\$40
Stacy Parsons	Clerk Typist (part-time, 57.5%)	2@\$35
Carmen Payne	Counseling Clerk II	1@\$35
Cynthia Taylor	Passport to College/Outreach Coordinator	3@\$40
Adelaida Villanueva	Information Support Operator	6@\$35

4. Military Leaves

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 a) Anthony Puzzuto, Warehouse Supervisor, for the period of November 5,16,17,18,19,22,23,24, 2004; December 3,20,21,22,23, 2004; January 7,13,21, 2005 (a total of 16 working days); and b) Anthony Rizo, Multi-Media Graphic Artist, for the period December 22, 2004 through May 18, 2005 . Mr. Puzzuto and Mr. Rizo meet the college service requirements.

5. Request to Adjust Classified Bargaining Unit Employees' Salary

At its regular meeting of January 25, 2005, the Board of Trustees approved the appointments of Zia Hunter, Tutorial Services Clerk at Range 14, Step 1 and Kenneth Morgan, Custodian at Range 13, Step 1; both based on the Classified Salary Schedule. This is a request to adjust the salaries for Ms. Hunter to Range 14, Step 2 and Mr. Morgan to Range 13, Step 2; retroactive to January 26, 2005.

Report No.: IV-A-1-b Date: February 22, 2005

Subject: Classified Personnel

6. Request to Adjust Effective Date

At its regular meeting of January 25, 2005, the Board of Trustees approved the reduction of workload for the Programmer/Developer position due to lack of categorical fund, effective March 14, 2005;

It is recommended the Board of Trustees approve the adjustment of the effective date from March 14, 2005 to March 18, 2005.

7. Separations

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

<u>Name</u>	<u>Position</u>	Effective Date	Reason
Angela Lee	Administrative Secretary	02/28/05	Personal
Marilyn Mathieu	District Controller	02/07/05	Career Advancement
Dennis Robbins	Maintenance Site Manger	03/31/05	Retirement
Alberta Williams	Secretary IV	02/03/05	Personal

Report No.: IV-A-1-b	Date: <u>February 22, 2005</u>
Subject: Classified Personnel	
Submitted by:	Transmitted to the Board by:
Rosella Q. Marilao Associate Vice Chancellor, Human Resources Concurred by:	Salvatore G. Rotella Chancellor
Ray Maghroori Vice Chancellor, Academic Affairs	
James L. Buysse Vice Chancellor, Administration and Finance	
Linda Lacy Vice Chancellor, Student Services/Operations	
Brenda Davis Provost, Norco Campus	
Richard Tworek Provost, Moreno Valley Campus	

Board Report IV-A-1-a-1d February 22, 2005 Page 1 of 5

NAME SUBJECT

Abel, Michael Administration of Justice

Acosta, Christina English

Adame, James Dental Hygiene

Adams, Greg Emergency Medical Srvs Adling, Robert Computer Info Systems

Aguilar, Jairo Mathematics Ahmed, Kaisar Mathematics

Aldridge, Lola
Allen, John
Anderson, John
Andrade, Henry
Apaloo, Thomas

Physician Assistant
Emergency Medical Srvs
Senior Citizen Education
Physical Education
Business Administration

Armstrong, Patricia Medical Assisting
Arrowsmith, Beverly Theater Arts
Barankovich, Jennifer Chemistry
Barber, Keri English
Beach, Joshua English

Beeler, Tim Emergency Medical Srvs

Bettger, Brian Music

Bender, Marc Administration of Justice

Bergendahl, Kellie Dental Hygiene

Blackmore, Lois Senior Citizen Education

Blake, Ted English
Blumenthal, Marla Accounting

Bolowich, Hans

Booth, Thomas

Boyd, John

Bratton, Marc

Emergency Medical Srvs

Administration of Justice

Physician Assistant

Broersma, Heather Mathematics
Brown, Michelle Physical Education
Brown, Robert Political Science

Bueche, Bernard Administration of Justice

Bushman, Linda Dental Hygiene
Byous, Rosslynn Physician Assistant

Carbone, Gerald Physics
Chan, Wai Mathematics

Charrette, Eric Administration of Justice Chasteen, Dorothy Healthcare Technician

Chatterjee, Achala Engineering Cheng, Chia Psychology

Christopher, Randall Art Clarke, Sylvia English

Cleary, Joseph Administration of Justice

Cleveland, Darryl Fire Technology

Clingempeel, Harry Computer Info Systems

Board Report IV-A-1-a-1d February 22, 2005 Page 2 of 5

NAME SUBJECT

Copeland, Jeffrey Emergency Medical Srvs Cornejo, Eduardo Physical Education

Corriea, Kelly Physics

Coryell, Jon Emergency Medical Srvs Crosby, Dennis Computer Info Systems

Cross, Cynthia English

Dailey, Bryan

Davis, Adam

Davis, Scott

De La Cruz, Jennifer

Delarosa, John

Diaz, Steven

Administration of Justice

Telecommunications

Emergency Medical Srvs

Community Interpretation

Administration of Justice

Emergency Medical Srvs

Donovan, Carole Nursing
Downs, Jerry Welding

Duncan, TerryEmergency Medical SrvsDuvvuri, IndiraOffice AdministrationEastman, WallaceComputer Info. Systems

Elakodical, Joseph Mathematics Engle, Martha Theater Arts Erenay, Amy Reading

Figueroa, Michael Administration of Justice Fonseca, Robert Physician Assistant

Foy, Jennifer Real Estate

Fredendall, Dana Administration of Justice

Fuentes, David Spanish

Fuller, Babette Computer Info Systems Garcia, Daniel Administration of Justice

Garcia, Richard Electronics

Garibay, Clara Medical Assisting

Gartley, William English

Gerger, Debra Dental Hygiene Gladden, Garnett Psychology Gomez, Vanessa Guidance

Goodrich, Grace Computer Info Systems Goodrich, Ronald Computer Info Systems

Green-Hodges, Nicole Art

Gunderson, Allen Management Hagopian, Verge English

Harold, Ryan Emergency Medical Srvs Harper, Michelle Early Childhood Studies

Hartley, Patricia Accounting

Hartnett, Jess Emergency Medical Srvs

Helmick, Keith Mathematics

Henry, Kamaria Administration of Justice

Heyde, Marilynn Dental Hygiene

Board Report IV-A-1-a-1d February 22, 2005 Page 3 of 5

NAME SUBJECT

Hishmeh, Richard English

Ho, Hai Physician Assistant

Hoopai, Rodney Guidance

Hoover, Jerry Dental Technology

Hough, Kenneth History

Hurlbutt, Michelle Dental Hygiene

Hurt, Darryl Administration of Justice Huseth, Scott Computer Info Systems

Jackson, Sandra Psychology

Jeremiah, Steven Emergency Medical Srvs

Johnston, Leticia Spanish

Jones, Grinnell Computer Info Systems
Kats, Jacobus Computer Info Systems
Keating, Jerome Computer Info Systems
Kenney, Marilyn Office Administration

Kim, Myong-Sook Mathematics Kim, Sun Mathematics

Kipp, Ronald Administration of Justice Kistler, Bryan Emergency Medical Srvs

Koury, Michael Fire Technology
Kowallis, Norman Physician Assistant
Kramer, Gigi Emergency Medical Srvs
Landry-Taylor, Lisa Physician Assistant
Langille, Karen Office Administration
Lee, Mitch Emergency Medical Srvs

Leigh, Cynthia History

Leon, Chris Emergency Medical Srvs

Link, Patricia Construction Tech

Londos, George Anatomy and Physiology Lopez, Richard Administration of Justice

Ma, Nan English

Madden, Nadia Administration of Justice

Mahony, Kathleen Nursing Mallery, Janet Education

McCarthy, Louis Computer Info Systems McDaniel, Keith **Emergency Medical Srvs** Office Administration McFarlin, Dorothy McKindley, Judith **Emergency Medical Srvs** McManus, Patrick Administration of Justice McManus, Timothy Administration of Justice Speech Communication Millar, Alma Miller, Christopher **Emergency Medical Srvs**

Mitchell, Mandy Philosophy

Montemayor, Juan Office Administration
Mulhall, Michael Emergency Medical Srvs

Board Report IV-A-1-a-1d February 22, 2005 Page 4 of 5

NAME SUBJECT

Mullins, BrianEmergency Medical SrvsMurphy, DennisEmergency Medical SrvsNeglia, PhilipAdministration of Justice

Nguyen, Trieu Mathematics

Nielsen, Andrew Administration of Justice

Nielson, Christopher English

Ogbaghebriel, Azieb Medical Assisting
Olson, Susan Physical Education
Paquette, May Computer Info Systems
Parsley, Martie Speech Communication
Pirch, Richard Computer Info Systems

Pleasnick, Bethanie Mathematics Ponder, Jonathan English

Prim, Gary English As a Second Language Pritchard, Randy Emergency Medical Srvs

Ramer, Glynn Nursing Ramsey, Carol Reading

Reynaud, Michael Emergency Medical Srvs Reynolds, Vanessa Physician Assistant Richmond, Daniel Emergency Medical Srvs

Riddle, Mark Sociology Robles, Antonette Biology

Robles, Fred Physical Education
Robles, Magdalena Emergency Medical Srvs
Rodriguez, Gerardo Administration of Justice

Rodriguez, Paul Mathematics

Rose, Robert Administration of Justice

Ross, Helen Sociology

Rowe-Williams, Lisa Administration of Justice Sabet, Mark Computer Info Systems Sanchez, Ernest Administration of Justice Sandidge, Joshua Emergency Medical Srvs

Sandiford, Anderson English Sandoval, Victor Reading

Sano, Hajime Computer Info Systems

Santucho, Sabrina Dental Hygiene Schaffer, Daniel Theater Arts

Scharff, Mira Emergency Medical Srvs

Schneidewind, Sandra Dental Hygiene

Schultz, Garth Computer Info Systems

Scott, Jane Psychology

Scott, Jonathan Business Administration Scullin, Patrick Graphics Technology

Silva, Paul Mathematics
Smith, Patricia Physical Education

Board Report IV-A-1-a-1d February 22, 2005 Page 5 of 5

NAME SUBJECT

Snitker, Nicole Dental Hygiene Soto de Mayor, Stephen Physician Assistant

Souza, Jonella Guidance Souza, Michelle English

Spidle, Lester Administration of Justice
Staffanson, Lura Early Childhood Studies
Stafford, Katherine Physician Assistant
Steele, Loretta Computer Info Systems
Stockton, Laura Business Administration
Storar, Joann Early Childhood Studies

Svonkin, Craig English

Talbert, Carmen Office Administration
Tate, Curtiss Emergency Medical Srvs
Taylor, Robert Dental Technology

Tilton, Dennis English

Titterud, Joel Computer Info Systems

Torrez, Michael Chemistry

Vasile, Dan Physician Assistant
Vasquez, Alta Computer Info Systems

Vennemann, Darlene Paralegal Studies

Vetter, Richard Biology
Vincent, Donna Guidance
Voldman, Mark Mathematics
Walek, Olga Nursing

Weems, Justin Emergency Medical Srvs
Wesche, Mitchell Emergency Medical Srvs
Wheeler, Richard Administration of Justice

Whelan, Linda Guidance Whitaker, Delroi Philosophy

White, Michael Emergency Medical Srvs
Wilde, Sean Emergency Medical Srvs
Wilson Kami Physical Education

Wilson, Kami Physical Education
Williams, Mark Automotive Body Tech
Williams, Richard Computer Info. Systems

Wilson, Guy Art

Wright, James Accounting

Wu, Elva Emergency Medical Srvs Wu, Stephen Emergency Medical Srvs

Yeomas, Christopher Philosophy Yetter, Maria-Carlota Spanish

York, Wayde Emergency Medical Srvs Yount, Michael Emergency Medical Srvs Zmudka, Cathy Heathcare Technician NAME SUBJECT

Aycock, Gregory Counseling

Brown, Danette Physician Assistant

Campbell, Dorothy
Carter, Thatcher
Chenoweth, Rita
Christiansen, Jill
Dierdorff, Jo
Diirhomas, Deborah
Spanish
English
Dance
Nursing
Dance
Guidance

Dobson, Jacquelyn Early Childhood Studies

Fawson, Evangeline Nursing

Fontana, Sandra American Sign Language

Garcia, Hayley
Library
Humble, Dina
Music
Ingham, Susan
Julian, Jodi
English
Theater Arts

Mayse, Kevin Music

Middleton, Delores Physician Assistant

Miter, Carol English
Richard, Charles Music
Scileppi, Patricia Speech
Smith, Heather Biology

Smith, JohnPhysical EducationTedesco, AugustTelecommunicationsThetford, TeresaPhysician Assistant

Townsell, Jeffie Counseling Urias, Desi Counseling

Part-Time Faculty Hourly Assignments Winter Intersession 2005 Board Report IV-A-1-a-1g February 22, 2005 Page 1 of 2

NAME SUBJECT

Adams, Gregory Emergency Medical Technician

Aldridge, Lola Physician's Assistant

Allen, Ericka English Sub Allen, Judith Nursing

Allen II, John Emergency Medical Technician

Anich, Kathleen Nursing
Ashe, Willa Math Sub
Baker, Kevin Guidance
Baker, Lance Athletics

Balderrama, Sandra Office Administration

Barber, Keri English
Bazzell, Marcia Geography
Beaumont, Melinda Nursing

Bratton, Marc Physician's Assistant

Brown, Dennis Athletics
Carman, Jeffrey English
Chaffin, Deborah English

Chavez, Cynthia Early Childhood Studies

Clement, Cherry Nursing
Clingempeel, Harry CIS Sub

Coleman, Sean Physician's Assistant

Collier, Steve CIS

Collins, Scot Administration of Justice
Copeland, Jeffrey Emergency Medical Technician

Dail, James English

Davis, Scott Emergency Medical Technician

Delgiudice, Joseph Administration of Justice Dobson, Jacquelyn Early Childhood Studies

Duffer, Roger Performing Arts

Duller, Sarla Nursing

Duncan, Terry Emergency Medical Technician

Elakodical, Joseph Mathematics
Eoff, Robert Art Sub
Evansangrimson, Sharon Nursing
Fehn, Mary Nursing

Fonseca, Robert Physician's Assistant

Paquette, May
Plesko, Susan
Prince, Gary
Ptalis, Beth
Rajakone, Chrishantini
CIS
English
English
Economics

Rawlings, Phillip Emergency Medical Technology

Reed, Stephen History Reina, Dorothy History Part-Time Faculty Hourly Assignments Winter Intersession 2005 Board Report IV-A-1-a-1g February 22, 2005 Page 2 of 2

NAME SUBJECT

Reynolds, Vanessa Physicians Assistant

Richardson Jr., David Counseling

Rivers Senghor, Diana English as a Second Language
Rodriguez Jr., Gerardo Administration of Justice
Rowe-Williams, Lisa Administration of Justice

Scharff, Mira Emergency Medical Technology

Shinn, Brenda Administration of Justice

Simon, Jacqueline English Somasundaram, Sivajah Mathematics

Stafford, Katherine Physicians Assistant

Steele, Loretta CIS
Tansy, Christina Biology
Tuckerman, Daniel Speech

Van Dewater, David Sub in Mathematics

Vasquez, Laura English Vega, Daniel Counseling

Wilde, Sean Emergency Medical Technology

Wood, Terry Administration of Justice Wylldestar, Cornelia Communication Skills

Title V (Spring 2005)

Involvement with the project includes but is not limited to serving on the Title V Task Force Committee, assisting with the development of basic skills learning communities, working with local high school faculty, increasing academic resources, improving technology and implementing new teaching strategies and methods. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule. Total amount to be paid not to exceed \$500 per individual.

Olga Dumer Jose Duran James Namekata Lorraine Ogata

Occupational Education Video (Spring 2005)

Write, direct and/or produce video of occupational programs. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Sharon Gillins – Total amount to be paid not to exceed \$2,000 Bud Tedesco – Total amount to be paid not to exceed \$2,000

Athletic Department (December 20, 2004 – February 11, 2005)

Winter intersession pay to prepare for the upcoming sport season.

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

David Almquist – Total amount to be paid not to exceed \$1,900.80

Michael Barbee – Total amount to be paid not to exceed \$1,900.80

Alicia Berber – Total amount to be paid not to exceed \$2,851.20

Thomas Borden – Total amount to be paid not to exceed \$1,900.80

Michelle Daddona-Moya – Total amount to be paid not to exceed \$1,900.80

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

Scott Parks – Total amount to be paid not to exceed \$1,900.80

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

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

Anthony Chatfield – Total amount to be paid not to exceed \$1,749.20

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

John Smith – Total amount to be paid not to exceed \$2,381.40

Celebrate Dance (Spring 2005)

Composing original music and sound design. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Patrick Doran-Scheeran – Total amount to be paid not to exceed \$2,300

Outcomes Workshop (January 20 – June 30, 2005)

Attend Outcomes Workshop and present similar workshop at RCC by June 30, 2005.

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

James Thomas – Total amount to be paid not to exceed \$500

2005 Program Review Cohort Training (February 9 – 10, 2005)

Training for discipline team leaders and members scheduled for program review 2005.

Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule. Total amount to be paid not to exceed \$285 per individual

Fabian Biancardi

Ellen Brown

Rosa Ramos

Charles Richard

Program Review 2005 Cohort (Spring 2005 – Upon completion of the project)

Disciplines to complete self-study as part of institutional program review process. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Fabian Biancardi – Total amount to be paid not to exceed \$375

Janis Binam – Total amount to be paid not to exceed \$750

Ellen Brown – Total amount to be paid not to exceed \$500

Joe Eckstein – Total amount to be paid not to exceed \$750

Kathy Farris – Total amount to be paid not to exceed \$666

Sharon Gillins – Total amount to be paid not to exceed \$750

Dariush Haghighat – Total amount to be paid not to exceed \$375

Barbara Hall – Total amount to be paid not to exceed \$750

Judy Haugh – Total amount to be paid not to exceed \$500

Clara Lowden – Total amount to be paid not to exceed \$666

Diana MacDougall – Total amount to be paid not to exceed \$1,500

Richard Mahon – Total amount to be paid not to exceed \$500

Deborah Makin – Total amount to be paid not to exceed \$375

Barbara Mariscal – Total amount to be paid not to exceed \$300

Bonnie Pavlis – Total amount to be paid not to exceed \$500

Rosa Ramos – Total amount to be paid not to exceed \$500

Chris Rocco – Total amount to be paid not to exceed \$500

Richard Rodman – Total amount to be paid not to exceed \$1,500

Nicholas Rodriguez – Total amount to be paid not to exceed \$300

Fernando Salcedo – Total amount to be paid not to exceed \$1,500

Rosemarie Sarkis – Total amount to be paid not to exceed \$1,500

Ward Schinke – Total amount to be paid not to exceed \$375

John Seniguar – Total amount to be paid not to exceed \$300

Bud Tedesco – Total amount to be paid not to exceed \$750

Roger Warren – Total amount to be paid not to exceed \$300

Peter Westbrook – Total amount to be paid not to exceed \$300

Voice of RCC (Winter 2004)

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 \$500

Screening/Interviewing Committee (December 20, 2004 – February 10, 2005) Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Ellen Kime-Hunt – Total amount to be paid not to exceed 7 hours Mark Lehr – Total amount to be paid not to exceed 8 hours James Namekata – Total amount to be paid not to exceed 14 hours Ronald Pardee – Total amount to be paid not to exceed 8 hours

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES EMPLOYED AS NEEDED

			Salary
<u>Name</u>	<u>Position</u>	Effective Date	<u>Placement</u>
Isabel Alanis	Clerical, Substitute	01/25/05-03/31/05	17-1
Susan Bramlett	Clerical, Substitute	01/03/05-01/31/05	12-1
Juan Carrillo	Clerical, Substitute	01/25/05-03/31/05	17-1
Norma Casas	Food Service Worker, Hourly	02/14/05-02/22/05	6-1
Jose Diaz	Goundsperson, Substitute	01/05/05-06/30/05	14-1
Linda Johnson	Clerical, Hourly	11/16/04-06/30/05	16-9 (Conf.)
Sam Jordan	Goundsperson, Substitute	01/05/05-06/30/05	14-1
Aracely Lennox	Food Service Worker, Hourly	02/14/05-02/22/05	13-1

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

	DOMIND I OLIC I 40	<u>33</u>	
			Salary
<u>Name</u>	<u>Position</u>	Effective Date	Policy 4035
Wendy Alberty	Community Service Officer	02/11/05-06/30/05	14.00/hour
Paul Blount	Community Service Officer	02/11/05-06/30/05	14.00/hour
Leon Culpepper	Community Service Officer	02/11/05-06/30/05	14.00/hour
Josefa Diaz	Community Service Officer	02/11/05-06/30/05	14.00/hour
Yadira Duran	Community Service Officer	01/01/05-06/30/05	14.00/hour
Henry Funderberk	Community Service Officer	02/11/05-06/30/05	14.00/hour
Gabriel Garcia	Community Service Officer	02/11/05-06/30/05	14.00/hour
Ryan Henry	Community Service Officer	02/11/05-06/30/05	14.00/hour
Lisa Jewell	Community Service Officer	02/11/05-06/30/05	14.00/hour
Erica Lumpkin	Community Service Officer	02/11/05-06/30/05	14.00/hour
Bayron Meneses	Community Service Officer	02/11/05-06/30/05	14.00/hour
Andrew Milligan	Community Service Officer	02/11/05-06/30/05	14.00/hour
Lynette Naranjo	Community Service Officer	02/11/05-06/30/05	14.00/hour
Cynthia Navarro	Community Service Officer	02/11/05-06/30/05	14.00/hour
Dana Panos	Community Service Officer	02/11/05-06/30/05	14.00/hour
Diana Perez	Community Service Officer	02/11/05-06/30/05	14.00/hour
Harry Stone	Community Service Officer	02/11/05-06/30/05	14.00/hour
Terence Taylor	Community Service Officer	02/11/05-06/30/05	14.00/hour
Amber Tibbits	Community Service Officer	02/11/05-06/30/05	14.00/hour
Rodrigo Uriarte	Community Service Officer	02/11/05-06/30/05	14.00/hour
John Wilbur	Community Service Officer	02/11/05-06/30/05	14.00/hour
Andrea Sanchez	Computer Technician	02/01/05-06/30/05	10.00/hour
Man Sin Melissa So	Computer Technician	02/01/05-06/30/05	10.00/hour
Lisa Herrera	Dispatch Clerk	01/19/05-06/30/05	8.00/hour

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

Name Leticia Sandoval Lopez	Position Food Service Assistant	Effective Date 12/08/04-06/30/05	Salary Policy 4035 9.00/hour
Jose Diaz	Groundsperson Assistant	01/05/05-06/30/05	13.00/hour
Sam Jordan	Groundsperson Assistant	01/05/05-06/30/05	13.00/hour
Timothy Foley	Instructional Aide I	01/31/05-06/30/05	6.75/hour
Thadeus Johnson	Instructional Aide I	01/31/05-06/30/05	6.75/hour
Albert Lee	Instructional Aide III	02/01/05-06/30/05	8.75/hour
Danielle Stevens	Instructional Aide III	02/01/05-06/30/05	8.75/hour
Paul Cipres	Matriculation Assistant II	01/10/05-06/30/05	9.50/hour
Diana Armenta	Office Assistant I Office Assistant I Office Assistant I Office Assistant I	01/03/05-06/30/05	9.00/hour
Karri Curtin		11/01/04-06/30/05	9.00/hour
Maysha McKie		01/01/05-06/30/05	9.00/hour
Mila Stancic-Stevanovic		02/07/05-06/30/05	9.00/hour
Akiyoshi Palomo Lemus	Office Assistant II	01/03/05-06/30/05	10.50/hour
Sylvia Valentinez	Office Assistant II	01/10/05-06/30/05	10.50/hour
Sheila Faulknerloser	Office Assistant IV	02/01/05-06/30/05	14.00/hour
Leontine Armstrong	Office Clerk Office Clerk Office Clerk Office Clerk	02/16/05-06/30/05	7.00/hour
Donna Maness		02/16/05-06/30/05	7.00/hour
Belia Salgado de Fuentes		02/16/05-06/30/05	7.00/hour
Leann Tull		10/18/04-06/30/05	7.00/hour
Gregory Bordeau	Role Player	11/01/04-06/30/05	6.75/hour
Diane Harris-Dennis	Role Player	02/01/05-06/30/05	6.75/hour
Melissa Bossard	Stage Technician I Stage Technician I Stage Technician I Stage Technician III	01/01/05-06/30/05	7.00/hour
Stan Carter		01/01/05-06/30/05	7.00/hour
Jason Schultz		01/01/05-06/30/05	7.00/hour
Samantha Curry		01/01/05-06/30/05	8.50/hour
John Czimbal	Student Activities Assistant	02/04/05-06/30/05	10.50/hour
Delroy Sargreant	Tutor II	01/01/05-06/30/05	8.00/hour

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

Name	<u>Department</u>	Effective Date
Jennifer Nickel	Culinary Academy	12/09/04-05/20/05
Aaron Agramaon	Health, Human and Public Services	01/03/05-02/11/05
Gilbert Amaya	Health, Human and Public Services	01/03/05-02/11/05
Shane Amaya	Health, Human and Public Services	01/03/05-02/11/05
Darnisa Cross	Health, Human and Public Services	01/03/05-02/11/05
Marvin Gaurino	Health, Human and Public Services	01/03/05-02/11/05
Tarah Gonzalez	Health, Human and Public Services	01/03/05-02/11/05
Jessica Greenwalt	Health, Human and Public Services	01/03/05-02/11/05
Bradley Hill	Health, Human and Public Services	01/03/05-02/11/05
Carlos Huerta	Health, Human and Public Services	01/03/05-02/11/05
Daniel Hurley	Health, Human and Public Services	01/03/05-02/11/05
Michael Jackson	Health, Human and Public Services	01/03/05-02/11/05
Richard Johnson	Health, Human and Public Services	01/03/05-02/11/05
Marshall Koon	Health, Human and Public Services	01/03/05-02/11/05
Jeffrey Lindquist, Jr.	Health, Human and Public Services	01/03/05-02/11/05
Richelle Machado	Health, Human and Public Services	01/03/05-02/11/05
Andy Marble	Health, Human and Public Services	01/03/05-02/11/05
Stephen McNeil	Health, Human and Public Services	01/03/05-02/11/05
John Negrete	Health, Human and Public Services	01/03/05-02/11/05
Catrina Paez	Health, Human and Public Services	01/03/05-02/11/05
Savan Prak	Health, Human and Public Services	01/03/05-02/11/05
Luke Roberts	Health, Human and Public Services	01/03/05-02/11/05
Kristyn Rodriguez	Health, Human and Public Services	01/03/05-02/11/05
Dilanka Silva	Health, Human and Public Services	01/03/05-02/11/05
Brian Thomas	Health, Human and Public Services	01/03/05-02/11/05
Denni Travieso	Health, Human and Public Services	01/03/05-02/11/05
Nelly Utebor	Health, Human and Public Services	01/03/05-02/11/05
Ivy Weber	Health, Human and Public Services	01/03/05-02/11/05
Brian White	Health, Human and Public Services	01/03/05-02/11/05
Aaron Winder	Health, Human and Public Services	01/03/05-02/11/05
Anneta Wolfe	Health, Human and Public Services	01/03/05-02/11/05
1 2222 000 11 0220	21001011, 22011011 0110 2 0010 2 01 11002	01,00,00 02,11,00
Maria Theresa Abadilla	Nursing	01/03/05-02/10/05
Olufunke Adewumi	Nursing	01/03/05-02/10/05
Nena Artienda	Nursing	01/03/05-02/10/05
Monica Bagga	Nursing	01/03/05-02/10/05
Jeannette Baker-Shaw	Nursing	01/03/05-02/10/05
Joanne Barrientes	Nursing	01/03/05-02/10/05
Jacqueline Bass	Nursing	01/03/05-02/10/05
Amanda Baylus	Nursing	01/03/05-02/10/05
I III alian Dayias	THEORIE	01/05/05 02/10/05

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

Name	<u>Department</u>	Effective Date
Irene Belarde	Nursing	01/03/05-02/10/05
Agnes Bologna	Nursing	01/03/05-02/10/05
Emily Buentipo	Nursing	01/03/05-02/10/05
Frank Cipoletto	Nursing	01/03/05-02/10/05
Jamie Clark	Nursing	01/03/05-02/10/05
Naomi Cochran	Nursing	01/03/05-02/10/05
Patricia Cockfield	Nursing	01/03/05-02/10/05
Julie Cox	Nursing	01/03/05-02/10/05
Jessica Dinga	Nursing	01/03/05-02/10/05
Julie Dixon	Nursing	01/03/05-02/10/05
Lori Dobbs-Prpich	Nursing	01/03/05-02/10/05
Sandra Donkor	Nursing	01/03/05-02/10/05
Alisa Donson	Nursing	01/03/05-02/10/05
Denice Drake	Nursing	01/03/05-02/10/05
Carrie Driscoll	Nursing	01/03/05-02/10/05
Susan Edrada	Nursing	01/03/05-02/10/05
Ricardo Eslava	Nursing	01/03/05-02/10/05
Leslie Everhart	Nursing	01/03/05-02/10/05
Kelly Fairres	Nursing	01/03/05-02/10/05
Nancy Foreman	Nursing	01/03/05-02/10/05
Kathryn George	Nursing	01/03/05-02/10/05
Rina Gillard	Nursing	01/03/05-02/10/05
Qiulian Gao	Nursing	01/03/05-02/10/05
Ella Garrett	Nursing	01/03/05-02/10/05
Carmen Gomez	Nursing	01/03/05-02/10/05
Charisse Gonzales	Nursing	01/03/05-02/10/05
Judy Gregory	Nursing	01/03/05-02/10/05
Karen Hasson	Nursing	01/03/05-02/10/05
Hector Hernandez	Nursing	01/03/05-02/10/05
Cheryl Hilt	Nursing	01/03/05-02/10/05
Mona Holcombe	Nursing	01/03/05-02/10/05
Eva Huang	Nursing	01/03/05-02/10/05
Emily Jones	Nursing	01/03/05-02/10/05
Gurinder Kaur	Nursing	01/03/05-02/10/05
Yu-Jin Kim	Nursing	01/03/05-02/10/05
Carina Kroll	Nursing	01/03/05-02/10/05
Tammy Kruzick	Nursing	01/03/05-02/10/05
Michelle Lanorias	Nursing	01/03/05-02/10/05
Osayi Lawani	Nursing	01/03/05-02/10/05
Kris Mamio	Nursing	01/03/05-02/10/05
Pauline Marquez	Nursing	01/03/05-02/10/05
I walling triumquez	1 10101115	01/05/05 02/10/05

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

Name	<u>Department</u>	Effective Date
Donna Masut	Nursing	01/03/05-02/10/05
Caeser Mburu	Nursing	01/03/05-02/10/05
Arlene Medina	Nursing	01/03/05-02/10/05
Gina Messer	Nursing	01/03/05-02/10/05
Patrick Njuguna	Nursing	01/03/05-02/10/05
Katrina Nuqui	Nursing	01/03/05-02/10/05
Kimana Nunez	Nursing	01/03/05-02/10/05
George Pace	Nursing	01/03/05-02/10/05
Marianela Pulido	Nursing	01/03/05-02/10/05
Michelle Quinn	Nursing	01/03/05-02/10/05
Josephine Ramos	Nursing	01/03/05-02/10/05
Yvette Rangel	Nursing	01/03/05-02/10/05
Cindy Rivera	Nursing	01/03/05-02/10/05
Connie Ruiz	Nursing	01/03/05-02/10/05
Jennifer Sanchez	Nursing	01/03/05-02/10/05
Melissa Sanchez	Nursing	01/03/05-02/10/05
Leisa Schaefer	Nursing	01/03/05-02/10/05
Susan Schueman	Nursing	01/03/05-02/10/05
Bert Seals	Nursing	01/03/05-02/10/05
Jonelle Seyler	Nursing	01/03/05-02/10/05
Karen Shultz	Nursing	01/03/05-02/10/05
Heather Smeton	Nursing	01/03/05-02/10/05
Hillary Smith	Nursing	01/03/05-02/10/05
Kristen Snavely	Nursing	01/03/05-02/10/05
William Strutt	Nursing	01/03/05-02/10/05
Ryan Tabares	Nursing	01/03/05-02/10/05
Andrea Taylor	Nursing	01/03/05-02/10/05
Maria Tiu	Nursing	01/03/05-02/10/05
Meredith Travis	Nursing	01/03/05-02/10/05
Daniella Vasquez	Nursing	01/03/05-02/10/05
Adrienne Vinci	Nursing	01/03/05-02/10/05
Germaine Wagner	Nursing	01/03/05-02/10/05
Linda White	Nursing	01/03/05-02/10/05
Rebecca White	Nursing	01/03/05-02/10/05
Henry Widjajakusuma	Nursing	01/03/05-02/10/05
Dena Wigginton	Nursing	01/03/05-02/10/05
Linda Wills	Nursing	01/03/05-02/10/05
Esther Wyman	Nursing	01/03/05-02/10/05
Kelly Young	Nursing	01/03/05-02/10/05

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

<u>Name</u>	<u>Department</u>	Effective Date
Lisa Bermhoft	Upward Bound	02/14/05-02/14/05
Kelly Fuentes	Upward Bound	02/14/05-02/14/05
Esther Ruiz	Upward Bound	01/01/05-06/30/05

<u>DISTRICT FUNDS</u>

NAME	POSITION	DEPARTMENT	DATE	RANGE
Castro, Graciela	Student Worker	Early Childhood Studies - RIV	25-Jan-05	19-4
Figgs, Ryan	Student Worker	Student Activities - RIV	25-Jan-05	19-4
Hidalgo, Timothy	Student Worker	Computer Information - RIV	25-Jan-05	19-4
Jackson, Lovely	Student Worker	Early Childhood Studies - MOV	25-Jan-05	19-4
Kane, Denise	Student Worker	Tutorial Services - NOR	25-Jan-05	19-4
Martinez, Ashley	Student Worker	College Safety & Police - RIV	25-Jan-05	19-4
McLaughlin, Ian	Student Worker	AV Labs & Services - MOV	25-Jan-05	19-4
Newby, Rhianna	Student Worker	Library - RIV	25-Jan-05	19-4
Newton, Jason	Student Worker	Computer Information - RIV	25-Jan-05	19-4
Niederman, Emily	Student Worker	Tutorial Services - MOV	25-Jan-05	19-4
Quach, Kim	Student Worker	Tutorial Services - NOR	25-Jan-05	19-4
Rodriguez, Vanessa	Student Worker	Tutorial Services - MOV	25-Jan-05	19-4
Ruiz, Diana	Student Worker	Early Childhood Studies - RIV	10-Jan-05	19-4
Soto Wilder, Cristian	Student Worker	Tutorial Services - RIV	25-Jan-05	19-4
Stickel, Ron	Student Worker	College Safety & Police - RIV	10-Jan-05	19-4
Stuursma, Corrie	Student Worker	Swimming - RIV	25-Jan-05	19-4

Report No. IV-A-2 Date: February 22, 2005

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

<u>Background:</u> The attached Purchase Order and Warrant Report –All District Funds is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$5,245,169.12 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 45518-46532) totaling \$3,981,292.57 have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. The Riverside County Office of Education's audit program also has reviewed these claims.

<u>Recommended Action:</u> It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$5,245,169.12 and District Warrant Claims totaling \$3,981,292.57.

Salvatore G. Rotella Chancellor

Prepared by: Doretta Sowell

Purchasing Manager

PO#	Fund	Department	Vendor	Description	Amount
P57985	61	Risk Management	Caliber Collision Centers	Damage Personal Property	1,115.51
P57986	41	Riv Campus - Relocatable Swing Space	City Of Riverside	Other	7.550.00
P57990	11	Nursing, R.N.	National League For Nursing	Other Services	1,560.00
P57996	12	Grants Department - H1-B Grant	Planetree, Inc.	Other Travel Expenses	1,000.00
P57998	11	Admissions & Records	AO Communications	Equipment Additional \$200-\$4999	2,195.30
P57999	41	Riverside Campus - MLK State Equipment	Dell Computers	Equipment Additional \$5000 >	46,278.59
P58000	11	Facilities & Planning	Gateway 2000 Major Accts.,Inc.	Comp Equipment Replacement \$200-\$4999	6,300.14
P58002	11	Campus Security	Siemens Building Technologies, Inc.	Fixtures & Fixed Equipment	37,990.01
P58003	61	Risk Management	Dizon, Alma Jill	Self-Insurance Claims	17,500.00
P58005	11	Open Campus-TV Classes	Coastline Community College	Instructional Media Material	1,640.00
P58022	41	Riv Campus - P.E. Complex, Phase I,	Lawn Tech Equipment	Equipment Additional \$5000 >	8,219.17
P58023	11	Facilities	Lawn Tech Equipment	Equipment Additional \$200-\$4999	4,811.74
P58025	12	Library - Instructional Equipment	CDW-G	Equipment Replacement \$200-\$4999	2,466.01
P58026	12	Library - Instructional Equipment	Dell Computers	Comp Equipment Additional \$200-\$4999	22,750.34
P58027	12	Library - Instructional Equipment	Brodart	Equipment Additional \$200-\$4999	7.470.35
P58028	12	Library - Instructional Equipment	Advanced Electrical Contracting Inc.	Fixtures & Fixed Equipment	1.122.00
P58029	12	Library - Instructional Equipment	S. K. Telecon, Inc.	Fixtures & Fixed Equipment	1,250.00
P58030	11	Human Resources	Sehi Computer Products, Inc.	Comp Equipment Replacement \$200-\$4999	1,198.56
P58032	11	Performancing Arts	Mark Of The Unicorn	Equipment Additional \$200-\$4999	3,113.00
P58038	11	Human Resources	Gateway 2000 Major Accts.,Inc.	Comp Equipment Replacement \$200-\$4999	18,822.85
P58039	12	Provost - Moreno Valley - Title V M	Pearson Education	Equip Additional \$5000 >	29,117.50
P58041	11	Campus Police	Versatile Information Products, Inc	Computer Software Maint/License	1,129.00
P58042	12	Computer and Information Science	Gateway 2000 Major Accts.,Inc.	Comp Equipment Replacement \$200-\$4999	93,924.60
P58044	11	Dean of Faculty	Regional Consortium On College	Conferences	2,240.00
P58051	11	Physicians Assistant	ARC-PA	Memberships	2,500.00
P58052	41	Riv Campus - Relocatable Swing Space	Hinkley And Associates, Inc	Demolition - Grading	925,000.00
P58053	41	Riv Campus - Relocatable Swing Space	Modtech Inc.	New Buildings	2,298,135.54
P58054	11	Public Affairs	CDW-G	Comp Equipment Additional \$5000 >	11,082.28
P58057	12	Instructional Support- VTEA State Lead	Victor Valley College	Other Services	1,000.00
P58061	12	Police Academy-VTEA Title I-C	Long Beach Uniform Co.	Instructional Supplies	2,789.92
P58062	12	Student Services	Gateway 2000 Major Accts.,Inc.	Comp Equip Additional \$200-\$4999	5,495.25
P58063	12	Instructional Support- VTEA State Lead	Copper Mountain College	Other Services	2,000.00
P58064	11	Administrative Support Center	Gateway 2000 Major Accts.,Inc.	Comp Equip Additional \$200-\$4999	7,159.99
P58065	12	Instructional Support- VTEA State Lead	Crafton Hills College	Other Services	1,000.00
P58066	12	Instructional Support- VTEA State Lead	San Bernardino Valley College	Other Services	2,000.00
P58067	12	Instructional Support- VTEA State Lead	College Of The Desert	Other Services	2,000.00
P58069	12	Student Services	Sehi Computer Products, Inc.	Comp Equip Additional \$200-\$4999	7,524.94
P58071	12	Instructional Support-VTEA Title I	Gateway 2000 Major Accts.,Inc.	Comp Equip Additional \$200-\$4999	1,481.56
P58073	12	Police Academy-VTEA Title I-C	A Plus Warehouse Equipment & Supply	Equipment Additional \$200-\$4999	1,713.85

PO#	Fund	Department	Vendor	Description	Amount
P58074	11	Administrative Support Center	Synergistic Mailing Services	Postage	1,431.65
P58075	12	Police Academy-VTEA Title I-C	San Diego Police Equipment	Equipment Additional \$200-\$4999	6,381.38
P58076	11	Administrative Support Center	Inland Presort & Mailing Services	Postage	12,800.00
P58081	12	Instructional Support- VTEA State L	Chaffey College	Other Services	1,500.00
P58086	12	CITD - Statewide Leadership Grant	Esummits Inc.	Other Services	1,250.00
P58099	12	Natural (Life) Science	Ward's Natural Science	Equip Additional \$200-\$4999	3,024.81
P58101	12	Natural (Life) Science	Fisher Scientific	Equip Additional \$200-\$4999	1,822.25
P58106	41	Riverside Campus - MLK State Equipment	Hewlett Packard	Comp Equipment Additional \$200-\$4999	206,948.96
P58124	11	President's Office	Baker, Sandra Louise	Conferences	2,000.00
P58125	11	President's Office	Colucci, Marie	Conferences	2,000.00
P58126	11	President's Office	Conyers, Lisa	Conferences	2,000.00
P58139	11	Public Affairs & Institutional Advantage	KFRG	Advertising	3,450.00
P58142	12	CITD - Grant	California Council For	Conferences	5,000.00
P58147	11	Administrative Support Center	United States Postal Service	Postage	5,000.00
P58153	11	Admissions & Records	Gateway 2000 Major Accts.,Inc.	Comp Equipment Additional \$200-\$4999	6,680.50
P58154	11	Admissions & Records	Sehi Computer Products, Inc.	Comp Equipment Additional \$200-\$4999	1,668.98
P58155	11	Admissions & Records	Gateway 2000 Major Accts.,Inc.	Comp Equipment Additional \$200-\$4999	8,269.81
P58158	11	Counseling	Gateway 2000 Major Accts.,Inc.	Comp Equipment Additional \$200-\$4999	1,567.76
P58162	12	Chemistry	Fisher Scientific	Equipment Additional \$200-\$4999	1,668.76
P58164	12	Dean of Instruction Moreno Valley	Gateway 2000 Major Accts.,Inc.	Comp Equipment Additional \$200-\$4999	1,795.12
P58165	12	Physics	Woodland Hills Camera & Telescope	Equipment Additional \$5000 >	16,587.50
P58166	12	Physics	Pasco	Equipment Additional \$200-\$4999	2,049.63
P58168	12	Dental Hygiene	Gateway 2000 Major Accts.,Inc.	Comp Equipment Additional \$200-\$4999	2,831.67
P58169	12	Emergency Medical Technology	Gateway 2000 Major Accts.,Inc.	Comp Equipment Additional \$200-\$4999	11,326.68
P58170	12	Dental Technician	Darby Dental Laboratory Supply Co	Equipment Additional \$200-\$4999	19,220.47
P58171	12	Physicians Assistant	K-Log	Equipment Additional \$200-\$4999	2,283.54
P58175	12	Dean of Instruction Moreno Valley	Reliable Office Solutions	Equipment Additional \$5000 >	13,703.65
P58177	11	Human Resources	Marilao, Rosella	Conferences	1,027.83
P58186	12	Child Develop Centers - Riverside	Riviera Resort & Racquet Club	Conferences	8,000.00
P58189	11	Facilities	Cal-Air, Inc.	Repairs - Parts	1,500.00
P58190	12	Parking	Golf Cars Of Riverside, Inc.	Equipment Additional \$5000 >	8,259.04
P58191	41	Moreno Valley Campus - ECS Construction	John R. Byerly, Inc.	Testing	4,470.13
P58192	11	Administrative Support Center	U.S. Postal Service	Postage	17,500.00
P58193	11	Administrative Support Center	Synergistic Mailing Services	Postage	4,640.00
P58194	12	Parking	Woodcrest Vehicle Center	Equipment Replacement \$5000 >	10,175.03
P58196	12	Parking	Wondries - Fleet Division	Equipment Replacement \$5000 >	49,237.15
P58202	61	Risk Management	Unisource Discovery	Legal	2,000.00
P58203	11	Risk Management	The Hartford	Liability Insurance	2,500.00
P58204	11	Media	Avid Technology, Inc.	Other Services	2,549.00
P58205	12	Dean of Instruction , Moreno Valley	Gateway 2000 Major Accts.,Inc.	Comp Equipment Additional \$200-\$4999	6,572.75
P58206	11	Information Services	S. K. Telecon, Inc.	Fixtures & Fixed Equipment	4,990.00

PO#	Fund	Department	Vendor	Description	Amount
P58207	11	Information Services	S. K. Telecon, Inc.	Fixtures & Fixed Equipment	4,990.00
P58208	11	Intramural Sports	Gateway 2000 Major Accts.,Inc.	Comp Equipment Additional \$200-\$4999	2,163.62
P58211	11	Public Services & Criminal Justice	CDW-G	Comp Equipment Replacement \$200-\$4999	2,897.94
P58212	12	Automotive TechVTEA Title I-C	S & S Grading And Paving, Inc.	Remodel Projects	5,850.00
P58214	11	President's Office	Centro Linguistico Italiano	Other Services	1,600.00
P58221	11	Public Affairs	Computerland	Comp Equipment Additional \$200-\$4999	2,202.41
P58222	11	Dean of Education - Middle College	Barnes & Noble	Instructional Supplies	3,314.00
P58224	12	Facilities	KCT Consultants, Inc.	Remodel Projects	5,500.00
P58227	41	Riverside Campus - MLK State Equipment	West Coast Technology	Comp Equipment Additional \$5000 >	48,821.58
P58228	41	Riverside Campus - MLK State Equipment	Cisco Systems	Comp Equipment Additional \$5000 >	47,630.13
P58229	41	Riverside Campus - MLK State Equipment	SportsTec, Inc.	Equipment Additional \$5000 >	44,000.00
P58231	11	Student Services	Culver - Newlin	Equipment Additional \$200-\$4999	2,475.02
P58234	11	Chemistry	Denver Instrument Company	Repairs - Parts - Instructional	1,323.36
P58237	12	Business and Commerce	Sehi Computer Products, Inc.	Comp Equipment Additional \$200-\$4999	1,301.07
P58244	11	Community Outreach	Gateway 2000 Major Accts.,Inc.	Comp Equipment Additional \$200-\$4999	9,225.53
P58245	11	Student and Co-Curricular Activitie	Gateway 2000 Major Accts.,Inc.	Comp Equipment Replacement \$200-\$4999	1,642.11
P58246	12	Student Services	Gateway 2000 Major Accts.,Inc.	Comp Equipment Additional \$200-\$4999	1,797.27
P58248	11	Public Affairs	CDW-G	Equipment Additional \$200-\$4999	2,300.00
P58250	11	Public Affairs	C. Santillan, Inc.	Other Services	3,500.00
P58255	11	Governmental Relations Office	RCC Revolving Fund	Consultants	5,000.00
P58258	32	Food Service	Jim Jones Maintenance	Repairs - Parts	1.145.55
P58261	41	Moreno Valley Campus - Phase II	TBP Architects	Architect's Fees	33,000.00
P58267	12	Physical Education	Gopher Sport	Equipment Additional \$200-\$4999	1,536.64
P58269	11	Culinary Arts	Murray's Hotel & Restaurant	Equipment Additional \$200-\$4999	2,450.46
P58271	41	Riv Campus - P.E. Complex, Phase I,	Steinberg Group, The	Architect's Fees	3,100.00
P58272	41	Riverside Campus - Nursing / Science	GKK	Architect's Fees	33,000.00
P58278	12	Provost - Moreno Valley - Title V M	Gateway 2000 Major Accts.,Inc.	Comp Equipment Replacement \$200-\$4999	1,837.00
P58279	12	Provost - Moreno Valley - Title V M	A Stitch Above	Other Supplies	1,120.60
P58283	11	Board of Trustees	J.W. Marriott Hotel	Other Travel Expenses	3,496.89
P58285	11	Performancing Arts	Moffett, Robert	Instructional Supplies	4,727.75
P58288	12	CITD - Grant	CDW-G	Comp Equip Additional \$200-\$4999	1,319.94
P58291	11	Open Campus-TV Classes	Intelecom Intelligent	All Other Contract	3.945.00
P58292	11	Open Campus-TV Classes	Dallas County Community College	All Other Contract	6,468.00
P58293	11	Open Campus-TV Classes	PBS	All Other Contract	5,960.00
P58294	11	Administrative Support Center	Perfect Form	Postage	20,150.00
P58297	12	Student Services - Talent Search Norco	Amerisuites Tempe/Arizona Mills	Other Travel Expenses	4,788.06
P58301	12	Grants Department - Foster and Kinship	Riverside Marriott	Other Supplies	3,600.00
P58305	12	Student Services - Talent Search Norco	Saenz, Ruben	Other Travel Expenses	1,032.00
P58313	11	Facilities & Planning	Walton, Richard	Consultants	13,280.00
P58314	11	Facilities & Flamming Facilities	Glass Connection, The	Repairs - Parts	1,200.00
P58314 P58315	41	Riv Campus - P.E. Complex, Phase I,	First To The Finish, Inc.	Equip Additional \$200-\$4999	20,064.17

PO#	Fund	Department	Vendor	Description	Amount
P58319	11	Facilities & Planning	Corporate Express	Equip Additional \$200-\$4999	1,344.17
P58322	41	Riverside Campus - MLK State Equipment	Network Infrastructure Corp.	Comp Equip Additional \$5000 >	219,500.00
P58349	11	Student Services	Corporate Express	Other Supplies	2,370.46
P58351	11	Provost-Norco	Rainbow Custom Cars	Equip Additional \$5000 >	7,050.12
P58352	12	Provost-Norco	Matrix Audio Visual Design	Other Services	2,500.00
P58353	12	Provost-Norco	Jim's Music	Equip Replacement \$200-\$4999	1,977.50
P58354	12	Provost-Norco	Troxell Communications	Equip Replacement \$200-\$4999	7,921.75
P58356	12	Provost-Norco	Jim's Music	Equip Additional \$200-\$4999	2,413.57
P58361	12	Computer And Information Science	Gateway 2000 Major Accts.,Inc.	Comp Equip Replacement \$200-\$4999	28,219.73
P58363	12	CITD - Marketing Development	Williamson, Jeff	Conferences	1,655.93
P58364	12	CITD - Marketing Development	Williamson, Jeff	Conferences	2,726.07
P58368	12	Financial Aid Administration - BFAP	Marriott Wardman Park Hotel	Conferences	1,133.55
P58371	11	President's Office	Rotella, Salvatore G.	Conferences	1,610.00
P58374	11	Financial Aid Administration	Marriott Wardman Park Hotel	Conferences	1,133.55
P58375	11	Dramatic Arts - Summer Theater	Music Theatre International	Rents And Leases	1,476.18
P58380	12	Financial Aid Administration - BFAP	Marriott Wardman Park Hotel	Conferences	1,133.55
P58388	11	Academic Affairs	Maghroori, Reza	Conferences	1,597.00
P58390	12	Financial Aid Administration - BFAP	Marriott Wardman Park Hotel	Conferences	1,133.55
P58394	12	Instructional Support- VTEA	Lesser, Donna	Conferences	1,568.61
P58401	12	Engineering Technology - VTEA	Garcia, Carlos	Conferences	1,435.00
P58402	11	IS Adminstration	Feeney, Patrick	Conferences	1,290.00
P58403	12	Counseling & Guidance - Matriculation	Dithomas, Deborah	Conferences	1,926.29
P58408	12	Provost - Moreno Valley - Title V M	Eldorado Hotel	Conferences	1,090.56

PO#	PO# Fund Department Vendor		Description	Amount	
		1	Additions to Approved/Ratified Purchase Oerders of	of \$1,000 and over	
P54699	11	Production Printing	Kelly Paper Company	Purchase/Cost Of Goods Sold	5,000.00
P54708	32	Food Service	Sysco Corp.	Kitchen Expendables	15,000.00
P54712	32	Food Service	Joseph Webb Foods	Cleaning Supplies	15,000.00
P54740	11	Custodial Services	Waxie Sanitary Supply	Custodial Supplies	2,000.00
P54800	11	Production Printing	Pacesetter Graphic Service	Purchase/Cost Of Goods Sold	1,000.00
P54802	11	Production Printing	Inland Envelope Company	Purchase/Cost Of Goods Sold	3,000.00
P54806	11	Production Printing	Enovation Graphic Systems	Purchase/Cost Of Goods Sold	5,000.00
P54812	12	Student Services - Talent Search Norco	Inland Empire Stages, LTD.	Transportation Contracts	5,270.00
P54856	32	Food Service	California Deli Distributors, Inc.	Food	5,000.00
P55032	11	Customized Solutions	Training Dynamics	Contract Ed Instr Supplies	1,350.00
P55239	11	English	Office Depot	Instructional Supplies	1,500.00
P55356	12	Provost - Moreno Valley - Title V M	CDW-G	Comp Equip Additional \$5000 >	4,747.01
P55630	11	Open Campus-Comm. Educ. Classes	Southern California Music School	Other	1,500.00
P55966	11	Performance Riverside	BMI Supply	Custodial Supplies	2,735.00
P55972	11	Performance Riverside	Home Depot	Theatre Supplies	1,600.00
P55988	11	Dental Hygiene	Henry Schein Inc.	Instructional Supplies	5,000.00
P55991	11	Dental Hygiene	Reliable Office Solutions	Instructional Supplies	2,000.00
P56238	11	Athletics	Enterprise Rent-A-Car	Transportation Contracts	1,700.00
P56269	32	Food Service	Select Produce, Inc.	Food	3,000.00
P56428	11	Police Academy	Riverside County Sheriffs Dept	Rents And Leases	300,000.00
P57267	11	Affirmative Action	Ad Club Advertising Services	Advertising	3,520.00
P57344	11	Affirmative Action	Carney & Delany, Llp	Legal	7,000.00
P57660	11	Facilities	Plaza Li Automotive, Inc.	Repairs - Parts	2,000.00
P57712	41	Riv Campus - P.E. Complex, Phase I,	Louis J. Ray Inspections	Testing	11,250.00
P57913	12	Student Services	Gateway 2000 Major Accts.,Inc.	Comp Equipment Additional \$200-\$4999	2,484.64
P57918	11	Athletics	Gateway 2000 Major Accts.,Inc.	Comp Equipment Additional \$200-\$4999	1,474.02
				Subtotal (pages 1-4)	4,718,295.29
				Subtotal (page 5)	409,130.67
				Purchase Orders \$1,000 and Over	5,127,425.96
				Purchase Orders under \$1,000	117,743.16
				Grand Total	5,245,169.12

Report No.: IV-A-3 Date: February 22, 2005

Subject: Annuities

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

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

Salvatore G. Rotella Chancellor

Prepared by: Ed Godwin

Risk Manager

Report No: IV-A-4-a Date: February 22, 2005

Subject: Budget Adjustments

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

		<u>Program</u>	Account	Amount
1.	Transfe	r to provide for an academic special pro	ject.	
	From:	Public Affairs and Inst Advan	Advertising	\$ 700
	To:	Public Affairs and Inst Advan	Academic Special Project	\$ 700
2.	Transfer	r to purchase equipment. (Fund 12, Res	source 1190)	
	From:	Gear Up/Passport Plus	Other Services	\$ 325
	To:	Gear Up/Passport Plus	Equipment	\$ 325
3.		r to reallocate the H1-B Technical Skills 2, Resource 1190)	s Training Program budget.	
	From:	H1-B Grant	Employee Benefits	\$ 10,519
	To:	H1-B Grant	Supplies Other Services	\$ 526 9,993
4.	Transfer	r to purchase supplies. (Fund 12, Resou	nrce 1190)	
	From:	Foster and Kinship Care Grant	Lecturers	\$ 1,050
	To:	Foster and Kinship Care Grant	Supplies	\$ 1,050

Report No: IV-A-4-a Date: February 22, 2005 Subject: Budget Adjustments (cont'd) Program Account Amount 5. Transfer to reallocate the Cal Works Program budget. (Fund 12, Resource 1190) Workforce Prep - Cal Works Other Services \$ 59,000 From: To: Academic PT Non-Instr \$ 42,350 Workforce Prep - Cal Works **Classified Hourly** 9,000 **Employee Benefits** 5,135 **Supplies** 2,305 **Equipment Replacement** 210 6. Transfer to purchase replacement equipment. From: Administration and Finance Admin Contingency Acct \$ 95 To: Administration and Finance Equipment Replacement \$ 95 7. Transfer to reallocate the Title V Program budget. (Fund 12, Resource 1190) From: Title V, Norco Classified FT Admin \$ 21,421 Classified FT 13,393 Other Services 46,934 To: Title V, Norco Academic FT Non-Instr \$ 45,325 **Employee Benefits** 8,817 Supplies 4,500 23,106 Equipment

Copying and Printing

Equipment

\$

\$

1.345

1.345

8. Transfer to purchase equipment.

Facilities and Planning

Facilities and Planning

From:

To:

Report No:	Date: Feb	oruary	22, 2005	
Subject:	Budget Adjustments (cont'd)			
	<u>Program</u>	Account		Amount
9. Transfe	er to purchase equipment.			
From:	Faculty Affairs	Software	\$	286
To:	Faculty Affairs	Equipment	\$	286
10. Transfe	er to provide for conferences.			
From:	Academic Affairs	Supplies	\$	2,000
To:	Academic Affairs	Conferences	\$	2,000
11. Transfe	er to purchase equipment.			
From:	Information Services	Supplies Mileage	\$	324 324
To:	Information Services	Equipment	\$	648
12. Transfe	er to purchase equipment. (Fund 12, Re	source 1190)		
From:	Center for Int'l Trade Devlp	Other Services	\$	160
To:	Center for Int'l Trade Devlp	Equipment	\$	160
	er to reallocate the Workability Program 12, Resource 1190)	-Department of Rehab budget	·•	
From:	Disabled Std Srvc – Workability III	Memberships Cellular Telephones	\$	170 500
То:	Disables Std Srvc – Workability III	Supplies Academic PT Non-Instr	\$	170 500

Report No:	IV-A-4-a	Date: Fo	ebruary	22, 2005
Subject:	Budget Adjustments (cont'd)			
	<u>Program</u>	Account		Amount
14. Transfe	r to purchase replacement equipment.			
From:	Community and Economic Devlp	Rents and Leases	\$	5,000
То:	Community and Economic Devlp	Equipment Replacement	\$	5,000
15. Transfe	r to purchase equipment.			
From:	Student Services	Admin Contingency Acct	\$	1,850
To:	Student Services	Equipment	\$	1,850
16. Transfe	r to reallocate the Matriculation Program	m budget. (Fund 12, Resour	ce 1190)
From:	Matriculation	Classified FT Classified Perm PT	\$	9,896 1,587
То:	Matriculation	Academic FT Non-Instr Copying and Printing Equipment Replacement	\$	1,272 3,100 7,111
	r to purchase aluminum hurdles related 1, Resource 4160)	to the P.E. Track and Field	Project.	
From:	Facilities – P.E. Complex, Phase I	Other	\$	15,457
To:	Facilities – P.E. Complex, Phase I	Supplies	\$	15,457
18. Transfe	r to purchase instructional supplies.			
From:	Applied Tech – Auto Body	Other Services	\$	2,000
To:	Applied Tech - Auto Body	Instructional Supplies	\$	2,000

Report No:	IV-A-4-a	Date: Fe	bruary	22, 2005
Subject:	Budget Adjustments (cont'd)			
	<u>Program</u>	Account		Amount
19. Transfe	r to purchase equipment.			
From:	Information Sys and Technology	Instructional Supplies Periodicals/Magazines	\$	2,000 60
To:	Information Sys and Technology	Equipment	\$	2,060
20. Transfe	r to purchase replacement equipment.			
From:	Student Services, Riverside	Supplies.	\$	370
To:	Student Services, Riverside	Equipment Replacement	\$	370
21. Transfe	r to purchase replacement equipment.			
From:	Athletics, Riverside	Instructional Supplies	\$	795
To:	Athletics, Riverside	Equipment Replacement	\$	795
	r to provide for classified and certificate 2, Resource 1190)	ed employee benefits.		
From:	Disabled Student Services	Classified Perm PT	\$	12,616
To:	Disabled Student Services	Employee Benefits	\$	12,616
	r to provide for consulting services rela 1, Resource 4160)	ted to Norco Phase III.		
From:	Norco Facilities - Norco Phase III	Architect Fees	\$	2,336
To:	Norco Facilities – Norco Phase III	Consultants	\$	2,336

Report No: IV-A-4-a Date: February 22, 2005

Subject: Budget Adjustments (cont'd)

Suejeen.	Buaget Hajastments (cont a)			
	<u>Program</u>	Account		Amount
	r to reallocate the Instructional Equipm 2, Resource 1190)	nent/Materials Program budget.	•	
From:	Provost, Norco	Equipment	\$	3,874
То:	Dean of Instruction, Norco Arts, Humanities and Social Sci Learning Resource Center, Norco	Supplies Supplies Supplies	\$	988 197 189

Other Services

2,500

25. Transfer to provide for election services, governmental relations consulting services, classification and compensation studies for management and classified positions, student recruitment postcard mailing and the Storm Water Filter System-Hazardous Substances project.

From:	Salary Savings	Academic FT Admin	\$ 22,140
		Classified FT	95,859
To:	Board of Trustees	Elections	\$ 55,212
	Governmental Relations Office	Consultants	5,000
	Human Resources	Consultants	26,050
	Administrative Support Center	Postage	22,140
	Facilities	Remodel Project	9,597

26. Transfer to provide for student help and to purchase supplies and equipment.

From:	Provost, Moreno Valley	Admin Contingency Acct	\$ 4,916
То:	Provost, Moreno Valley	Equipment Student Help – Non-Instr Supplies	\$ 316 2,600 2,000

Report No: IV-A-4-a Date: February 22, 200				
Subject:	Budget Adjustments (cont'd)			
	<u>Program</u>	Account		Amount
27. Transfe	r to purchase instructional supplies.			
From:	Math and Science	Repairs - Instructional	\$	250
To:	Math and Science	Instructional Supplies	\$	250
28. Transfe	r to purchase supplies.			
From:	Student Services, Norco	Equipment	\$	2,030
То:	Admissions and Records, Norco Counseling, Norco Learning Resource Center, Norco	Supplies Supplies Supplies	\$	1,130 333 567
29. Transfe	r to provide for classified hourly salarie	es. (Fund 12, Resource 1190))	
From:	Talent Search TRIO, Norco	Tests Postage Mileage Student Insurance	\$	400 900 500 200
To:	Talent Search TRIO, Norco	Classified Hourly	\$	2,000
30. Transfe	r to provide for student help. (Fund 33	, Resource 3300)		
From:	ECS, Moreno Valley	Academic PT Non-Instr	\$	8,000

Student Help – Non-Instr

\$

8,000

To:

ECS, Moreno Valley

Report No: IV-A-4-a Date: February 22, 2005

Subject:	Budget Adjustments (cont'd)		
	<u>Program</u>	Account	Amount
31. Transfe	r to purchase equipment.		
From:	Counseling, Moreno Valley	Supplies	\$ 357
То:	Counseling, Moreno Valley	Equipment	\$ 357
32. Transfe	r to provide for classified hourly salari	es.	
From:	Provost, Norco	Admin Contingency Acct	\$ 980
To:	Learning Resource Center, Norco	Classified Hourly	\$ 980

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

> Salvatore G. Rotella Chancellor

Prepared by: Aaron S. Brown

Associate Vice Chancellor, Finance

Report No: IV-A-4-b-1 Date: February 22, 2005

Subject: Resolution to Amend Budget – Resolution No. 16-04/05

2004-2005 GEAR-Up Passport Plus Memorandum of Understanding with

Grossmont-Cuyamaca Community College District

<u>Background</u>: The Riverside Community College District has received additional funding for the 2004-2005 GEAR UP/Passport Plus in the amount of \$5,000 under the terms of a Memorandum of Understanding with Grossmont-Cuyamaca Community College District. The funds will be used to further expand evaluation efforts through a data sharing consortium. The Memorandum of Understanding was discussed at the February 7, 2005, Academic Affairs and Student Services Committee Meeting.

<u>Recommended Action:</u> Contingent upon the Board of Trustee's approval of Board Report No. V-A-5, presented later in this agenda, it is recommended that the Board of Trustees approve adding the revenue and expenditures of \$5,000 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella Chancellor

Prepared by: Marilyn Martinez-Flores

Director, GEAR UP/Passport Plus

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 16-04/05

2004-2005 GEAR-Up Passport Plus Memorandum of Understanding with Grossmont-Cuyamaca Community College District

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$5,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on February 22, 2005.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 16-04/05

2004-2005 GEAR-Up Passport Plus Memorandum of Understanding with Grossmont-Cuyamaca Community College

Year	County	District	Date	Fund
05	33	07	2/22/2005	12

FUND	SCHOOL	RESOURCE	PY	GOAL	FUNC	OBJECT	AMOUNT		Object Code Description
12	0	1190	0	0	0346	8890	5,000	00	REVENUE
									EXPENDITURES
12	ACB	1190	0	6020	0346	5890	5,000	00	Other Services
							5,000	00	TOTAL INCOME
							5,000		TOTAL EXPENDITURES

Report No: IV-A-4-b-2 Date: February 22, 2005

Subject: Resolution to Amend Budget – Resolution No. 17-04/05

2004-2005 Telecommunications and Technology Infrastructure Program

<u>Background</u>: The Riverside Community College District has received additional funding for the 2004-2005 Telecommunications and Technology Infrastructure Program in the amount of \$5,266 from the California Community Colleges Chancellor's Office. The funds will be used to pay for conferences and instructional media materials.

<u>Recommended Action:</u> It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$5,266 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella Chancellor

Prepared by: Bob Bramucci

Dean, Open Campus and Economic Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 17-04/05

2004-2005 Telecommunications and Technology Infrastructure Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$5,266 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution
adopted by the governing board at
a regular meeting on February 22, 2005.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT INCOME & EXPENDITURES - BUDGET AMENDMENT Resolution No. 17-04/05

2004-2005 Telecommunications and Technology Infrastructure Program

Year	County	District	Date	Fund
05	33	07	2/22/2005	12

FUND	SCHOOL	RESOURCE	PY	GOAL	FUNC	OBJECT	AMOUNT		Object Code Description
12	000	1190	0	0000	0071	8628	4,934	00	REVENUE
12	000	1190	0	0000	0076	8628	332	00	
									EXPENDITURES
12	AJO	1190	0	6010	7071	5220	4,934	00	Conferences
12	AJO	1190	0	6010	7076	4351	332	00	Instr. Media Materials
							5,266	00	TOTAL INCOME
							5,266	00	TOTAL EXPENDITURES

Report No: IV-A-4-b-3 Date: February 22, 2005

Subject: Resolution to Amend Budget – Resolution No. 18-04/05

The Community Foundation Grant – Planning to Improve Access and Retention

<u>Background</u>: The Riverside Community College District (RCCD) has received additional funding from The Community Foundation as a result of an award from the James Irving Foundation to support local planning efforts for improving access and retention of college students in Western Riverside County. RCCD will receive funding in the amount of \$23,800 for an eight month period beginning November 10, 2004 through June 1, 2005. The funds will be used to pay for personnel, supplies, and conferences that support meeting the goal of improving instruction offered to students between the ages of 18 and 24 in Western Riverside County who are enrolled in pre-collegiate mathematics and English language arts courses.

<u>Recommended Action:</u> It is recommended that the Board of Trustees approve adding the additional revenue and expenditures of \$23,800 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella Chancellor

Prepared by: Irving G. Hendrick

Dean, School of Education

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 18-04/05

The Community Foundation Grant – Planning to Improve Access and Retention

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$ 23,800 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on February 22, 2005.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT INCOME & EXPENDITURES - BUDGET AMENDMENT Resolution No. 18-04/05

The Community Foundation Grant - Planning to Improve Access and Retention

Year	County	District	Date	Fund
05	33	07	02/22/05	12

FUND	SCHOOL	RESOURCE	PY	GOAL	FUNC	OBJECT	AMOUNT		Object Code Description
12	000	1190	0	0000	0320	8820	23,800	00	REVENUE
									EXPENDITURES
12	AJF	1190	0	6017	9320	1219	17,030	00	Academic Other Non Instructional
12	AJF	1190	0	6017	9320	3130	1,405	00	Employee Benefits
12	AJF	1190	0	6017	9320	3335	247	00	
12	AJF	1190	0	6017	9320	3430	1,621	00	
12	AJF	1190	0	6017	9320	3530	111	00	
12	AJF	1190	0	6017	9320	3630	184	00	\bigvee
12	AJF	1190	0	6017	9320	4590	759	00	Office & Other Supplies
12	AJF	1190	0	6017	9320	5210	400	00	Mileage
12	AJF	1190	0	6017	9320	5220	1,350	00	Conferences
12	AJF	1190	0	6017	9320	5910	693	00	Indirect Charges
						_	23,800	00	TOTAL INCOME
							23,800		TOTAL EXPENDITURES

Report No: IV-A-4-b-4 Date: February 22, 2005

Subject: Resolution to Amend Budget – Resolution No. 19-04/05

2004-2005 Disabled Student Programs and Services

<u>Background</u>: The Riverside Community College District has received additional funding for the 2004-2005 Disabled Student Programs & Services in the amount of \$186,194 from the California Community Colleges Chancellor's Office. The funds will be used to provide equipment, salaries, conferences, and other services

<u>Recommended Action:</u> It is recommended that the Board of Trustees approve adding revenue and expenditures of \$186,194 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella Chancellor

Prepared by: Paula McCroskey

Dean, Disabled Student Programs & Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 19-04/05

2004-2005 Disabled Student Programs & Services

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$186,194 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution
adopted by the governing board at
a regular meeting on February 22, 2005.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT INCOME & EXPENDITURES - BUDGET AMENDMENT Resolution No. 19-04/05 2004-2005 Disabled Student Programs and Services

Year	County	District	Date	Fund
05	33	07	2/22/2005	12

FUND	SCHOOL	RESOURCE	PY	GOAL	FUNC	OBJECT	AMOUNT		Object Code Description		
12	000	1190	0	0000	0180	8621	186,194	00	REVENUE		
									EXPENDITURES		
12	AZP	1190	0	6420	0180	1439	5,472	00	Academic Hrly		
12	AZP	1190	0	6420	0180	2119	28,272	00	Cla Sal Full Time		
12	AZP	1190	0	8080	0180	2220	17,000	00	Instructional Aide PPT		
12	AZP	1190	0	6420	0180	3220	4,505	00	Employee Benefits		
12	AZP	1190	0	6420	0180	3310	1,054				
12	AZP	1190	0	6420	0180	3320	1,753				
12	AZP	1190	0	6420	0180	3325	656				
12	AZP	1190	0	6420	0180	3520	136				
12	AZP	1190	0	6420	0180	3620	490				
12	AZP	1190	0	6420	0180	3420	11,989		V		
12	AZP	1190	0	6420	0180	4590	10,000	00	Other Supplies		
12	AZP	1190	0	6420	0180	5210	700	00	Mileage		
12	AZP	1190	0	6420	0180	5220	5,000	00	Conferences		
12	AZP	1190	0	6420	0180	6481	17,031	00	Equipment		
12	DZP	1190	0	6420	0180	2139	21,000	00	Classifed Hrly		
12	DZP	1190	0	8080	0180	2230	25,000	00	Instructional Aide Hrly		
12	EZP	1190	0	6420	0180	1439	5,868	00	Academic Hrly		
12	EZP	1190	0	8080	0180	2230	7,300	00	Instructional Aide Hrly		
12	EZP	1190	0	6420	0180	4590	500	00	Other Supplies		
12	EZP	1190	0	6420	0180	5210	100	00	Mileage		
12	FZP	1190	0	6420	0180	1439	1,368	00	Academic Hrly		
12	FZP	1190	0	6420	0180	2139	500	00	Classified Hrly		
12	FZP	1190	0	49302	0180	2220	6,000	00	Instructional Aide PPT		
12	FZP	1190	0	8080	0180	2230	14,000	00	Instructional Aide Hrly		
12	FZP	1190	0	6420	0180	4590	500	00	Other Supplies		
							186,194	00	TOTAL INCOME		
							186,194	00	TOTAL EXPENDITURES		

Report No: IV-A-4-b-5 Date: February 22, 2005

Subject: Resolution to Amend Budget – Resolution No. 20-04/05

Industry Driven Regional Collaborative/California Alliance for Digital

Manufacturing (IDRC/CADM)

Background: The Riverside Community College District (RCCD) is subcontracting with the Santa Clarita Community College District (SCCCD) to implement an Industry Driven Regional Collaborative (IDRC) Economic and Workforce Development grant, "California Alliance for Digital Manufacturing" (CADM), from the California Community Colleges Chancellor's Office. RCCD's Center for Applied Competitive Technologies (CACT) will be implementing provisions of the CADM in Riverside and San Bernardino Counties. RCCD will receive total funding in the amount of \$144,231 over a twenty month period beginning November 9, 2004 through June 30, 2006. The first year budget of \$91,786 presented here will be used to acquire state-of-the-art equipment and to provide specialized new courses, upgrade and enhance current courses, and work toward certificate and degree programs. The subcontract between RCCD and SCCCD was discussed at the Academic Affairs and Student Services Committee meeting on February 7, 2005.

Recommended Action: Contingent upon the Board of Trustee's approval of Board Report No. V-A-2, presented later in this agenda, it is recommended that the Board of Trustees approve adding additional revenue and expenditures of \$91,786 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella Chancellor

Prepared by: Henry Rogers, Director

Center for Applied Competitive Technologies

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 20-04/05

Industry Driven Regional Collaborative/California Alliance for Digital Manufacturing (IDRC/CADM)

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$91,786 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 pages.

This is an exact copy of the resolution
adopted by the governing board at
a regular meeting on February 22, 2005.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 20-04/05

Industry Driven Regional Collaborative/California Alliance for Digital Manufacturing (IDRC/CADM)

Year	County	District	Date	Fund
05	33	07	2/22/2005	12

FUND	SCHOOL	RESOURCE	PY	GOAL	FUNC	OBJECT	AMOUNT		Object Code Description		
12	000	1190	0	0000	0137	8659	91,786	00	REVENUE		
									EXPENDITURES		
12	AXD	1190	0	7010	0137	2118	5,319	00	FT Admin		
12	AXD	1190	0	7010	0137	2119	8,935	00	FT Class		
12	AXD	1190	0	7010	0137	3220	136	00	Employee Benefits		
12	AXD	1190	0	7010	0137	3320	884	00			
12	AXD	1190	0	7010	0137	3325	207	00			
12	AXD	1190	0	7010	0137	3420	2,500	00			
12	AXD	1190	0	7010	0137	3520	93	00			
12	AXD	1190	0	7010	0137	3620	154	00	\downarrow		
12	AXD	1190	0	7010	0137	4590	800	00	Supplies		
12	AXD	1190	0	7010	0137	4555	1,190	00	Printing/Copying		
12	AXD	1190	0	7010	0137	5045	400	00	Postage		
12	AXD	1190	0	7010	0137	5220	2,200	00	Travel		
12	AXD	1190	0	7010	0137	5890	11,000	00	Other Services		
12	AXD	1190	0	7010	0137	6482	57,968	00	Equipment		
							91,786	00	TOTAL INCOME		
							91,786		TOTAL EXPENDITURES		

Report No: IV-A-4-c Date: February 22, 2005

Subject: Contingency Budget Adjustments

Program Account Amount

1. Transfer to provide additional equipment for the Martin Luther King High Technology Center remodel project. (Fund 41, Resource 4160)

From: GO Bond Capital Projects Contingency \$ 1,252,000

To: Library, Riverside MLK High Technology Center \$ 1,252,000

2. Transfer to provide for construction and other development costs related to Phase II of the Riverside Campus Parking Structure Project. (Fund 41, Resource 4160)

From: GO Bond Capital Projects Contingency \$18,156,181

To: Facilities, Riverside Parking Structure, Phase II \$18,156,181

3. Transfer to provide for change orders related to the MLK Roofing Project. (Fund 41, Resource 4160)

From: GO Bond Capital Project Contingency \$ 17,125

To: Facilities, Riverside MLK Roofing Project \$ 17,125

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

Salvatore G. Rotella Chancellor

Prepared by: Aaron S. Brown

Associate Vice Chancellor, Finance

Report No. IV-A-5-a Date: February 22, 2005

<u>Subject</u>: Award of Bid – Mobile Bleachers and Performance Platform,

Riverside City Campus

<u>Background:</u> On February 9, 2005, bids were received from three vendors in response to the Invitation to Bid for the four (4) Mobile Bleachers and one (1) Performance Platform for the PE Complex. The results were as follows:

Vendor	Mobile Bleachers	Performance Platform	Total Bid
Play Pro	202,605	79,420	282,025
Ginocchio's, Inc.	187,027	74,356	261,383
Century Industries	176,549	72,754	249,303

Based upon review and satisfactory reference checks, District staff recommends awarding the "total bid" amount of \$249,303 to Century Industries located in Sellersburg, Indiana. The company has over 20 years of experience in the design and manufacture of mobile outdoor special event facilities. Its products include mobile performance platforms, bleachers, concessions, expanding side mobile trailers and built-in hydraulic actuation systems which allow one person to set up a product in 20 minutes. Company references included school districts, colleges, universities and governmental agencies.

Funding will come from Fund 41, Resource 4160.

Recommended Action: It is recommended that the Board of Trustees award the bid for the Mobile Bleachers and Performance Platform to Century Industries in the amount of \$249,303 and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella Chancellor

Prepared by: Doretta Sowell

Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION

Report No.: IV-A-6 Date: February 22, 2005

Subject: Donations

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

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

Salvatore G. Rotella Chancellor

Prepared by: Amy C. Cardullo

Director, RCC Foundation and Alumni Affairs

Backup IV-A-6 Page 1 of 1 February 22, 2005

Ms. Karen Brown

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

<u>Contributed to the Disabled Student Services Department</u>
44 books on tape, 27 books on DVD, 4 VHS videos

Ms. Kathleen Daley
P.O. Box 20065

Riverside, CA 92506

Estimated Value: \$750

<u>Contributed to the Riverside School For The Arts</u>
Gateway E4200 Computer Pentium III processor, software, Dr. Carolyn Qui

Gateway E4200 Computer Pentium III processor, software, Dr. Carolyn Quin monitor, cables, speakers, subwoofer and mouse 611 S. Palm Canyon Dr.,

#7316

Estimated Value: \$500 Palm Springs, CA 92264

Contributed to the Moreno Valley Campus

W.B. Brinkerhoff Piano Company (Michigan) upright grand 7575 Escondido Avenue

piano and desk Hesperia, CA 92345

Estimated Value: \$3,500

Contributed in 2004 to the Performing Arts Department Dr. Carolyn Quin

One 18.2 cubic feet Frigidaire Refrigerator 611 S. Palm Canyon Dr.,

#7316

Estimated Value: \$400 Palm Springs, CA 92264

RIVERSIDE COMMUNITY COLLEGE DISTRICT CHANCELLOR'S OFFICE

Report No.: IV-A-7 Date: February 22, 2005

Subject: Out-of-State Travel

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

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

- 1) Ms. Lorraine Anderson, district dean, admissions and records, to travel to Washington, D.C., March 13-16, 2005, to attend the Datatel Users' Group National Conference and Expo. Estimated cost: \$1,870.39. Funding source: the general fund.
- 2) Ms. Shelagh Camak, dean, workforce preparation, to travel to Arlington, Virginia, April 5-9, 2005, to attend the Women Work! On the Move 2005 National Conference. Estimated cost: \$1,594.19. Funding source: the Temporary Assistance for Needy Families grant funds.
- 3) At the meeting of January 25, 2005, the Board approved out-of-state travel for Mr. Jose Duran, associate professor, math, science and information systems, to travel to Lake Buena Vista, Florida, March 16-18, 2005, to attend the Course Technology Conference 2005 Updating Software/Hardware Skills. There is no cost to the District. The dates of travel changed to March 15-19, 2005.
- 4) Mr. Nathaniel Finney, application support technician, admissions and records, to travel to Washington, D.C., March 12-16, 2005, to attend the Datatel Users' Group National Conference and Expo. Estimated cost: \$2,021.99. Funding source: the general fund.
- At the meeting of December 14, 2005, the Board approved out-of-state travel for Ms. Dina Humble, assistant professor, music, and Mr. Peter Curtis, performing arts, 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. However, due to the Tsunami that occurred in that region, the trip has changed as follows: Ms. Humble will travel April 9-16, 2005, accompanying 14 student members of the RCC Vocal Jazz Ensemble. Estimated cost: \$16,095.86. Funding sources: \$5,500.00 from the general fund, and \$10,595.86 to be paid by the students.
- Ms. Wilma LaCava, associate professor, nursing education programs, to travel to Salt Lake City, Utah, April 6-10, 2005, to accompany students attending the National Student Nurses Association Conference. Estimated cost: \$1,089.77. Funding source: Vocational Technical Education Act grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT CHANCELLOR'S OFFICE

Report No.: IV-A-7 Date: February 22, 2005

Subject: Out-of-State Travel

7) Mr. Dwight Lomayesva, associate professor, history, to travel to Portland, Oregon, February 16-20, 2005, to attend the National Education Association Minority Leadership Training Seminar and Pacific Regional Leadership Conference. There is no cost to the District.

- 8) Ms. Rosella Marilao, associate vice chancellor, to travel to Little Rock, Arkansas, April 24-27, 2005, to attend the Southwest Regional Conference College and University Professional Association for Human Resources. Estimated cost: \$1,503.39. Funding source: the general fund.
- 9) Mr. Michael McQuead, associate professor, computer information systems, to travel to Lake Buena Vista, Florida, March 15-19, 2005, to attend the Course Technology Conference 2005 Updating Software/Hardware Skills. There is no cost to the District.
- 10) Mr. David Mills, instructor, English, to travel to Albuquerque, New Mexico, March 8-11, 2005, to attend the National Association of Developmental Education Conference. Estimated cost: \$1,472.00. Funding source: Title V grant funds.
- Dr. Chris Nollette, emergency medical services instructor/paramedic program director, to travel to Dallas, Texas, April 5-8, 2005, to attend the American Heart Association Spring Meeting. Estimated cost: \$19.10 for mileage. No other costs to the District. Funding source: the general fund.
- 12) Dr. Chris Nollette, emergency medical services instructor/paramedic program director, to travel to Ellensburg, Washington, April 21-22, 2005, to attend the Commission on Accreditation of Allied Health Education Programs. There is no cost to the District.
- At the meeting of January 25, 2005, the Board approved out-of-state travel for Chancellor Salvatore Rotella to travel to New York City, New York, March 16-22, 2005, to attend the National Conference on Collective Bargaining. Estimated cost: \$1,185.00. Funding source: the general fund. The dates of travel have changed to March 16-23, 2005.
- 14) Chancellor Salvatore Rotella to travel to Boston, Massachusetts, April 8-12, 2005, to attend the American Association of Community Colleges 85th Annual Convention. Estimated cost: \$1,695.00. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT CHANCELLOR'S OFFICE

Report No.: IV-A-7 Date: February 22, 2005

Subject: Out-of-State Travel

Ms. Karin Skiba, associate professor, art, to travel to New York City, New York, March 17-19, 2005, to attend The Future of Academic Work and Collective Bargaining Conference. Estimated cost: \$1,430.00. Funding sources: \$400.00 from the general fund, and \$1,030.00 to be paid by the California Teachers' Association funds.

- Ms. Sylvia Thomas, associate vice president, instruction, to travel to San Antonio, Texas, May 4-7, 2005, to attend the International Reading Association's 50th Annual Convention. Estimated cost: 1,146.20. Funding source: the general fund.
- 17) Mr. Robert Truex, director, procurement assistance center, to travel to Nashville, Tennessee, April 2-8, 2005, to attend the Association of Procurement Technical Assistance Centers Annual Training Conference and Board Meeting. Estimated cost: \$1,849.58. Funding source: Procurement Assistance Center grant funds.
- At the meeting of December 14, 2004, the Board approved out-of-state travel for Mr. Jeffrey Williamson, interim statewide 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. The days of travel changed to January 12-15, 2005.

Salvatore G. Rotella Chancellor

Prepared by: Michelle Haeckel

Administrative Secretary III

Report No. IV-A-9-a Date: February 22, 2005

Subject: Surplus Property

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

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

Salvatore G. Rotella Chancellor

Prepared by: Francisco Castro

Capital Asset Inventory Technician

QUANTITY	BRAND	DESCRIPTION	MODEL#	SERIAL#	ASSET TAG #
16		CHAIRS			
1	SHARP	COPIER	SF2022	56617718	007861
1	XEROX	COPIER	XD120F	051574	024173
1	GATEWAY	CPU	P5-120	0006067050	009342
1	GATEWAY	CPU	E4200	0018394350	014525
1	GATEWAY	CPU	E3200	0001792359	012962
1	GATEWAY	CPU	E4200	0025873015	009511
1	GATEWAY	CPU	E4200	0025485508	011958
1	GATEWAY	CPU	E4200	0025495057	011722
1	GATEWAY	CPU	E4200	0025588209	011340
1	GATEWAY	CPU	E4200	0025439280	011341
1	GATEWAY	CPU	E4200	0024539781	010568
1	GATEWAY	CPU	E4200	0024537753	011333
1	GATEWAY	CPU	E4200	0025537923	011131
1	GATEWAY	CPU	E4200	0025439845	012189
1	GATEWAY	CPU	E4200	0025486923	010237
1	GATEWAY	CPU	E4200	0025468926	011980
1	GATEWAY	CPU	E4200	0026524660	010268
1	GATEWAY	CPU	E4200	0026438512	013206
1	GATEWAY	CPU	E4200	0026485201	013210
1	GATEWAY	CPU	E4200	0026525420	010325
1	GATEWAY	CPU	E4200	0026525528	011113
1	GATEWAY	CPU	E4200	0026525627	014315
1	GATEWAY	CPU	E4200	0026426594	010263
1	GATEWAY	CPU	E4200	0125456623	010203
1	GATEWAY	CPU	E4200	0125457820	012103
1	GATEWAY	CPU	VIVITRON	0015852722	014433
1	DEVOTEC	GRAPHIC MACHINE	DEVOTEC20	910090248	020970
13	LAERDAL		DEVOTEC20	910090246	
_	+	MANNEQUINS	50000	15012D057957	010625
1	GATEWAY	MONITOR	500CS	15013B057857	010635
1	GATEWAY	MONITOR	VIVITRON	002548507	009224
1	POWERCOMP	MONITOR	1592MC	VB2512	013036
1	APPLE	MONITOR	COLOR 5C	MC0129213	007786
1	HITACHI	MONITOR	21/80	G5G000798	012598
1	APPLE	MONITOR	POWER MAC2	MC0129213	007779
1	APPLE	MONITOR	POWER MAC2	MC0128525	011238
1	APPLE	MONITOR	POWER MAC2	MC0125801	007781
1	APPLE	MONITOR	POWER MAC2	MC0125920	008020
1	APPLE	MONITOR	POWER MAC2	MC0125854	007777
1	APPLE	MONITOR	POWER MAC2	MC0125751	007780
1	GATEWAY	MONITOR	VIVITRON	005478589	008292
1	GATEWAY	MONITOR	E4200	0125487890	011079
1	TECH-CORP	MONITOR	1566MCLR	21548CX98	025952
1	GATEWAY	MONITOR	VX720	7002201	012572
1	GATEWAY	MONITOR	EV900	MH63H8004088	012814
1	HP	PRINTER	810C	SG9301W22Z	021721
1	HP	PRINTER	810C	SG9301W29Z	007822
1	HP	PRINTING	935C	MX0921D227	017365
1	HP	PRINTING	935C	MX06S1F05S	017364
1	RYOBI	PRINTING MACHINE	2800CD	14108	020372
1	RYOBI	PRINTING MACHINE	2800CD	15293	020374
1	BOXLIGHT	PROJECTOR	ROVOLUTION2	SBW258	020693

QUANTITY	BRAND	DESCRIPTION	MODEL#	SERIAL#	ASSET TAG #
1	AGFA	RAPPLINE	RAPPLINE	36697	020968
1	MICROTEK	SCANNER	V6USL	93S3015701	020568
1		SHELF			
1	XEROX	TYPEWRITER	6015	104301	001569
1	1 KYOTO TYPEWRITER		PL-1530	90010-1530	000734

Report No. IV-B-1 Date: February 22, 2005

Subject: Monthly Financial Report

<u>Background</u>: The Financial Report provides summary financial information, by Resource, for the period July 1, 2004 through January 31, 2005. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

General Funds	<u>Page</u>
Resource 1000 – General Operating	1
Resource 1050 – Parking	2 3
Resource 1070 – Student Health Services	3
Resource 1080 – Community Education	4
Resource 1090 – Performance Riverside	5
Resource 1110 – Contractor-Operated Bookstore	6
Resource 1170 – Customized Solutions	7
Resource 1180 – Redevelopment Pass-Through	8
Resource 1190 – Grants and Categorical Programs	9
Special Revenue Funds	
Resource 3200 – Food Services	10
Resource 3300 – Child Care	11
Capital Projects Funds	
Resource 4100 – State Construction & Scheduled Maintenance	12
Resource 4110 – Child Development Center Capital	13
Resource 4120 – Non-State Funded Capital Outlay Projects	14
Resource 4130 – La Sierra Capital	15
Resource 4140 – Digital Library / Learning Resource Center	16
Resource 4150 – Self-Funded Equipment and Facility Projects	17
Resource 4160 – General Obligation Bond Funded Capital Outlay Projects	18
Internal Service Funds	
Resource 6100 – Health and Liability Self-Insurance	19
Resource 6110 – Workers Compensation Self-Insurance	20
Expendable Trust and Agency Funds	
Associated Students of RCC	21
Student Financial Aid	22
RCCD Development Corporation	23

Report No. IV-B-1 Date: February 22, 2005

Subject: Monthly Financial Report (cont'd)

<u>Information Only</u>: Attached for the Board's information is the Monthly Financial Report for the period ended January 31, 2005.

Salvatore G. Rotella Chancellor

Prepared by: Aaron S. Brown

Associate Vice Chancellor, Finance

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

Fund 11, Resource 1000 - General Operating - Unrestricted

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	· ·	Year to Date Activity
Revenue	\$ 90,995,537	\$ 102,502,894	\$ 102,502,894	\$	55,343,758
Intrafund Transfer from District Bookstore (Resource 1110) Interfund Transfer from	410,000	510,000	510,000		255,000
Self-Funded Equipment and Facility Projects (Resource 4150) General Obligation Bond Funded	1,716,899	983,860	983,860		491,930
Capital Outlay (Resource 4160)	746,127	0	0		0
Total Revenues	\$ 93,868,563	\$ 103,996,754	\$ 103,996,754	\$	56,090,688
Expenditures					
Academic Salaries	\$ 43,635,772	\$ 47,238,166	\$ 46,963,940	\$	24,654,520
Classified Salaries	19,605,799	22,313,577	22,249,865		11,550,865
Employee Benefits	15,685,131	18,854,101	19,062,539		9,100,470
Materials & Supplies	1,246,817	1,899,402	1,923,156		852,509
Services	8,448,385	11,124,193	11,182,019		5,049,507
Capital Outlay	913,980	1,091,128	1,139,048		660,384
Debt Service	1,373,447	0	0		000,504
Intrafund Transfers to:	1,373,447	O	O		O
DSP&S Program (Resource 1190)	610,740	665,157	665,157		332,578
Customized Solutions (Resource 1170)	171,390	173,470	173,470		86,736
EOPS (Resource 1190)	171,390	30,000	30,000		15,000
,	-	,	*		,
PASS (Resource 1190)	113,462	0	0		0
Federal Work Study (Resource 1190)	97,652	130,068	130,068		76,214
Cal Works (Resource 1190)	100,918	0	0		0
Matriculation (Resource 1190)	273,213	273,213	273,213		136,606
CITD (Resource 1190)	0	17,500	17,500		8,750
Charter School (Resource 1190)	0	40,229	40,229		40,229
Instr. Equipment Match (Resource 1190)	0	656,782	656,782		328,992
Performance Riverside (Resource 1090)	193,257	193,257	193,257		96,628
Interfund Transfer to:					
Resource 3300	0	320,000	320,000		160,000
Resource 6100	0	500,000	500,000		500,000
Total Expenditures	\$ 92,469,963	\$ 105,520,243	\$ 105,520,243	\$	53,649,988
Revenues Over (Under) Expenditures	\$ 1,398,600	\$ (1,523,489)	\$ (1,523,489)	\$	2,440,700
Beginning Fund Balance	6,285,492	7,684,092	7,684,092		7,684,092
Ending Fund Balance	\$ 7,684,092	\$ 6,160,603	\$ 6,160,603	\$	10,124,792
Ending Cash Balance				\$	13,107,538

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

Fund 12, Resource 1050 - Parking

	Prior Year Actuals 7-1-03 to 6-30-04		Adopted Budget		 Revised Budget	Year to Date Activity	
Revenue	\$	1,807,126	\$	1,852,246	\$ 1,852,246	\$	1,126,440
Interfund Transfer from							
General Obligation Bond Funded							
Capital Outlay (Resource 4160)		127,279		0	 0		0
Total Revenue	\$	1,934,405	\$	1,852,246	\$ 1,852,246	\$	1,126,440
Expenditures							
Classified Salaries	\$	802,839	\$	1,088,931	\$ 1,088,931	\$	599,811
Employee Benefits		235,253		338,119	338,119		147,944
Materials & Supplies		46,015		47,711	47,711		21,039
Services		198,681		215,407	215,407		114,616
Capital Outlay		44,042		93,629	161,301		18,037
Debt Service		238,999		0	 0		0
Total Expenditures	\$	1,565,829	\$	1,783,797	\$ 1,851,469	\$	901,447
Revenues Over (Under) Expenditures	\$	368,576	\$	68,449	\$ 777	\$	224,993
Beginning Fund Balance		415,503		784,079	 784,079		784,079
Ending Fund Balance	\$	784,079	\$	852,528	\$ 784,856	\$	1,009,072
Ending Cash Balance						\$	881,433

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

Fund 12, Resource 1070 - Student Health Services

	rior Year Actuals 03 to 6-30-04	Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$ 508,848	\$ 582,194	\$	582,194	\$	308,764	
Expenditures							
Academic Salaries	\$ 107,186	\$ 111,371	\$	111,371	\$	61,023	
Classified Salaries	201,136	235,757		235,757		116,335	
Employee Benefits	43,703	61,079		61,079		21,770	
Materials & Supplies	19,799	91,165		91,165		13,643	
Services	72,068	83,511		83,511		55,100	
Capital Outlay	 972	 1,000		1,000		0	
Total Expenditures	\$ 444,864	\$ 583,883	\$	583,883	\$	267,872	
Revenues Over (Under) Expenditures	\$ 63,984	\$ (1,689)	\$	(1,689)	\$	40,892	
Beginning Fund Balance	 269,104	 333,088		333,088		333,088	
Ending Fund Balance	\$ 333,088	\$ 331,399	\$	331,399	\$	373,980	
Ending Cash Balance					\$	373,883	

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

Fund 11, Resource 1080 - Community Education

	rior Year Actuals 03 to 6-30-04	Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$ 787,162	\$ 919,530	\$	919,530	\$	687,332	
Expenditures							
Academic Salaries Classified Salaries Employee Benefits Materials & Supplies Services Capital Outlay	\$ 5,241 337,381 60,605 10,578 332,265 1,500	\$ 5,539 359,396 71,091 14,247 403,822 800	\$	5,539 359,396 71,091 12,247 405,822 800	\$	3,231 203,491 27,607 5,682 258,407	
Total Expenditures	\$ 747,570	\$ 854,895	\$	854,895	\$	498,418	
Revenues Over (Under) Expenditures	\$ 39,592	\$ 64,635	\$	64,635	\$	188,914	
Beginning Fund Balance	 (24,043)	 15,549		15,549		15,549	
Ending Fund Balance	\$ 15,549	\$ 80,184	\$	80,184	\$	204,463	
Ending Cash Balance					\$	204,463	

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

Fund 11, Resource 1090 - Performance Riverside

	Prior Year Actuals 7-1-03 to 6-30-04		Adopted Budget		Revised Budget		Year to Date Activity	
Revenue Intrafund Transfer from	\$	716,748	\$	683,682	\$	683,682	\$	513,496
General Operating (Resource 1000)		193,257		193,257		193,257		96,628
Total Revenues	\$	910,005	\$	876,939	\$	876,939	\$	610,124
Expenditures								
Classified Salaries	\$	313,925	\$	269,380	\$	269,380	\$	149,932
Employee Benefits		91,883		76,665		76,665		33,401
Materials & Supplies		29,492		34,745		35,785		13,865
Services		441,689		494,151		493,111		312,630
Total Expenditures	\$	876,989	\$	874,941	\$	874,941	\$	509,828
Revenues Over (Under) Expenditures	\$	33,016	\$	1,998		1,998	\$	100,296
Beginning Fund Balance		(565,676)		(532,660)		(532,660)		(532,660)
Ending Fund Balance	\$	(532,660)	\$	(530,662)	\$	(530,662)	\$	(432,364)
Ending Cash Balance							\$	(432,364)

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

Fund 11, Resource 1110 - Contractor-Operated Bookstore

	rior Year Actuals 3 to 6-30-04	Adopted Budget	Revised Budget		Year to Date Activity	
Revenue Interfund Transfer from General Obligation Bond Funded	\$ 829,111	\$ 791,658	\$	791,658	\$	572,584
Capital Outlay (Resource 4160)	 53,804	 0		0		0
Total Revenue	\$ 882,915	\$ 791,658	\$	791,658	\$	572,584
Expenditures						
Classified Salaries Employee Benefits	\$ 24,497 11,634	\$ 4,541 522	\$	4,541 522	\$	4,541 521
Services Debt Service Interfund Transfer to	23,863 102,497	25,619 0		25,619 0		14,881 0
Food Services (Resource 3200) Intrafund Transfer to	226,930	326,930		372,594		163,465
General Operating (Resource 1000)	 410,000	 510,000		510,000		255,000
Total Expenditures	\$ 799,421	\$ 867,612	\$	913,276	\$	438,408
Revenues Over (Under) Expenditures	\$ 83,494	\$ (75,954)	\$	(121,618)	\$	134,176
Beginning Fund Balance	 38,124	121,618		121,618		121,618
Ending Fund Balance	\$ 121,618	\$ 45,664	\$	0	\$	255,794
Ending Cash Balance					\$	201,990

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

Fund 11, Resource 1170 - Customized Solutions

	Prior Year Actuals 03 to 6-30-04			Revised Budget	Year to Date Activity	
Revenue Intrafund Transfer from	\$ 272,878	\$ 563,038	\$	763,038	\$	99,569
General Operating (Resource 1000)	 171,390	 173,470		173,470		86,736
Total Revenue	\$ 444,268	\$ 736,508	\$	936,508	\$	186,305
Expenditures						
Academic Salaries Classified Salaries Employee Benefits Materials & Supplies Services Capital Outlay	\$ 11,114 119,679 44,971 9,067 120,113	\$ 35,544 128,827 50,180 30,167 205,190 574	\$	49,588 132,827 51,736 40,667 375,090 574	\$	414 75,308 20,667 5,195 40,492 573
Total Expenditures	\$ 304,944	\$ 450,482	\$	650,482	\$	142,650
Revenues Over (Under) Expenditures	\$ 139,324	\$ 286,026	\$	286,026	\$	43,655
Beginning Fund Balance	 (166,368)	 (27,044)		(27,044)		(27,044)
Ending Fund Balance	\$ (27,044)	\$ 258,982	\$	258,982	\$	16,611
Ending Cash Balance					\$	11,865

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

Fund 12, Resource 1180 - Redevelopment Pass-Through

	I	Prior Year					
		Actuals	Adopted		Revised	Year to Date	
	7-1-	03 to 6-30-04	Budget		Budget		Activity
Revenue Interfund Transfer from General Obligation	\$	499,839	\$ 526,106	\$	526,106	\$	102,754
Bond Fund Projects (Resource 4160)		95,553	0		0		0
Total Revenues	\$	595,392	\$ 526,106	\$	526,106	\$	102,754
Expenditures							
Services	\$	96,454	\$ 151,900	\$	151,900	\$	80,047
Capital Outlay		286,882	 286,658		286,658		167,217
Total Expenditures	\$	383,336	\$ 438,558	\$	438,558	\$	247,264
Revenues Over (Under) Expenditures	\$	212,056	\$ 87,548	\$	87,548	\$	(144,510)
Beginning Fund Balance		1,439,767	 1,651,823		1,651,823		1,651,823
Ending Fund Balance	\$	1,651,823	\$ 1,739,371	\$	1,739,371	\$	1,507,313
Ending Cash Balance						\$	1,411,761

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

Fund 12, Resource 1190 - Grants and Categorical Programs

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget			Revised Budget	Y	ear to Date Activity
Revenue	\$ 12,459,168	\$	17,791,991	\$	18,355,308	\$	5,796,515
Interfund Transfer from Self Funded Equip.							
and Facilities Projects (Resource 4150)							
For Instructional Equipment Match	163,506		0		0		0
Intrafund Transfers from							
General Operating (Resource 1000)							
For DSP&S	610,740		665,157		665,157		332,578
For Cal Works	100,918		0		0		0
For EOPS	0		30,000		30,000		15,000
For PASS	113,462		0		0		0
For Federal Work Study	97,652		130,068		130,068		76,214
For Matriculation	273,213		273,213		273,213		136,606
For Gateway to College	0		40,229		40,229		40,229
For Instructional Equipment	0		656,782		656,782		340,065
For CITD	0		17,500		17,500		8,750
Total Revenues	\$ 13,818,659	\$	19,604,940	\$	20,168,257	\$	6,745,958
Expenditures							
Academic Salaries	\$ 2,864,272	\$	3,640,921	\$	3,803,002	\$	1,725,065
Classified Salaries	3,583,988		4,456,829		4,619,392		2,515,378
Employee Benefits	1,812,732		2,239,410		2,314,916		897,205
Materials & Supplies	943,376		1,083,500		1,188,281		332,368
Services	2,387,370		4,540,071		4,568,812		1,432,237
Capital Outlay	1,904,672		3,161,863		3,177,815		990,740
Scholarships	65,822		255,146		255,146		44,944
Student Grants (Financial,							
Book, Meal, Transportation)	256,427		227,200	_	240,893		105,263
Total Expenditures	\$ 13,818,659	\$	19,604,940	\$	20,168,257	\$	8,043,201
Revenues Over (Under) Expenditures	\$ 0	\$	0	\$	0	\$	(1,297,243)
Beginning Fund Balance	0		0		0		0
Ending Fund Balance	\$ 0	\$	0	\$	0	\$	(1,297,243)
Ending Cash Balance						\$	(1,878,789)

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

Fund 32, Resource 3200 - Food Services

		Prior Year Actuals 03 to 6-30-04		Adopted Budget		Revised Budget		Year to Date Activity	
Revenue	\$	1,328,533	\$	1,351,058	\$	1,351,058	\$	705,668	
Interfund Transfers from	Ψ	1,520,555	Ψ	1,551,050	Ψ	1,551,050	Ψ	703,000	
Contractor-Operated									
Bookstore (Resource 1110)		226,930		326,930		326,930		163,465	
Total Revenues	\$	1,555,463	\$	1,677,988	\$	1,677,988	\$	869,133	
Expenditures									
Classified Salaries	\$	526,861	\$	565,719	\$	565,719	\$	279,414	
Employee Benefits		175,001		213,400		213,400		72,269	
Materials & Supplies		733,915		756,831		756,831		367,636	
Services		82,860		130,419		130,419		47,664	
Capital Outlay		9,832		10,000		10,000		2,505	
Total Expenditures	\$	1,528,469	\$	1,676,369	\$	1,676,369	\$	769,488	
Revenues Over (Under) Expenditures	\$	26,994	\$	1,619	\$	1,619	\$	99,645	
Beginning Fund Balance		225,540		252,534		252,534		252,534	
Ending Fund Balance	\$	252,534	\$	254,153	\$	254,153	\$	352,179	
Ending Cash Balance							\$	315,235	

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

Fund 33, Resource 3300 - Child Care

	rior Year Actuals 3 to 6-30-04	 Adopted Budget	 Revised Budget	ear to Date Activity
Revenues Interfund Transfer from	\$ 748,380	\$ 815,926	\$ 815,926	\$ 266,459
General Operating (Resource 1000)	 0	 320,000	 320,000	 160,000
Total Revenues	\$ 748,380	\$ 1,135,926	\$ 1,135,926	\$ 426,459
Expenditures				
Academic Salaries Classified Salaries Employee Benefits Materials & Supplies Services	\$ 488,769 61,202 110,306 24,202 28,756	\$ 684,600 124,710 180,797 55,396 55,704	\$ 676,600 132,710 180,797 55,396 55,704	\$ 311,481 59,120 57,177 12,571 15,611
Total Expenditures	\$ 713,235	\$ 1,101,207	\$ 1,101,207	\$ 455,960
Revenues Over (Under) Expenditures	\$ 35,145	\$ 34,719	\$ 34,719	\$ (29,501)
Beginning Fund Balance	 (36,600)	 (1,455)	 (1,455)	 (1,455)
Ending Fund Balance	\$ (1,455)	\$ 33,264	\$ 33,264	\$ (30,956)
Ending Cash Balance				\$ 15,637

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

Fund 41, Resource 4100 - State Construction & Scheduled Maintenance

]	Prior Year						
		Actuals		Adopted		Revised	Year to Date Activity	
	7-1-	03 to 6-30-04		Budget		Budget		
Revenues Intrafund Transfer from General Obligation	\$	5,526,941	\$	6,274,694	\$	6,274,694	\$	1,098,680
Bond Funded Projects (Resource 4160)		0		322,000		322,000		322,000
Total Revenues	\$	5,526,941	\$	6,596,694	\$	6,596,694	\$	1,420,680
Expenditures Materials & Supplies Services Capital Outlay	\$	0 0 5,579,893	\$	70,000 504,656 6,163,679	\$	75,000 91,056 6,572,279	\$	38,752 11,225 2,851,742
Total Expenditures Revenues Over (Under) Expenditures	\$	5,579,893 (52,952)	<u>\$</u> \$	6,738,335 (141,641)	<u>\$</u> \$	6,738,335	<u>\$</u> \$	2,901,719 (1,481,039)
Beginning Fund Balance		193,388		140,436		140,436		140,436
Ending Fund Balance	\$	140,436	\$	(1,205)	\$	(1,205)	\$	(1,340,603)
Ending Cash Balance							\$	(1,325,798)

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

Fund 41, Resource 4110 - Child Development Center Capital

	Prior Year Actuals 7-1-03 to 6-30-04		 Adopted Budget	Revised Budget		Year to Date Activity	
Revenues	\$	4,435	\$ 2,500	\$ 2,500	\$	3,580	
Expenditures							
Capital Outlay	\$	33,467	\$ 367,062	\$ 367,062	\$	22,763	
Total Expenditures	\$	33,467	\$ 367,062	\$ 367,062	\$	22,763	
Revenues Over (Under) Expenditures	\$	(29,032)	\$ (364,562)	\$ (364,562)	\$	(19,183)	
Beginning Fund Balance		393,594	 364,562	 364,562		364,562	
Ending Fund Balance	\$	364,562	\$ 0	\$ 0	\$	345,379	
Ending Cash Balance					\$	345,379	

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

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

	Prior Year Actuals 7-1-03 to 6-30-04		Adopted Budget	Revised Budget	Year to Date Activity	
Revenues	\$	992,841	\$ 15,000	\$ 15,000	\$	11,423
Expenditures						
Capital Outlay	\$	1,015,049	\$ 15,000	\$ 15,000	\$	0
Total Expenditures	\$	1,015,049	\$ 15,000	\$ 15,000	\$	0
Revenues Over (Under) Expenditures	\$	(22,208)	\$ 0	\$ 0	\$	11,423
Beginning Fund Balance		22,525	 317	 317		317
Ending Fund Balance	\$	317	\$ 317	\$ 317	\$	11,740
Ending Cash Balance					\$	11,740

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

Fund 41, Resource 4130 - La Sierra Capital

	Prior Year Actuals 7-1-03 to 6-30-04		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$	79,616	\$	85,000	\$	85,000	\$	35,212
Sale of Land	Ψ	130,000	Ψ	0	Ψ.	0	Ψ	0
Interfund Transfer from General Obligation Bond Funded Projects (Resourcee 4160)		98,238		0		0		0
Total Revenues	\$	307,854	\$	85,000	\$	85,000	\$	35,212
Expenditures								
Services Capital Outlay	\$	4,731 143,833	\$	73,719 2,191,737	\$	73,719 3,187,687	\$	105,343 1,171,633
Total Expenditures	\$	148,564	\$	2,265,456	\$	3,261,406	\$	1,276,977
Revenues Over (Under) Expenditures	\$	159,290	\$	(2,180,456)	\$	(3,176,406)	\$	(1,241,765)
Beginning Fund Balance		7,220,546		7,379,836		7,379,836		7,379,836
Ending Fund Balance	\$	7,379,836	\$	5,199,380	\$	4,203,430	\$	6,138,071
Ending Cash Balance							\$	6,138,975

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

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

	Prior Yea Actuals 7-1-03 to 6-3		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$	2,039,116	\$	926	\$	926	\$	0
Expenditures								
Materials & Supplies Capital Outlay	\$	6,697 2,032,419	\$	0 926	\$	0 926	\$	0 866
Total Expenditures	\$	2,039,116	\$	926	\$	926	\$	866
Revenues Over (Under) Expenditures	\$	0	\$	0	\$	0	\$	(866)
Beginning Fund Balance		0		0		0		0
Ending Fund Balance	\$	0	\$	0	\$	0	\$	(866)
Ending Cash Balance							\$	(866)

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

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

		Prior Year Actuals 7-1-03 to 6-30-04		Adopted Budget		Revised Budget		Year to Date Activity	
Revenue	\$	28,551	\$	0	\$	0	\$	8,362	
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)		494,483		0		0		0	
Total Revenues	\$	523,034	\$	0	\$	0	\$	8,362	
Expenditures									
Services	\$	(2,014)	\$	0	\$	0	\$	0	
Capital Outlay Interfund Transfers to:		1,262,144		0		0		0	
General Operating (Resource 1000) Grants & Categorical Programs (Resource 1190)		1,716,899 174,579		983,860 0		983,860 0		491,930 0	
Total Expenditures	\$	3,151,608	\$	983,860	\$	983,860	\$	491,930	
Revenues Over (Under) Expenditures	\$	(2,628,574)	\$	(983,860)	\$	(983,860)	\$	(483,568)	
Beginning Fund Balance		4,696,131		2,067,557		2,067,557		2,067,557	
Ending Fund Balance	\$	2,067,557	\$	1,083,697	\$	1,083,697	\$	1,583,989	
Ending Cash Balance							\$	1,583,990	

The General Obligation Bond Funded Capital Outlay Projects Resource was established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

Fund 41, Resource 4160 - General Obligation Bond Funded Capital Outlay Projects

	Prior Year Actuals 7-1-03 to 6-30-04		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$	0	\$	276,025	\$	276,025	\$	211,968
Proceeds from General Obligation Bond								
Series A and B	_	1,615,483	_	66,214,892		66,214,892		66,214,892
Total Revenues	\$	1,615,483	\$	66,490,917	\$	66,490,917	\$	66,426,860
Expenditures								
Materials & Supplies	\$	0	\$	0	\$	15,457	\$	0
Services		0		1,042,500		1,049,508		945,507
Capital Outlay		0		1,172,716		15,428,156		1,472,833
Debt Service		0		11,582,875		11,582,875		11,582,875
Interfund Transfers to:								
General Operating (Resource 1000)		746,126		0		0		0
Parking (Resource 1050)		127,279		0		0		0
Bookstore Contract Operated (Resource 1110)		53,804		0		0		0
Redevelopment Pass-Through (Resource 1180)		95,553		0		0		0
Intrafund Transfers to:								
State Construction (Resource 4100)		0		322,000		322,000		322,000
La Sierra Capital (Resource 4130)		98,238		0		0		0
Self Funded Equip & Facility Projects (Resource 4150)	_	494,483		0		0		0
Total Expenditures	\$	1,615,483	\$	14,120,091	\$	28,397,996	\$	14,323,216
Revenues Over (Under) Expenditures	\$	0	\$	52,370,826	\$	38,092,921	\$	52,103,644
Beginning Fund Balance		0		0		0		0
Ending Fund Balance	\$	0	\$	52,370,826	\$	38,092,921	\$	52,103,644
Ending Cash Balance							\$	53,126,407

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

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

		Prior Year Actuals 03 to 6-30-04		Adopted Budget		Revised Budget	Y	ear to Date Activity
Revenues	\$	3,156,670	\$	4,104,870	\$	4,104,870	\$	2,488,247
Interfund transfer from								
General Operating (Resource 1000)		0		500,000		500,000		500,000
Intrafund transfer from								
Workers' Compensation (Resource 6110)		0		102,097		102,097		102,097
Total Revenue	\$ 3,156,670		\$	4,706,967	\$	4,706,967	\$	3,090,344
Expenditures								
Classified Salaries	\$	108,614	\$	113,432	\$	113,432	\$	71,294
Employee Benefits		56,043		45,866		45,866	19,91	
Materials & Supplies		2,388	4,050		3,658			2,165
Services		3,751,662	4,275,808		4,273,308			1,452,606
Capital Outlay		0	0		2,892			2,347
Total Expenditures	\$	3,918,707	\$	4,439,156	\$	4,439,156	\$	1,548,325
Revenues Over (Under) Expenditures	\$	(762,037)	\$	267,811	\$	267,811	\$	1,542,019
Beginning Fund Balance		(252,517)		(1,014,554)		(1,014,554)		(1,014,554)
Ending Fund Balance	\$	(1,014,554)	\$	(746,743)	\$	(746,743)	\$	527,465
Ending Cash Balance							\$	1,183,764

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

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

	Prior Year Actuals 7-1-03 to 6-30-04		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$	808,408	\$	871,840	\$	871,840	\$	473,522
Expenditures								
Classified Salaries Employee Benefits Materials & Supplies Services	\$	37,051 14,025 (6) 356,058	\$	38,721 15,605 500 806,045	\$	38,721 15,605 500 806,045	\$	24,297 6,944 206 589,650
Intrafund Transfer to Health & Liability Self Ins (Resource 6100)		0		102,097		102,097		102,097
Total Expenditures	\$	407,128	\$	962,968	\$	962,968	\$	723,194
Revenues Over (Under) Expenditures	\$	401,280	\$	(91,128)	\$	(91,128)	\$	(249,672)
Beginning Fund Balance		621,609		1,022,889		1,022,889		1,022,889
Ending Fund Balance	\$	1,022,889	\$	931,761	\$	931,761	\$	773,217
Ending Cash Balance							\$	1,514,292

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

Associated Students of RCC

	Prior Year Actuals 7-1-03 to 6-30-04		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$	\$ 580,748		558,406	\$	558,406	\$	374,162
Expenditures								
Materials & Supplies Other Outgo	\$	526,084 7,015	\$	558,406 0	\$	558,406 0	\$	264,789 (10,723)
Total Expenditures	\$	533,099	\$	558,406	\$	558,406	\$	254,066
Revenues Over (Under) Expenditures	\$	47,649	\$	0	\$	0	\$	120,096
Beginning Fund Balance	Beginning Fund Balance 82			874,097	-	874,097		874,097
Ending Fund Balance	\$ 874,097		\$ 874,097		\$ 874,097		\$	994,193
Ending Cash Balance							\$	1,754,404

The Student Financial Aid Account Group is used to record financial transactions for scholarships given to students from the federal Pell and FSEOG grant programs as well as the State's Cal Grant program. Also included are reimbursements to the District for the Federal Work Study Grant.

Student Financial Aid

	50		 					
	Prior Year Actuals 7-1-03 to 6-30-04		Adopted Budget	_	Revised Budget	Year to Date Activity		
Revenues	\$ 14	,872,562	\$ 12,334,298	\$	12,334,298	\$	7,454,401	
Expenditures								
Other Scholarships and Grant								
Reimbursements	\$ 14	,872,562	\$ 12,334,298	\$	12,334,298	\$	6,739,870	
Total Expenditures	\$ 14	,872,562	\$ 12,334,298	\$	12,334,298	\$	6,739,870	
Revenues Over (Under) Expenditures	\$	0	\$ 0	\$	0	\$	714,531	
Beginning Fund Balance		0	0		0		0	
Ending Fund Balance	\$	0	\$ 0	\$	0	\$	714,531	
Ending Cash Balance						\$	715,782	

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

RCCD Development Corporation

	Prior Year Actuals 7-1-03 to 6-30-04		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$	32	\$	0	\$	0	\$	9
Expenditures								
Services	\$	20	\$	0	\$	0	\$	20
Total Expenditures	\$	20	\$	0	\$	0	\$	20
Revenues Over (Under) Expenditures	\$	12	\$	0	\$	0	\$	(11)
Beginning Fund Balance		16,212		16,224		16,224		16,224
Ending Fund Balance	\$	16,224	\$	16,224	\$	16,224	\$	16,213
Ending Cash Balance							\$	16,230

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-1-a Date: February 22, 2005

Subject: Agreement with Mike Stern

<u>Background</u>: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Mike Stern to perform a guitar master class at RCC. The term of the agreement is March 18, 2005. Services require a total of \$1,000.00 payable on March 18, 2005. Funding source: general fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Mike Stern and authorize the Vice Chancellor, Administration and Finance, to sign the contract for his guitar master class/recital. The term of the agreement is March 18, 2005 for a total of \$1,000.00.

Salvatore G. Rotella Chancellor

Prepared by: Rita Chenoweth, Associate Professor, Dance

Department Chair, Performing Arts Peter Curtis, Instructor, Guitar/Music

AGREEMENT BETWEEN MIKE STERN AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on February 23, 2005 by and between Mike Stern hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

- 1. The consultant agrees to provide the following services:
 - a. Perform a guitar concert and conduct a guitar master class on March 18, 2005.
- 2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.
- 3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
- 4. The term of this agreement shall be March 18, 2005
- 5. Payment in consideration of this agreement shall not exceed \$1000.00 payable on March 18, 2005.

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

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

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

Mike Stern	Riverside Community College District
Mike Stern	James L. Buysse Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No: V-A-1-b Date: February 22, 2005

Subject: Agreement with Scott Jannsen

<u>Background</u>: Attached for the Board's review and consideration is a proposed contract between Riverside Community College District and Scott Jannsen to provide services as the sound designer for the production of "The Last Five Years". These services will be used by the Off Broadway Play Series to mount a production for eight performances. The term of the agreement is March 27, 2005 through April 10, 2005 for a fee of \$1,500.00. Funding source: general fund.

The vendor identified in this contract does not make or participate in the making of decisions that may foreseeably have 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, Instruction, and Ed Godwin, Director, Administrative Services.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the service contract between Riverside Community College District and Scott Jannsen and authorize the Vice Chancellor Administration and Finance to sign the contract for the production of "The Last Five Years." The term of this contract will be March 27, 2005 through April 10, 2005 and includes eight performances for a fee of \$1,500.00.

Salvatore G. Rotella Chancellor

Prepared by: Jodi Julian

Assistant Professor, Theatre Arts

AGREEMENT BETWEEN SCOTT JANNSEN AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this February 23, 2005, by and between Scott Jannsen, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

- 1. The consultant agrees to provide the following services:
 - a. Sound Designer for 8 performances of the District's Off Broadway Play series production(s) of and "The Last Five Years".
 - b. Provide all necessary sound design responsibilities to facilitate the performance of and "The Last Five Years".
- 2. The services outlined in Paragraph 1, section b will be provided at McDermontt Hall, Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.
- 3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
- 4. The term of this agreement shall be from March 27-April 10, 2005.
- 5. Payment in consideration of this agreement shall not exceed \$1,500.00 payable on April 11, 2005. (Check is set up for payment on this date and mailed the next business day, per District regulations.)
- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Scott Jannsen	Riverside Community College District
Scott Jannsen	James L. Buysse Vice Chancellor, Administration & Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No: V-A-1-c Date: February 22, 2005

Subject: Agreement with Brett Strader

<u>Background</u>: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Brett Strader to provide services as the musical director for the production of "The Last Five Years". These services will be used by the Off Broadway Play Series to mount a production for eight performances. The term of the agreement is March 27, 2005 through April 10, 2005 and includes a fee off \$2,000.00. Funding source: General fund.

The vendor identified in this contract does not make or participate in the making of decisions that may foreseeably have 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, Instruction, and Ed Godwin, Director, Administrative Services.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Brett Strader and authorize the Vice Chancellor Administration and Finance to sign the agreement for the musical direction of eight performances of "The Last Five Years." The term of this contract will be for March 27, 2005 through April 10, 2005 and includes eight performances for a fee of \$2,000.00.

Salvatore G. Rotella Chancellor

Prepared by: Rita Chenoweth, Associate Professor, Dance

Department Chair Performing Arts

Jodi Julian, Assistant Professor, Theatre Arts

AGREEMENT BETWEEN BRETT STRADER AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this February 23, 2005 by and between Brett Strader, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

- 1. The consultant agrees to provide the following services:
 - a. Musical Director for District's Off Broadway Play Series production of "The Last Five Years", with scheduled performances on April 1-10.
 - b. Provide all necessary musical director responsibilities to facilitate the performance of "The Last Five Years".
- 2. The services outlined in Paragraph 1, section b will be provided at McDermont Hall, Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.
- 3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
- 4. The term of this agreement shall be from March 27 through-April 10, 2005.
- 5. Payment in consideration of this agreement shall not exceed \$2,000.00, payable on April 10th. (Check is set up for payment on this date and mailed the next business day, per District regulations.)
- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Riverside Community College District					
James L. Buysse, Vice Chancellor, Administration & Finance					

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-1-d Date: February 22, 2005

Subject: Agreement with James Wunderlich

<u>Background</u>: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and James Wunderlich to provide services for the RCC Winter Drumline that include the following: arrange "Original Composition in seven parts"; provide the RCC Winter Drumline with written musical parts of the above arrangements, and provide musical direction during a rehearsal of the RCC Winter Drumline. The term of the agreement is from February 23 through March 17, 2005 for a total of \$1,500.00, payable on March 17, 2005. Funding Source: General fund.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have 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 of Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and James Wunderlich and authorize the Vice Chancellor, Administration and Finance, to sign the agreement for the musical arrangement of "Original Composition in seven parts" for the RCC Winter Drumline, in which James Wunderlich will provide the RCC Winter Drumline with written musical parts of the above arrangements, and musical direction during a rehearsal of the RCC Winter Drumline. The term of the agreement is February 23 through March 17, 2005 for a total of \$1,500.00.

Salvatore G. Rotella Chancellor

Prepared by: Rita Chenoweth, Associate Professor, Dance

Department Chair Performing Arts

Sheila Locke, Music Specialist, Performing Arts

AGREEMENT BETWEEN JAMES WUNDERLICH AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 23rd day of February, 2005, by and between James Wunderlich, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

- 1. The consultant agrees to provide the following services:
 - a. Arrange the following music for the RCC Winter Drumline: "Original Composition in seven parts".
 - b. Provide the RCC Marching Band with written musical parts of the above arrangements.
 - c. Provide musical direction utilizing the above arrangements during a rehearsal of the RCC Winter Drumline.
- 2. The services outlined in Paragraph 1, section c, 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 c.
- 3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
- 4. The term of this agreement shall be from February 23 through March 17, 2005.
- 5. Payment in consideration of this agreement shall not exceed \$1,500.00, payable on March 17, 2005. (Check is set up for payment on this date and mailed in two business days, per District regulations.)
- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2 Date: February 22, 2005

Subject: Subcontract with Santa Clarita Community College District,

DBA College of the Canyons

<u>Background</u>: Presented for the Board's review and consideration is a subcontract with College of the Canyons to implement portions of an Industry Driven Regional Collaborative (IDRC) Economic and Workforce Development grant (Award Number 04-0326). The Riverside Community College District Center for Applied Competitive Technologies (CACT) will administer California State Economic Development funds to implement provisions of the California Alliance for Digital Manufacturing in Riverside and San Bernardino Counties (the Inland Empire. Under the provisions of the grant, Riverside Community College District Center for Applied Competitive Technologies will provide digital manufacturing assistance to local manufacturers and will introduce this technology into applicable RCC for-credit engineering courses. The term of the agreement is November 9, 2004 through June 30, 2006. Funding source: No cost to the District.

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

Recommended Action: It is recommended that the Board of Trustees ratify the subcontract with College of the Canyons and authorize the Vice Chancellor, Administration and Finance to sign the subcontract. The Riverside Community College District Center for Applied Competitive Technologies will implement the applicable portions of the grant in the Inland Empire and will receive a total of \$144,231.00 over the twenty months of the grant.

Salvatore G. Rotella Chancellor

Prepared by: Henry Rogers, Director

Center for Applied Competitive Technologies

A SUBCONTRACT BETWEEN

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

And

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resulting from a Grant to Implement an

Industry Driven Regional Collaborative ("IDRC") Economic and Workforce Development Program

Between

The Chancellor's Office, California Community Colleges

And

SANTA CLARITA COMMUNITY COLLEGE DISTRICT (Award Number 04-0326)

The GRANT FACE SHEET, Award Number, 04-0326, between the Chancellor's Office, California Community Colleges ("Chancellor's Office") and the Santa Clarita Community College District, and the Project Budget Summary, Budget Detail and Annual Workplan as approved, are attached to this Subcontract and are incorporated herein. The Grant Agreement Legal Terms and Conditions (Articles I, Rev. 1/04 and II, Rev. 1/04) which apply to this Subcontract are also incorporated herein. The original grant proposal and any revisions thereof, are included by reference. Provisions noted in the Grant Face Sheet, including the Request For Applications ("RFA") Specification, the Grant Application, with all required forms, also apply to this Subcontract, are included by reference and are binding upon the parties to this Subcontract.

I. SCOPE OF SUBCONTRACT:

- A. Contractor: Santa Clarita Community College District ("Contractor")
- B. Subcontractor: Riverside Community College District ("Subcontractor")
- C. Subcontract Amount:

Up to One Hundred Forty Four Thousand, Two Hundred Thirty One Dollars (\$144,231.00) in California State Economic Development funds, unless otherwise determined by the Chancellor's Office, will be utilized in accordance with the terms and conditions of this Subcontract. Of this amount Ninety One Thousand, Seven Hundred Eighty Six Dollars (\$91,786.00) is budgeted in Year One and

Fifty Two Thousand, Four Hundred Forty Five Dollars (\$52,445.00) in Year Two. All applicable sections of the contract between Contractor and the Chancellor's Office, as well as the information contained within the grant application to the Chancellor's Office written in response to RFA Specification 04-0326, apply to this Subcontract and are binding upon the parties to this Subcontract. This sum is subject to reduction by the Contractor should the Contractor experience a reduction in funding from the Chancellor's Office. However, any impact on services, activities and planned outcomes as a result of a reduction will be discussed and agreed upon by the Project Director and Co-Director.

D. Effective Date of Contract: December 2, 2004

E. Expiration Date of Contract: June 30, 2006.

F. Budget Periods of Contract Year One: December 2, 2004 through June

30, 2005

Year Two: July 1, 2005 through June 30,

2006

II. TERMS AND CONDITIONS:

A. Description of Work:

- 1. Subcontractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices.
- Subcontractor shall provide specialized new courses, upgrade and enhance current courses, and work toward certificate and degree programs, as required by the IDRC approved "The California Alliance for Digital Manufacturing" attached hereto.
- 3. Subcontractor shall acquire state-of-the-art equipment as detailed in the grant application.
- B. Deliverables (products, results, and measurable outcomes):
 - 1. Subcontractor shall provide products, results, and measurable outcomes as detailed in the Response Section, Annual Workplan and applicable sections of the Grant Application.
 - 2. Final project report summarizing the outcomes of the project.

III. CONSIDERATION

- A. In consideration of the performance by Contractor and Subcontractor in delivering this component of the IDRC grant, Contractor shall make payments to Subcontractor totaling up to One Hundred Forty Four Thousand Two Hundred Thirty One Dollars (\$144,231.00) over the two (2) -year period of the grant, unless a modification is jointly agreed to by the Project Director at Contractor and Co-Director at Subcontractor. These funds will be released at least quarterly based upon approved Subcontractor line item budgets, but only after the delivery of services and the submission of quarterly progress reports with a detailed invoice and quarterly time and effort reports and payroll records, including fringe benefits, for all staff paid by the grant, along with appropriate backup documentation for all costs along with invoices requesting reimbursement. Appropriate original documentation for all costs shall be maintained by Subcontractor and be made available upon request to Contractor' employees, their duly authorized representatives or agents, auditors, and state staff. These items shall be sent to the Project Director or such people designated by her. The invoice shall list payments to staff by name, and provide detail of equipment items purchased.
- B. Payment for the delivery of services specified shall be made upon written request of Subcontractor to the Contractor by the submission of a quarterly invoice. As agreed to in advance, requests for reimbursement financial documentation must report expenses on an actual cost reimbursement basis.
- C. Contractor must receive requests for reimbursement for payroll expenditures rendered in June during the first week of July and no later than July 10th to accommodate end of year closeout activities. Furthermore, Contractor must receive requests for reimbursement for all other expenditures during the first week of May and no later than May 10th to accommodate end of year closeout activities.
- D. During the time period of January 1 through June 30 of each grant 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 decrease the total amount of consideration due under this Subcontract.

IV. RECORDS/AUDITS

A. Records

In accordance with Article II Legal Terms and Conditions, Chancellor's Office, California Community Colleges Grant Agreement, in order to be in compliance with state requirements, the Subcontractor must maintain records regarding the use of

grant funds, progress made towards grant objectives/performance, and placement and use of equipment purchased with grant funds.

- 1. Records regarding use of grant funds:
 - a. The Subcontractor will maintain appropriate financial records in accordance with generally accepted accounting practices.
 - b. The Subcontractor will maintain original financial documentation (invoices and receipts) on file at the Subcontractor's location and provide copies of such documentation for reimbursement or upon request of contractor or allow contractor, contractor's authorized representatives or agents, auditors, or federal staff to view such records.
 - c. The Subcontractor will submit quarterly time and effort reports, along with payroll records including Fringe Benefits for each staff/faculty member paid by the grant.
 - d. Subcontractor will submit copies of Professional Services Agreements with consultants for grant activities which have been fully executed by authorized representatives.
- 2. Records regarding progress toward grant objectives/performance:
 - a. The Subcontractor will submit a Quarterly Progress Report that addresses progress made toward meeting grant objectives, equipment and other major purchases, barriers and challenges, successful achievement of program objectives and performance measures, information regarding evaluation and outcome assessment activities, and involvement with other internal or external resources used for this project.
 - b. Subcontractor agrees to cooperate with Project Evaluator and supply information and records needed to track progress.
- 3. Records Regarding Purchase, Placement and Use of Equipment Purchased with Grant Funds:
 - a. The Subcontractor will maintain an equipment inventory list that documents the purchase, placement, purpose/intended use, and ongoing location of any equipment purchased with this grant. Such lists shall be kept up-to-date and supplied to the Project Director on a quarterly basis.

B. Audit

1. The Subcontractor shall preserve and make available all records related to this agreement for examination by Contractor, Chancellor's Office, and/or their duly authorized representatives or agents:

- a The Subcontractor shall retain these records for three years after the completion of the grant;
- b. If any audit or other actions 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, but not before 08/01/2006;
- d. Any costs that, upon audit, are found to be unallowable, will be reduced from future claims for reimbursement, or shall be refunded if the agreement has expired;
- e. Failure to comply with terms of this paragraph may lead to the termination of the Subcontract in accordance with Article X.
- 2. Subcontractor monitoring: the Subcontractor will not receive more than Three Hundred Thousand Dollars (\$300,000), thus an independent program audit is not required.
 - a. Subcontractor must agree to an annual audit conducted by an independent, objective, external auditing firm.
 - b. A copy of said audit will be delivered to the Contractor by January 1st of each year for the previous fiscal year.

V. ASSURANCES

A. Certification

- 1. Acceptance of this Subcontract constitutes certification that the Subcontractor 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 is not delinquent on any federal debt.
- 3. Acceptance of this Subcontract constitutes certification that the cooperative partner is in compliance with sections 5151-5160 of the drug free workplace act of 1988.

- Acceptance of this Subcontract constitutes certification that the Subcontractor is in compliance with the series 3000 of the staff diversity/affirmative action policy (in Americans with Disabilities Act [1990],Ed, Code 87100, Title V, California Code of Regulations Policy Number 3010 (x).
- 5. Acceptance of this Subcontract constitutes certification that to the best of the Subcontractor's knowledge and belief:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, 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, any extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 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 grant, grant, loan, or Subcontract, the Subcontractor shall complete and submit standard form-LLL, "Disclosure form to report lobbying," in accordance with its instructions.
 - c. The Subcontractor 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) that all subrecipients shall certify and disclose accordingly.
 - d. Subcontractor agrees to notify Contractor immediately if there is any change of status in V.A.1., 2., 3., 4. or 5. above.

VI. MATCHING CONTRIBUTIONS

This Subcontract does not require any matching contributions. However, if the Subcontractor utilizes other existing financial resources to provide personnel, supplies, and/or equipment for the benefit of this project, the contribution shall be reported via the time and effort reports and/or the quarterly progress reports.

VII. REPORTING SCHEDULE

- A. Subcontractor shall submit quarterly time and effort reports including payroll records and fringe benefit reports, and quarterly progress reports to the contractor by the Friday of the first full week of the month.
- B. Subcontractor shall submit quarterly data collected as required by the grant. Subcontractor shall submit report by the end of each quarter no later than the 20th of the last month of the quarter for which data in required.
- C. Subcontractor shall submit quarterly request for financial reimbursement by the end of each quarter no later than the 20th of the last month of the quarter for which reimbursement is requested.

VIII. PRIOR APPROVAL

- A. The following shall constitute deviations from the original intent of the IDRC Subcontract agreement and/or from the application submitted by Contractor and its Subcontractor, in response to the Chancellor's Office Request for Application (RFA) and will require prior written approval from the Chancellor's Office, as stated in Article II, Legal Terms and Conditions, Chancellor's Office Grant Agreement.
 - 1. Changes in project scope, activities or budget;
 - 2. Costs not specified in the budget;
 - 3. Changes in key personnel, including Co-Director;
 - 4. Sub-awarding or contracting out work that was not described in the application.
- B. Both parties agree that authority and/or approval to make other changes or deviations from the original proposal submitted to the Chancellor's Office shall be as specified and allowable in the contract between Chancellor's Office and Contractor and in the provisions listed on the Grant Face Sheet, and incorporated herein by reference.

IX. DESIGNATION OF PERSONNEL

A. Mr. Peter Bellas, Director, CACT, has been designated as the Project Director by the Contractor. All inquiries and reports regarding this Subcontract should be directed to:

Mr. Peter Bellas, Director, CACT, College of the Canyons 26455 Rockwell Canyon Road, Santa Clarita, CA 91355 (661) 362-3521.

B. The Subcontractor has designated Mr. Hank Rogers, Director, CACT, as the Project Director for Riverside Community College. Contact information as follows:

Mr. Hank Rogers, Director, CACT, Riverside Community College 14745 Riverside Drive, Riverside, CA 92518 (951) 372-7137

C. The Subcontractor will inform the Contractor of all personnel changes.

X. SUSPENSIONS AND TERMINATION OF FUNDS

Pursuant to a mutual understanding that the terms of this Subcontract do not encumber the implementation of award number 04-326, as granted by the Chancellor's Office for the explicit purposes of this 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 contract; or if the Subcontractor 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 Subcontractor prior to the date of termination that cannot be cancelled.

XI. DISPUTES

All claims, disputes, and other matters in question between the Contractor and Subcontractor arising out of or relating to this Subcontract or the breach thereof shall be addressed in the following manner. The parties shall enter into good faith negotiations to reach an equitable settlement. If a good faith settlement cannot be reached, the parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, mini-trial, or other method of alternative dispute resolution. In the event that the parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the District office involved in the suit. Should it be necessary for either party to initiate legal proceedings to resolve disputes arising out of or

relating to this Subcontract, the prevailing party shall be entitled to receive from the other party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings. Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Subcontract, the performance of any work, the delivery of any material, the payment of any moneys to Subcontractor, or otherwise, Subcontractor agrees that it will not directly or indirectly stop or delay the work directed by Contractor, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or

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controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

XII. INDEMNIFICATION

Subcontractor agrees to hold harmless and indemnify Contractor, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Subcontractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by Contractor. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

Contractor agrees to hold harmless and indemnify Subcontractor, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by Subcontractor. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

XIII. INSURANCE

Subcontractor agrees to maintain, during the performance of Description of Work and Deliverables covered by this Subcontract, through a combination of self-insurance, insurance and liability coverages from a joint powers agreement, and for a period of not less than one (1) year following the expiration of this Subcontract, at its sole expense, the following insurance coverages: (i) Commercial General Liability insurance naming Contractor as an Additional Insured, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (ii) Professional Liability Insurance with limits of not less than

One Million Dollars (\$1,000,000); (iii) Automobile Liability with combined single limit on One Million Dollars (\$1,000,000) per accident; (iv) Workers' Compensation insurance as required by law; and (v) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

Subcontractor shall deliver Certificates of Insurance and Additional Insured Endorsements evidencing the required coverages to the Contractor, which shall be subject to the Contractor's approval for adequacy of protection, including the satisfactory character of any

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Insurer, including a Best's rating of not less than A-VII and an admitted carrier in the State of California. Certificates of Insurance and Additional Insured Endorsements *must be returned* with signed Agreement or no later than ten (10) days prior to the effective date of this Subcontract. If requested by the Contractor, a certified copy of the actual policies with appropriate Endorsement(s) and other documents shall be provided to the Contractor.

All policies required by this Subcontract shall provide that Contractor shall be given thirty (30) days' notice of each expiration or cancellation thereof or reduction of the coverage provided thereby.

XIV. ANTI-KICKBACK

The anti-kickback act of 1986 was passed to deter subcontractors 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 Subcontractor agrees to comply with the following regulations: FAR 3.502 and FAR 52.203.7.

XV. ACKNOWLEDGEMENT OF GRANT SUPPORT

Article II Standard Legal Terms and Conditions of the Chancellor's Office, California Community Colleges Grant Agreement requires that all products and deliverables, including documents, published materials, and multimedia presentations, shall be approved by the Project Monitor prior to distribution. In addition, all products and deliverables shall:

- A) Contain the Grant number and dollar amount of the Grant and Subcontracts relating to the preparation of such documents, in a separate section of such document or written report;
- B) Contain a statement indicated that the total Grant amount represents compensation for multiple documents or written reports, when multiple documents or written reports are the subject or product of the Grant;
- C) Reference the Chancellor's Office and the specific funding source; and
- D) Include the phrase, "Funded in part by the Chancellor's Office, California Community Colleges.

XVI. FEDERAL, STATE, AND LOCAL TAXES

Except as may be otherwise provided in this Subcontract, the Subcontractor price includes all applicable Federal, State, and local taxes and duties.

XVII. 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 Los Angeles.

IN WITNESS WHEREOF, both Parties agree.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT	RIVERSIDE COMMUNITY COLLEGE DISTRICT
BY:	BY:
Authorized Representative	Authorized Representative
Print .	Print .
Name	Name
Print	Print
Title	Title
Date	Date
Board Meeting	Social Security #
Date of Approval	Or Federal Tax ID #

ADDENDUM

To Contract

Between Santa Clarita Community College District and Riverside Community College District

THIS ADDENDUM dated as of January 19, 2005, ("Addendum") is entered into by and among Santa Clarita Community College District ("SCCCD") and Riverside Community College District, ("Contractor")

WITNESSETH:

WHEREAS, SCCCD and Contractor have entered into that certain Agreement under Grant Award Number 04-0326, Industry Driven Regional Collaborative ("IDRC") Economic and Workforce Development Program.

NOW THEREFORE, it is understood and agreed by the parties hereto that:

1. Effective January 20, 2005, Paragraph XIII. Insurance, of Agreement shall be amended to add the following language:

Contractor shall deliver Certificates of Insurance and Additional Insured Endorsements evidencing the required coverages to the Subcontractor, which shall be subject to the Subcontractor's approval for adequacy of protection, including the satisfactory character of any Insurer, including a Best's rating of not less than A-VII and an admitted carrier in the State of California. Certificates of Insurance and Additional Insured Endorsements must be returned with signed Agreement or no later than ten (10) days prior to the effective date of this Subcontract. If requested by the Subcontractor, a certified copy of the actual policies with appropriate Endorsement(s) and other documents shall be provided to Subcontractor.

- 2. Effective January 20, 2005, Paragraph VII, Reporting Schedule, of Agreement shall be amended to the following language:
 - B. Subcontractor shall submit quarterly data collected as required by the grant. Subcontractor shall submit report by the end of each quarter, no later than the Friday of the first week of the month following the quarter for which data is required.
 - C. Subcontractor shall submit quarterly request for financial reimbursement by the end of each quarter, no later than the first week of the month following the quarter for which data is required.
- 3. Except as set forth herein, all other sections, subsections and provisions of the Agreement shall remain valid, enforceable and unaffected by this Addendum.

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4.	The individuals execu	uting this A	Addendum o	on behalf	of the	named	parties	represent	and	warrant	that	they
are	authorized to do so.											

IN WITNESS WHEREOF, this Addendum has been executed by the parties hereto as of the day and year first written above.

SANTA CL	ARITA COMMUNITY COLLEGE DISTRICT	RIVERSIDE COMMUNITY COLLEGE DISTRICT					
BY:		BY:					
***************************************	Authorized Representative	Authorized Representative					
Print		Print					
Name	Sharlene L. Coleal	Name James Buysse					
Print		Print					
Title	Vice President, Business Services	Title Vice Chancellor, Administration and Finance					
Date	1/20/05	Date					

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3 Date: February 22, 2005

Subject: Agreement with Maryann Beaman

Attached for the Board of Trustees review and consideration is an agreement with Maryann Beaman to perform all activities necessary to plan and develop a Talent Search proposal and Educational Opportunity Centers Program proposal for the Riverside City Campus. The term of the agreement is February 23 through June 30, 2005. The fee for these services will not exceed \$10,000.00 which includes travel, time and materials. Funding Source: General fund.

The consultant in this agreement is one that makes or participates in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendor may be subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. The agreement has been reviewed by Ed Godwin, Risk Management and Sylvia Thomas, Associate Vice President of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Maryann Beaman to plan and develop a Talent Search and Educational Opportunity Centers Program proposals for the Riverside City Campus and authorize the Vice Chancellor, Administration and Finance to sign the agreement. The term of the agreement is February 23 through June 30, 2005; the fee for these services will not exceed \$10,000.00.

Salvatore G. Rotella Chancellor

Prepared By: Colleen Molko, Associate Director Grant and Contract Services

Independent Contractor Agreement Between Riverside Community College District And Maryann Beaman

This Agreement, entered into this February 23, 2005, between RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Maryann Beaman, whose address is P.O. Box 253, Riverside, CA, 92502, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning February 23, 2005, and will continue in effect until June 30, 2005.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

4.01 <u>Minimum Amount of Service</u>. 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 <u>Time for Performance of Services</u>. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.03 <u>Workers' Compensation</u>. Contractor agrees to provide workers' compensation insurance and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.04 <u>Indemnification and Hold Harmless</u>. 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 <u>Assignment and Delegation</u>. Neither this Agreement nor any rights, duties or obligations under this Agreement may be assigned or delegated by either party to another party without the prior written consent of the affected party.
- 4.06 <u>Treatment of Client Information</u>. 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 <u>Cooperation of Client</u>. 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 <u>Use of Project Deliverables</u>. All project deliverables become the property of the Client upon termination of this Agreement, and as such may be used at will by the Client at any or all of its sites, for purposes determined by the Client.

ARTICLE VI. TERMINATION OF AGREEMENT

6.01 <u>Termination Upon Notice</u>. Notwithstanding any other provision of this Agreement, either party hereto may terminate the sections of this Agreement at any time upon 10 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 <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State of California.

	lits officers, employees, and agents, shall act in of this agreement and not as officers, employees
Riverside Community College District	Independent Contractor
James L. Buysse Vice Chancellor, Administration and Finance	Maryann Beaman
Date	Date

EXHIBIT A

Independent Contractor Agreement Between Riverside Community College District And Maryann Beaman

SCOPE OF SERVICES

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

Talent Search and Educational Opportunity Centers Proposal Development

Maryann Beaman will provide proposal development services to the Riverside City Campus that will include, but not be limited to the following:

- Perform all activities necessary to plan and develop both a Talent Search and an Educational Opportunity Centers proposal for the Riverside City Campus, first in draft form, then in final submission format through the incorporation of input from college officials. Proposal development services will include the review of draft letters of support, and the preparation of all attachments considered to be part of the application packages.
- Meet with college officials at the Riverside City Campus to develop the focus and a
 detailed plan for each grant application, and coordinate appropriate communication
 between and with staff at each location. The Contractor agrees to make at least one
 visit to the Riverside City Campus in preparing each proposal, and participate in
 other meetings as is necessary and mutually agreeable.
- Work with campus personnel to assure that all federal procedures are followed.

The Consultant will not name Maryann Beaman or any other consultant or individual as a provider of program services in any portion of the proposal, but instead will specify, if and where warranted, that the District will select consultants according to the expertise the proposed scope of work requires and the District's regulations regarding the selection of consultants.

Deliverables

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

- One complete, written Talent Search proposal, first in draft and subsequently in final submission format: One draft and a final, completed proposal, including all attachments, will be prepared and rendered to the District on or before June 30, 2005. The proposal package will be a complete set of documents with all materials necessary to meet the Talent Search 2005 Request For Application requirements.
- One complete, written Educational Opportunity Centers proposal, first in draft and subsequently in final submission format: One draft and a final, completed proposal, including all attachments, will be prepared and rendered to the District on or before June 30, 2005. The proposal package will be a complete set of documents with all materials necessary to meet the Educational Opportunity Centers 2005 Request For Application requirements.
- The development of each proposal will include at least one visit by the Contractor to the Riverside City Campus, and additional meetings as needed and mutually agreed upon.

EXHIBIT B

Independent Contractor Agreement Between Riverside Community College District And Maryann Beaman

COMPENSATION

1. <u>Proposal Development Services – Talent Search and Educational Opportunity Centers Programs</u>

These agreed upon totals, \$5,000 each for the development and writing of two submissions (grand total not to exceed \$10,000), include all Contractor outlays (time, travel, materials, etc.). The Contractor shall invoice in installments as follows:

Talent Search and Educational Opportunity Centers Installments

\$2,500 each Upon completion of a preliminary draft as outlined in Exhibit A

\$2,500 each Upon completion of a final, submission-ready proposal package as outlined in Exhibit A

- 2. If the Contractor is not able to render all services outlined in "Exhibit A", the Contractor will be paid a mutually agreed upon amount for the services rendered.
- 3. Contractor shall submit an invoice to Client for services rendered as indicated in this agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-4 Date: February 22, 2005

Subject: Agreement with Carlos Cortés

<u>Background</u>: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Carlos Cortés to deliver a lecture and training to the college community on the subject of embracing diversity in the community college environment on April 22, 2005. Dr. Cortés will also perform a one person autobiographical play "A Conversation with Alana: One Boy's Multicultural Rite of Passage", on a mutually agreed upon date in August 2005. The term of the agreement is April 1, 2005 through August 31, 2005 and includes a fee for services of \$2,000.00. Funding Source: General fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Carlos Cortés to deliver a lecture and training on the subject of embracing diversity in the community colleges on April 22, 2005, perform a one person autobiographical play in August 2005 and authorize the Vice Chancellor, Administration and Finance to sign the agreement. The term of the agreement is April 1 through August 31, 2005. The fee for these services is \$2,000.00

Salvatore G. Rotella Chancellor

Prepared by: Ray Maghroori

Vice Chancellor, Academic Affairs

Kristina Kauffman Dean, Faculty

AGREEMENT BETWEEN CARLOS CORTES AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this February 23, 2005 by and between Carlos Cortés, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

- 1. The consultant agrees to provide the following services:
 - Deliver a lecture and training on the subject of embracing diversity in the community college environment on April 22, 2005.
 - Perform an autobiographical play entitled, "A Conversation With Alana: One Boy's Multicultural Rite of Passage" on a mutually agreed upon date in August 2005.
- 2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.
- 3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
- 4. Payment in consideration of this agreement shall not exceed \$2,000.00 of which \$1,500.00 is payable on April 23, 2005 and \$500.00 on August 31, 2005 for the term of the agreement which is April 1, 2005 through August 31, 2005.

(Checks are set up for payment on these dates and mailed in two business days, per District regulations.)

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

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

Carlos Cortes	Riverside Community College District
Carlos Cortés	James L. Buysse
	Vice Chancellor,
	Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-5 Date: February 22, 2005

Subject: Memorandum of Understanding between Grossmont-Cuyamaca Community

College District (GCCCD) and Riverside Community College District (RCCD)

<u>Background</u>: This year GCCCD received a supplemental SBC/NCCEP (National Council for Community and Education Partnerships) grant award in which RCCD was written in as a partner. The focus of the grant is to assist GEAR UP Directors with impact evaluation through professional development/training opportunities. Through the duration of the grant (9/1/04-8/31/05) GCCCD will train RCCD's GEAR UP staff on a new system of evaluation based on the RCCD's GEAR UP grants programmatic and evaluative needs. Work on the project will begin in March 2005 but will capture data collected in the 2004-2005 academic year. Funding source: No cost to the district.

The Memorandum of Understanding has been reviewed and approved by Linda Lacy, Vice Chancellor of Student Services and Operations and Ed Godwin, Director of Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the memorandum of understanding for RCCD to participate as a pilot site for the GCCCD Institutional Research and Planning SBC/NCCEP beginning in the 2004-2005 academic year, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. There is no cost to the District and GCCD shall pay RCCD the sum of \$5,000.00 to compensate for its participation as a pilot site.

Salvatore G. Rotella Chancellor

Prepared by: Marilyn Martinez-Flores

Director, GEAR UP/Passport Plus

MEMORANDUM OF UNDERSTANDING between GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT and RIVERSIDE COMMUNITY COLLEGE DISTRICT

RIVERSIDE COMMUNITY COLLEGE DISTRICT (hereinafter RCCD), and GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT (hereinafter GCCCD) hereby agree as follows:

A. RCCD shall:

- 1. RCCD's GEAR UP staff shall participate as a pilot site for the GCCCD Institutional Research & Planning SBC/NCCEP (National Council for Community and Education Partnerships) grant received in August 2004.
- 2. RCCD's GEAR UP staff shall, through the duration of the grant (9/1/04-8/31/05), explain their system/data/evaluation needs to the GCCCD staff, and train with the GCCCD staff to learn how to use the new system once the GCCCD staff tailors it to their program needs.

B. GCCCD shall:

- 1. Develop a system/data/evaluation system for RCCD's use and train the RCCD staff in using it.
- 2. GCCCD shall pay RCCD the sum of Five Thousand Dollars (\$5,000) to compensate for its participation as a pilot site.

This Memorandum of Understanding constitutes the entire agreement between the parties hereto.

Riverside Community College District	Grossmont-Cuyamaca Community College District		
By: Dr. James L. Buysse Vice Chancellor Administration and Finance	By: James E. Austin Vice Chancellor-Business Services		
Date	Date		

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-6 Date: February 22, 2005

<u>Subject</u>: Contract with G/S Consultants – Judith Grutter

<u>Background</u>: Attached for the Board of Trustees' review and consideration is a proposed contract between Riverside Community College District and G/S Consultants to conduct a two-day training to 21 RCC counselors/faculty – seven from each campus, Moreno Valley, Norco, and Riverside, on the Strong and Myers-Briggs Type Indicator (MBTI). The term of the agreement is from April 1-2, 2005 for a fee not to exceed \$6,250. The training will be held off-campus at the Mission Inn, 3649 Mission Inn Avenue, in Riverside. Funding source: Title V funds.

The training provider in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the training provider is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Edward Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and G/S Consultants to lead a two-day training for RCCD counselors/faculty on the Strong and MBTI testing instruments on April 1-2, 2005 for a fee not to exceed \$6,250 and authorize the Vice Chancellor, Administration and Finance to sign the contract.

Salvatore G. Rotella President

Prepared by: Gabriela Gamiz

Project Director, Developing Hispanic

Serving Institutions, Title V

AGREEMENT BETWEEN G/S CONSULTANTS AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on February 23, 2005 by and between G/S Consultants hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

- 1. Scope of Services:
 - A. The services to be performed by Consultant are described as follows:
 - A two day training for Riverside Community College District's counselors/faculty on "College and Career Counseling Application of the Strong and the MBTI", April 1 2, 2005.
 - B. The Consultant will provide the following reports and/or deliverables:
 - Online MBTI testing: Profile or Career Report
 - Online Strong testing: 2004 College Profile and Interpretive Report
 - Interpretive booklet: *Introduction to Type and Careers*
 - Interpretive booklet: Where Do I Go Next? Using Your Strong Results to Manage Your Career.
 - Participant binder of readings, case studies, and resources
- 2. The services outlined in Paragraph 1, section A will be provided at the Mission Inn, downtown Riverside. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section A.
- 3. The services rendered by the Consultant are subject to review and supervision by the Title V Directors and other designated representatives of the District.
- 4. The term of this agreement shall be from April 1 2, 2005
- 5. Payment in consideration of this agreement shall not exceed \$6,250, which includes all training related expenses, and material fees for twenty-one counselors/faculty.
- 6. Consultant agrees to indemnify and hold harmless RCCD from any claim, damage, liability, injury, expense or loss arising out of Consultant's performance under this Agreement, except for injury caused by the sole negligence of RCCD.

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- 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. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed by the consultant pursuant to or under this Agreement, shall be the property of RCCD.
- 9. This agreement may not be assigned in whole or in part without prior written consent of the District.

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

G/S Consultants	Riverside Community College District		
Judith Grutter Principal & Director of Training	James L. Buysse, Vice Chancellor Administration and Finance		
Data	Date		
Date	Date		

RIVERSIDE COMMUNITY COLLEGE DISTRICT PLANNING AND DEVELOPMENT

Report No.: V-B-1 Date: February 22, 2005

Subject: Agreement to Hire Higginson+Cartozian Architects, Inc. for Minor Capital and

Remodel and Alteration Projects

<u>Background</u>: Facilities and Planning is requesting that the Board of Trustees approve the hiring of Higginson+Cartozian Architects, Inc. for Minor Capital and Remodel/Alteration Projects.

The contract period will be from February 23, 2005 through February 28, 2006. A 6% fee will be charged against each individual project plus reimbursable expenses. Funds were allocated for these projects in the approved 2004-2005 budget.

Recommended Action: It is recommended that the Board of Trustees approve hiring Higginson+Cartozian Architects, Inc., and authorize the Vice Chancellor, Administration and Finance, to sign the contract.

Salvatore G. Rotella Chancellor

Prepared by: Aan Tan

Associate Vice Chancellor,

Facilities

higginson+cartozian architects, inc.

architecture*planning*design david nigginson, architect danyi k, cartozan

PROPOSAL/CONTRACT TO PROVIDE ARCHITECTURAL SERVICES

To: Riverside Community College 3845 Market Street Riverside, Ca 92501

Project:

Miscellaneous Minor Capitalization Projects

Description of Proposed Development

Miscellaneous projects as determined by Facilities/Maintenance Staff

Scope of Services

 Design, Design Development, Construction Documents and Construction Observation. [Architectural, Mechanical, Electrical, Structural and Civil Engineering]

I SERVICES TO INCLUDE

A. Planning and Design Phase:

- Higginson+Cartozian Architects, Inc. shall review the program furnished by the client to ascertain the requirement of the project and shall confirm such requirements with governing agencies and client for design concepts and approvals.
- Development and preparation of schematic design studies, floor plans, and interior elevations, for client's review and approval.
- Preparation of design drawings consisting of floor plans, and building elevations, to describe the size, scope, components and character of the entire project, for governing agencies submittal/review.
- Assist client in processing of Design Documents through the Governing Agency.
- 5. Prepare probable cost estimate.

B. Design Development, and Construction Document Phase:

 Design development of building floor plans, interior elevations and structural concept drawings and details from preliminary designs, for client's approval.

Implementation of city, county, state, planning and fire department

requirements.

 Development and preparation of construction documents, consisting of drawings, structural calculations, and details as required for the construction and building permits.

4. Assist client with Development of Specifications.

Required corrections and coordination with governmental agencies for approvals and building permits.

Onsite assistance and observation as needed to assist in construction and completion of the project.

 Assist the client during project bidding to determine "or-equal" and status of products. Prepare addendum as needed to clarify certain aspects or questions which may arise during bidding.

 Assist client in filing the required documents for approval of governing agencies having jurisdiction of the project for building permits. (Actual filing by client.)

II MISCELLANEOUS SERVICES

 Site surveys and availability of utilities, site and street improvements, tract & condo maps, grading and utility plans. (Utilities to be provided within 5' of Structures.)

Client requested revisions during the preparation of construction drawings upon design development approvals.

Acoustical analysis and environmental impact studies.

Geotechnical investigation report (soils).

5. Fire sprinkler design and calculations if required.

Signage design.

Providing financial feasibility or other special studies.

 Providing detailed estimates of construction cost or detailed quantity surveys or inventories of material, equipment and labor.

- Making revisions in drawings, specification or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond architect's control.
- Providing any other service not otherwise included in this
 agreement or not customarily furnished in accordance with
 generally accepted architectural practice.

Printing, reproductions and photography of design documents.
 Billed @ Cost + 15%.

 Landscape design, irrigation plans, hardscape plans, planting plans, site lighting and master site planning.

- 13. Construction contract administration.
- Post construction services.
- 15. Other services not related to design processing.
- 16. Construction bid coordination.
- Governmental processing for approvals.
- Prefab, truss calculations and design if utilized (to be provided by manufacturer).
- 19. Fire hydrant (fire flow calculations).
- As-built drawings. (record drawings)
- 21. Preparation of Construction change orders.
- 22. 3-D renderings.

III PROPOSED FEES

Fee to be based on a percentage of the construction cost, which is set at six percent (6%) of the final cost of construction for each project.

For services of mechanical, acoustical, electrical, civil, structural, and landscape architectural services, client will be billed at Architects direct cost +15%.

IV METHOD OF PAYMENT To be billed at appropriate phases of completion.

V CONDITIONS OF AGREEMENT

- The client shall designate, when necessary, a representative authorized to act in his behalf with respect to the project. The client shall examine documents submitted by the architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the services.
- 2. Client and design professional have discussed their risks, rewards, and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the client agrees that to the fullest extent permitted by law, design professional's total liability for damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of this agreement. Such causes include, but are not limited to, design professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- The client shall furnish as-built drawings or a certified land survey of the site giving as applicable, grades and lines of streets, alleys, pavements, and adjoining property; rights-ofway, restrictions, boundaries and contours of site; locations, dimensions, and complete data pertaining to existing building, other improvements and trees; and full information concerning

- available service and utility lines both public and private, above and below grade (civil engineering).
- The following is <u>required to complete the agreement</u> in the designated time frame:
 - i. Not applicable
- To commence drawings and submit documents to the building department, item #3 under "Conditions of Agreement" must be completed by client.
- Written authorization must be obtained from client before commencing services beyond agreement.
- 7. The architect has not been retained or compensated to provide design and construction review services pertaining to the contractor's safety precautions or to means, method, techniques, sequences or procedures required for the contractor to perform his work; omitted services include, but are not limited to shoring, scaffolding, underpinning, or temporary bracing.
- 8. The design professional shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the contract documents. It is agreed that this agreement does not extend to or include the review or site observation of the contractor's work or performance; the client will defend, indemnify and hold harmless the architect from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising or alleged to have risen from the contract's performance or the failure of the contractor's work to conform to the design intent and the contract amount.
- The architect's work shall be based on information supplied to him by the client or at the client's direction. The architect shall not be held responsible for accuracy of the information or omission of pertinent information.
- 10. Shall any party bring legal action to enforce any provision of the agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.
- 11. Modifications shall be held to the design development of conceptual designs and revisions during the construction drawings phase will be an additional cost to the client at the hourly rates listed above.
- 12. If the project is suspended for more than three months or abandoned in whole or in part, the architect shall be paid compensation for services performed prior to receipt of written notice from client of such suspension or abandonments,

together with reimbursable expenses then due and all termination expenses resulting from such suspension or abandonment. If the project if resumed after being suspended for more than three months, the compensation shall be subject to renegotiation.

13. Payments due under this agreement shall bear interest at the legal rate commencing forty-five (45) days after the date on invoice (currently 1.5% monthly). Progress will cease on the project and no plans will be disbursed until outstanding financial obligations are resolved.

14. Without the receipt of payment within thirty (30) days of invoice date, work will cease on the project and no plans will be disbursed until financial obligations are resolved.

15. The architect will diligently pursue the approval of the project through the governmental process to the best of its abilities. It is agreed that the architect cannot guarantee governing agencies approvals of development due to the nature of politics involved and shall not be held responsible for denials.

16. Severability. In the event that any provision of this agreement shall be held invalid, illegal, or unenforceable, such provision shall not affect in any respect whatsoever the validity of any other provision of this agreement, and this agreement shall be interpreted and enforced as if the invalid provision did not exist.

17. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the client and the design professional agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbonding mediation unless the parties mutually agree otherwise.

The client and the design professional further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

18. The client and the architect, respectively, bind themselves, their partners, successors, assigns and legal representative to the other party to this agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all of provisions of this agreement. Neither the client nor the architect shall assign, sublet or transfer any interest in this agreement without the written consent of the other.

19. The client and the design professional agree that any CADD documents prepared by either party shall be in AutoCad 2000. The electronic files submitted by the design professional to the client are submitted for an acceptance period of 15 days. Any defects the client discovers during this period will be reported to the design professional and will be corrected as part of the Design Professional's Basic Scope of Services. Corrections of defects detected and reported after the acceptance period will be compensated for as Additional Services.

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the Design Professional as instruments of service.

other documents, including all documents on electronic media, prepared by the Design Professional as instruments of service shall remain the property of the Design Professional. The client agrees to waive any claim against the Design Professional arising from any unauthorized reuse or modification of the plans and specifications.

In addition, the client agrees to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any reuse or modification of the plans and specifications by the client or any person or entity which acquires or obtains the plans and specifications from or through the client without the prior written authorization of the Design Professional. The Design Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Design Professional be liable for any loss of profit or any damages.

20. Standard of Care. Services provided by the Design Professional under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

VI TERMINATION OF AGREEMENT

- 21. This agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 22. On the event of termination due to the fault of parties other than the architect, the architect shall be paid his compensation for services performed to termination date, including reimbursable expenses due and all termination expenses.
- Termination expenses are defined as reimbursable expenses directly attributed to termination, plus an amount computed as

a percentage of the total compensation earned to the time of termination.

	Extent	of.	Aar	een	nent:
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This agreement represents the entire and integrated agreement between the client and the architect and supersedes all prior negotiation, representation or agreement, either written or oral. This agreement may be amended only by written instrument signed by both parties.

Proposal/Contract prepared by:	
1 Dailthis	November 17, 2004
David Higginson, AIA, CEO HIGGINSON+CARTOZIAN ARCHITECTS, INC. 1455 Park Avenue Redlands, California 92373 (909)793-3100	Date
Proposal/Contract accepted by:	
RIVERSIDE COMMUNITY COLLEGE 3845 Market Street Riverside, California 92501	Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT PLANNING AND DEVELOPMENT

Report No.: V-B-2 Date: February 22, 2005

Subject: Agreement to Hire KCT Consultants, Inc. for the March Education Center Parking

Lot Addition

<u>Background</u>: Facilities and Planning is requesting Board of Trustees approval to hire KCT Consultants, Inc. for engineering and design of a parking lot, to include lights and consist of 33 parking stalls, to be constructed in a vacant field next to March Education Center that houses the EMT Program. Engineering and design work will be for the period February 23, 2005 through project completion at a cost of \$12,000 plus reimbursable expenses. This project was approved at the August 10, 2004 Board meeting, (Board Report No. V-B-3) and funding will come from the \$24,246.16 received from the March Joint Powers Authority to pay for additional parking spaces.

Recommended Action: It is recommended that the Board of Trustees approve hiring KCT Consultants, Inc. for engineering and design services for the parking lot addition at March Education Center (MEC) beginning February 23, 2005 through project completion for a cost of \$12,000 plus reimbursable expenses, and authorize the Vice Chancellor, Administration and Finance, to sign the contract.

Salvatore G. Rotella Chancellor

Prepared by: Aan Tan

Associate Vice Chancellor,

Facilities



KCT CONSULTANTS, INC.

Quality People Providing Quality Professional Services to Quality Clients

Fax Transmittal

Civil Engineers

Surveyors

Planners

4344 Latham St.

Suite 200

Riverside, CA

92501

P.O. Box 5705

Riverside, CA

92517-5705

Ph: 951/341-8940

Fax: 951/341-8945

kctino@kctconsultants.com

Dale Barajas To:

Riverside Community College District E-mail: mario@kctconsultants.com Firm:

951-571-6172 Fax:

951-571-6113 Phone:

From: Mario A. Martinez

Date: December 23, 2004

Project No.: Proposal

Total Pages: 5, including cover

Subject: Parking Lot Addition - March Air Force Base Moreno Valley

Dear Dale,

Attached for your approval is the Engineering Services Proposal for the new parking lot at March Air Force Base.

Should you have any questions or require additional information, please do not hesitate to contact me (ext. 229) at (951) 341-8940.

p.s. I will be out on vacation until Monday Jan. 3, 2005.

Sincerely,

Mario A. Martinez Project Manager

Exhibit "A"

ENGINEERING SERVICES PROPOSAL

for

PARKING LOT ADDITION

March Air Force Base - Moreno Valley

December 22, 2004

SCOPE OF SERVICES

Phase I. Preliminary Engineering Services

1. Field Survey

Perform a field topographic survey and locate existing utility structures such as sewer manholes, water meters, electrical vaults, gas valves, cable TV risers, etc. Existing buildings, retaining walls, trees and shrubs, etc. in the project vicinity will also be located. A base map will be produced with a 1' contour interval at a scale appropriate for this type of project, in AutoCAD (R2000) format. The site boundary will be plotted from record data.

2. Utility and Record Document Research

Research available public agency records for reference documents needed. These include parcel maps, easement documents, street improvement plans, site plans, etc. Also, obtain facilities maps from utility purveyors in the project vicinity. The client should supply a title report, if available, as part of this task.

3. Meetings and Coordination

Provide preliminary design phase coordination and attend meetings with the client and other consultants, as required. It is assumed that the client will coordinate with the County of Riverside, if required, to review design considerations.

Phase II. Final Engineering Services

Grading and Drainage Plan
 Prepare construction drawings for the parking lot site. Plan will show vertical control of proposed parking lot layout, and surface facilities. A dimensioned horizontal control plan

will also be prepared based on the site criteria provided by the client.

3. Electrical Plan

Electrical plans and specifications to provide power to the proposed parking lot lighting will be prepared by Doby Engineering, as a subconsultant to KCT.

3. Specifications

KCT will prepare specifications for grading, paving, drainage, and lighting in accordance with RCC standards, utilizing "boiler plate" specifications.

4. Meetings, Coordination, and Processing

Provide final design phase coordination with the client and subconsultants, as required. Attend final design phase meetings and site visits.

Phase III. Construction Coordination Services

1. Construction Coordination

Provide construction coordination services. Attend pre-construction meeting, periodic site visits during construction, and issue rough and final grade certifications as required by RCC.

Exhibit "A"

FEE SCHEDULE

Phase I. Preliminary Engineering Services

1. Field Survey		\$ 3,200
2. Utility and Record Document Research		\$ 1,000
3. Meetings and Coordination		\$ 500 (*)
	Subtotal	\$ 4,700

Phase II. Final Engineering Services

1. Parking Lot Grading and Drainage Plan	\$	3,000
2. Electrical Plan	\$	2,000 (+)
3. Specifications	\$	800
4. Meetings, Coordination, and Processing	\$	500 (*)
	ubtotal \$	6,300

Phase III. Construction Coordination Services

1. Construction Coordination		\$ 1,000 (*)
	Subtotal	\$ 1,000
	TOTAL	\$ 12,000

- (*)Indicates tasks to be performed on an hourly basis according to the attached Standard Schedule of Hourly Rates. The initial budget shown will not be exceeded without client authorization. All other tasks are to be performed for the fixed fee amounts shown.
- (+) This fee is assuming that we can connect to an existing building service. If we can not connect to an existing building service, the fee will be \$3,000.

The above fees include all labor, plotting materials, and incidental expenses such as postage and telephone calls. Reimbursable expenses such as special shipping charges (e.g. Federal Express, UPS, etc.), blueprinting and other reproduction costs, vehicle mileage, materials used, and subcontracted work, if any should become necessary, will be billed at cost plus ten percent (10%). All work and expenses will be invoiced on a monthly basis, with payment due in 30 days. Any extra work requested will be billed in accordance with the attached Standard Schedule of Hourly Rates. All application, plan check, and permit fees are to be paid by the client.

Exhibit "A"

ASSUMPTIONS AND CLARIFICATIONS

- 1. A title report is to be provided by the client prior to starting work.
- 2. This proposal does not include the following services:
 - · Applications or permits from governing agencies.
 - Geotechnical engineering.
 - Engineering and processing for off-site improvements.
 - · Engineering and processing for retaining walls or other structures.
 - · Engineering and processing for underground drainage facilities.
 - · Hydrology and hydraulics.
 - Fire protection system design and fire flow demand calculations.
 - Boundary surveys or monumentation.
 - Construction inspection.
 - · Construction staking.

RIVERSIDE COMMUNITY COLLEGE DISTRICT PERSONNEL AND LABOR RELATIONS

Report No.: V-C-1 Date: February 22, 2005

Subject: Agreement with Burke, Williams and Sorensen, LLP

<u>Background</u>: Attached for the Board's review and consideration is a attorney agreement between Riverside Community College District and Burke, Williams and Sorensen, LLP to provide legal services to the District, including the facilitation of a legal workshop on How to Manage Effectively in a Collective Bargaining Environment on March 30, 2005 from 1:30 p.m. to 4:30 p.m. The workshop will be attended by administrative personnel of Riverside Community College District. Funding source: General Fund.

The attorney identified in this contract does not make or participate in the making of decisions that may forseeably 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.

<u>Recommended Action</u>: It is recommended the Board of Trustees approve the agreement between Riverside Community College District and Burke, Williams and Sorensen, LLP for Legal Services to the District, including the Facilitation of a Legal Workshop on How to Manage Effectively in a Collective Bargaining Environment on March 30, 2005, for an amount not to exceed \$500.00.

Salvatore G. Rotella Chancellor

Prepared by: Rosella Marilao

Associate Vice Chancellor, Human Resources

AGREEMENT BETWEEN BURKE, WILLIAMS and SORENSEN, LLP AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 23rd day of February, 2005 by and between BURKE, WILLIAMS and SORENSEN, LLP hereinafter referred to as "Attorney" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

- 1. The Attorney agrees to provide legal services to the District, including the facilitation of a legal workshop on how to manage effectively in a collective bargaining environment on March 30, 2005.
- 2. The services outlined in Paragraph 1 will be provided at Riverside Community College. The District shall provide the Attorney adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1.
- 3. The services rendered by the Attorney, as a consultant, are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
- 4. Payment in consideration of this agreement shall not exceed \$500.00 of which the full amount is payable upon delivery of services.
- 5. Attorney 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 Attorney. The District shall hold harmless, indemnify and defend the Attorney against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 6. Attorney 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 23rd day of February 2005.

Burke, Williams and Sorensen, LLP	Riverside Community College District
Jack Lipton, Esquire	James L. Buysse
Equity Partner	Vice Chancellor,
	Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT PERSONNEL AND LABOR RELATIONS

Report No.: V-C-2 Date: February 22, 2005

Subject: Regulations for Policy 4026 - Confidential Classified Employees Salary Schedule

<u>Background</u>: It was recently discovered that an automated process used to calculate the Confidential Classified Employees Salary Schedule had dropped decimal places from the calculation, thereby creating rounding differences within the salary schedule. Because the rounding differences have caused range and step percentage changes within the schedule to be slightly less than anticipated for confidential employees, staff has taken action to correct the automated process, revise the Confidential Classified Employees Salary Schedule effective July 1, 2004, and determine any retroactive compensation due to confidential employees.

<u>Recommended Action</u>: It is recommended the Board of Trustees approve revisions to Regulations for Policy 4026 – Confidential Classified Employees Salary Schedule effective July 1, 2004.

Salvatore G. Rotella Chancellor

<u>Prepared by</u>: Rosella Marilao

Associate Vice Chancellor, Human Resources

RIVERSIDE COMMUNITY COLLEGE DISTRICT

REGULATIONS FOR POLICY 4026 CONFIDENTIAL CLASSIFIED EMPLOYEE SALARY SCHEDULE Effective July 1, 2004

Range									
Number	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	\$2,389	\$2,508	\$2,634	\$2,765	\$2,904	\$2,976	\$3,051	\$3,127	\$3,205
2	\$2,448	\$2,571	\$2,699	\$2,834	\$2,976	\$3,051	\$3,127	\$3,205	\$3,285
3	\$2,510	\$2,635	\$2,767	\$2,905	\$3,051	\$3,127	\$3,205	\$3,285	\$3,367
4	\$2,572	\$2,701	\$2,836	\$2,978	\$3,127	\$3,205	\$3,285	\$3,367	\$3,451
5	\$2,637	\$2,769	\$2,907	\$3,052	\$3,205	\$3,285	\$3,367	\$3,451	\$3,538
6	\$2,703	\$2,838	\$2,980	\$3,129	\$3,285	\$3,367	\$3,451	\$3,538	\$3,626
7	\$2,770	\$2,909	\$3,054	\$3,207	\$3,367	\$3,451	\$3,538	\$3,626	\$3,717
8	\$2,839	\$2,981	\$3,131	\$3,287	\$3,451	\$3,538	\$3,626	\$3,717	\$3,810
9	\$2,910	\$3,056	\$3,209	\$3,369	\$3,538	\$3,626	\$3,717	\$3,810	\$3,905
10	\$2,983	\$3,132	\$3,289	\$3,453	\$3,626	\$3,717	\$3,810	\$3,905	\$4,003
11	\$3,058	\$3,211	\$3,371	\$3,540	\$3,717	\$3,810	\$3,905	\$4,003	\$4,103
12	\$3,134	\$3,291	\$3,456	\$3,628	\$3,810	\$3,905	\$4,003	\$4,103	\$4,205
13	\$3,213	\$3,373	\$3,542	\$3,719	\$3,905	\$4,003	\$4,103	\$4,205	\$4,310
14	\$3,293	\$3,458	\$3,630	\$3,812	\$4,003	\$4,103	\$4,205	\$4,310	\$4,418
15	\$3,375	\$3,544	\$3,721	\$3,907	\$4,103	\$4,205	\$4,310	\$4,418	\$4,529
16	\$3,460	\$3,633	\$3,814	\$4,005	\$4,205	\$4,310	\$4,418	\$4,529	\$4,642
17	\$3,546	\$3,723	\$3,910	\$4,105	\$4,310	\$4,418	\$4,529	\$4,642	\$4,758
18	\$3,635	\$3,817	\$4,007	\$4,208	\$4,418	\$4,529	\$4,642	\$4,758	\$4,877
19	\$3,726	\$3,912	\$4,108	\$4,313	\$4,529	\$4,642	\$4,758	\$4,877	\$4,999
20	\$3,819	\$4,010	\$4,210	\$4,421	\$4,642	\$4,758	\$4,877	\$4,999	\$5,124
21	\$3,914	\$4,110	\$4,315	\$4,531	\$4,758	\$4,877	\$4,999	\$5,124	\$5,252
22	\$4,012	\$4,213	\$4,423	\$4,645	\$4,877	\$4,999	\$5,124	\$5,252	\$5,383
23	\$4,112	\$4,318	\$4,534	\$4,761	\$4,999	\$5,124	\$5,252	\$5,383	\$5,518
24	\$4,215	\$4,426	\$4,647	\$4,880	\$5,124	\$5,252	\$5,383	\$5,518	\$5,656
25	\$4,321	\$4,537	\$4,763	\$5,002	\$5,252	\$5,383	\$5,518	\$5,656	\$5,797
26	\$4,429	\$4,650	\$4,883	\$5,127	\$5,383	\$5,518	\$5,656	\$5,797	\$5,942
27	\$4,539	\$4,766	\$5,005	\$5,255	\$5,518	\$5,656	\$5,797	\$5,942	\$6,090
28	\$4,653	\$4,885	\$5,130	\$5,386	\$5,656	\$5,797	\$5,942	\$6,090	\$6,243
29	\$4,769	\$5,008	\$5,258	\$5,521	\$5,797	\$5,942	\$6,090	\$6,243	\$6,399
30	\$4,888	\$5,133	\$5,389	\$5,659	\$5,942	\$6,090	\$6,243	\$6,399	\$6,559
31	\$5,011	\$5,261	\$5,524	\$5,800	\$6,090	\$6,243	\$6,399	\$6,559	\$6,723
32	\$5,136	\$5,393	\$5,662	\$5,945	\$6,243	\$6,399	\$6,559	\$6,723	\$6,891

- 1. The rules of computing the salary amounts are as follows:
 - a. Each salary range, 1 through 32, shall increase by at least 2.5%
 - b. Each salary step, 1 through 5, shall increase by at least 5%. A change in step placement through step 5 shall be provided annually to employees.
- 2. The month in which a change of salary step placement is effective shall be in accordance with the provisions of Section II, 300, of the Confidential Classified Employees Handbook.
- 3. Eligibility for longevity steps 6, 7, 8, and 9, shall be as follows:
 - a. Employees who have completed 10 years of service in the District shall be eligible for Step 6. Such step to be 2 1/2 % above step 5.
 - b. Employees who have completed 14 years of service in the District shall be eligible for Step 7. Such step to be 2 1/2 % above step 6.
 - c. Employees who have completed 19 years of service in the District shall be eligible for Step 8. Such step to be 2 1/2 % above step 7.
 - d. Employees who have completed 25 years of service in the District shall be eligible for Step 9. Such step to be 2 1/2 % above step 8.

RIVERSIDE COMMUNITY COLLEGE DISTRICT FINANCE AND AUDIT

Report No.: V-D-1 Date: February 22, 2005

Subject: Change Order No. 1 – Martin Luther King High-Tech Center Roof Replacement

<u>Background</u>: On November 16, 2004 the Board of Trustees awarded a bid to Cabral for the Martin Luther King High-Tech Center Roof Replacement, Riverside Campus for the contract amount of \$244,862.00. The contractor discovered loose and deteriorated pipe joint sealant and damaged sink basins, and it was necessary for Cabral Roofing to make the necessary repairs. This repair will increase the contract cost by \$6,900.00, bringing the total to \$251,762.00. Funds were allocated and approved for this project at the October 19, 2004 Board meeting (Report No. V-D-4).

Recommended Action: It is recommended that the Board of Trustees approve Change Order No. 1 Cabral Roofing for the Martin Luther King High-Tech Center Roof Replacement project for an increase of \$6,900.00, bringing the total cost to \$251,762.00, and authorize the Vice Chancellor, Administration and Finance, to sign the Change Order.

Salvatore G. Rotella Chancellor

Prepared by: Aan Tan

Associate Vice Chancellor,

Facilities



10p #	04-400	
Rep:	Tim Cabral	

Change Order No.	#1

Additional Work Authorization

Owner: RIVERSIDE COMMUNITY COLLEGE DIST

Address: 4800 MAG RIVERSID	NOLIA AVE E CA 92506	
Project: MLK LIBR Address: 4800 MAG		Existing Contract No.
	E CA 92506	Existing Contract No.
		12/1/2004 Date of existing contract:
		Date of existing contract,
You are hereby author	ized to perform the following specificall	ly described additional work:
Install approximately 5	00SF plywood decking on existing oper	nings. \$500.00
Rework (12) newly inst	alled roof drains @ \$250.00 each.	\$3,000.00
Flash in (8) curbs (4) w	ith hypalon.	\$2,200.00
install (6) new lead flas	hing and strip in @ \$200.00 each.	\$1,200.00
-		
Additional Change f	or above work is: Total \$8,900.00	
Payment will be made	as follows:	
Above additional work to be perfe	ormed under serve conditions as specified in original o	contract unless otherwise-africulated.
Date:	Authorizing Signature	
We hereby acree to furnish lab		(bwner's signature)
	or and materials complete in accordance with above	e specifications, at above price
Date: 20-Jan-05	Authorizing Signature	hi Carax
		(contractor's signature)

Form 40

RIVERSIDE COMMUNITY COLLEGE DISTRICT FINANCE AND AUDIT

Report No.: V-D-2 Date: February 22, 2005

Subject: Norco Campus – Waste Profile Sheet, Terms and Conditions

<u>Background</u>: Corona/Norco Unified School District, which is currently preparing to build the Kennedy Middle College High School at the Norco Campus, found contaminated soil on the school site which must be removed. The School District will be fully responsible for the financing and the removal of the soil.

Riverside Community College District is being asked to provide authorization for the soil removal by executing the attached "Waste Profile Sheet." The terms and conditions therein define responsibility for the remover/contractor, Doja, Inc., and RCCD as the generator. The waste management will be handled by Chemical Waste Management, Inc.

<u>Recommended Action:</u> It is recommended that the Board of Trustees authorize the signing of the attached Waste Profile Sheet by the Vice Chancellor, Administration and Finance.

Salvatore G. Rotella Chancellor

Prepared by: Aan Tan

Associate Vice Chancellor,

Facilities

Profile Number:	_ALR011705	
Expiration Date:	12/31/05	

INITIAL_

WASTE PROFILE SHEET TERMS & CONDITIONS

Service Agreement on F					dendum Attac	
Yes 🗆 No	This form is to be used to comply with the requirement	s of governm	ertal waste screening criteria.	☐ Yes [1 NO	
Waste Generator Info	rmation:	2 5	SIC Code:			
	e:_Riverside Community College District		Site City:Norco			
Service and Application of the Company of the Compa	heast corner of 3 rd Street & Campus Dr		Site Country:Riverside_			
	7. Zip Code: _92860-2600		Site Phone:951-372-7040			
	Federal ID#NA					
	Doja, Inc., George Jaber		Customer Phone:626-36			
12. Customer Contact:		13.	Customer FAX:626-36	9-6193		
3. Waste Stream Infor	AWAREN CO.	ISS C	DEAST WELVEST		2 1 71	
 Waste Description, Soil 	Category : non Hazardous/Non Designated	2.	State Waste Code:	NA		
3. Process Generating	Waste: _Soil Remediation for School Develo	pment				
	er Station: _Azusa Land Reclamation		5. Shipping Method:			
6. Estimated Quantity	(Weight & Vol.) :5000 tons		per X Job	☐ Year [Other	
	_Jan - Feb 2005					
	e Equipment Requirements:NA					
	of Transportation (USDOT) Hazardous Materia		10. Reportable Quantity:			
11 Horard Class / I D.	#:NA		12. Shipping Name: Non Hi	azardous/non	designated so	il
	formation is attached. Indicate the number					
	cation (Please check appropriate responses) sign and date			3 (3)		
				Yes	No	
Is the waste repres Canadian, Mexican	sented by this waste profile sheet a "Hazardous n, State, or Provincial regulation?	s Waste*	as defined by USEPA,		×	
2. Does the waste rep	to the state of the second contain of					
regulated concents	presented by this waste profile sheet contain nations of Polychlorinated Biphenyls (PCBs)?	egulatéd i	adioactive material or		×	
regulated concentr	presented by this waste profile sheet contain in rations of Polychlorinated Biphenyls (PCBs)? rofile sheet and all attachments contain true an			×	x	
3. Does this waste pr waste material?	rations of Polychlorinated Biphenyls (PCBs)? rofile sheet and all attachments contain true and arrows within the possession of the General	nd accurat	e descriptions of the			
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regulated concentr 3. Does this waste pr waste material? 4. Has all relevant into or suspected haza 5. Is the analytical da with 40 CFR 261.2 6. Will all changes th disclosed to the C D. WM Management*	rations of Polychlorinated Biphenyls (PCBs)? rofile sheet and all attachments contain true ar formation within the possession of the General rds pertaining to the waste been disclosed to to ata attached hereto derived from testing a repre- 20(c) or equivalent rules? hat occur in the character of the waste be ident contractor prior to providing the waste to the Co	tor and Ci the Contri esentative lifted by th ontractor?	te descriptions of the stromer regarding known actor? e sample in accordance se Generator and	x x x	_ _ _	□ N/A
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TERMS AND CONDITIONS

- 1. ACCEPTABLE WASTE. Customer shall deliver and Company shall accept for disposal or other management purpose only Acceptable Waste. As used herein, "Customer" shall mean both Customer and Generator listed on the reverse hereof. Customer shall deliver the full quantity of Acceptable Waste generated and/or handled by Customer as estimated on the reverse hereof. Acceptable Waste means and includes only such waste as is described on the reverse and which is approved and permitted for management at the Designated Facility listed on the reverse, and shall not include any Nonconforming Waste. As used herein, Nonconforming Waste means waste that: (a) is not in conformance with the description and/or estimated quantity of the waste set forth on the reverse; (b) is or contains any infectious waste, or radioactive, volatile, corrosive, highly flammable, explosive, biomedical, biohazardous material or hazardous, dangerous, or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on the reverse; or (c) is prohibited from being received, managed or disposed of at the Designated Facility by federal, state or local law, regulation, rule, code, ordinance, order, permit or permit condition;
- 2. REPRESENTATIONS & WARRANTIES. Customer represents and warrants that: (a) the description of the waste set forth on the reverse hereof is true and correct in all material respects; (b) all waste delivered to the Designated Facility by Customer shall be Acceptable Waste as defined above and shall not be or contain Nonconforming Waste; (c) Customer shall, and shall cause any carrier with which it contracts to, handle and transport the waste in a safe and workmanlike manner in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations; and (d) Customer has advised its drivers of Company's prohibition on delivery of Nonconforming Waste, of the definitions and listing of hazardous waste and hazardous substances under applicable federal and state law and regulations and of the definition of Acceptable Waste herein. Company represents and warrants that it shall manage the Acceptable Waste in a safe and workmanlike manner in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations.
- 3. WASTE REJECTION. Company may inspect, analyze or test any waste delivered by Customer and/or may reject, refuse or revoke acceptance of any waste if, in the opinion of Company, the waste or tender of delivery fails to conform to or Customer fails to comply with the terms of this Agreement, including by delivery of Nonconforming Waste. Company may also reject any waste which (a) Company reasonably believes would, as a result of or upon applicable to the Designated Facility; or (b) in Company's opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Company or Customer to potential liability. Company also shall have the right to refuse to accept or to reject any Acceptable Waste in the event of Customer's failure to pay fees owed by Customer hereunder. In the event Company rejects or revokes acceptance of waste hereunder, Customer shall, at its sole cost, immediately remove or arrange to have the rejected waste removed from Company's control or property. Customer shall pay and/or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.
- 4. SPECIAL HANDLING; TITLE. If Company elects, in its sole discretion, to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage such Nonconforming Waste in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional fees associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of Acceptable Waste shall transfer to Company upon its final acceptance of Acceptable Waste. Title to, ownership of and liability for Nonconforming Waste shall at all times remain with Customer. Revocation of acceptance by Company shall operate to re-vest all incidents of ownership in Customer.
- 5. INDEMNITY. Each party hereto (the "Indemnitor") hereby agrees to indemnify, hold harmless and defend the other party, and its owners, officers, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees (collectively, "Damages"), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out, including for personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent caused by, or arising from or in connection with the breach of any representations or warranties of the Indemnitor set forth in this Agreement, or any negligent actions or omissions or willful misconduct of the Indemnitor, its employees, officers, owners, directors or agents, or the violation of any law, ordinance or regulation, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended. Such indemnity shall exclude Damages to the extent they arise as a result of any negligent actions or omissions or willful misconduct of the Indemnitees or their employees, officers, owners, directors or agents. The indemnification obligation hereunder shall arise only in excess of any available and collectible insurance proceeds and the Indemnitor shall be liable hereunder to pay only its share of the amount of Damages, if any, that exceeds the total amount that all insurance has paid for the Damages, plus the total of all deductible and self-insured expenses paid under all insurance policies. The obligations in this Section 5 shall survive the performance and termination of this Agreement.
- 6. UNCONTROLLABLE CIRCUMSTANCES; TERMINATION. Except for the obligation to pay fees hereunder, the performance of this Agreement may be discontinued or temporarily suspended by either party, and neither party shall be deemed to be in breach of this Agreement, in the event performance is prevented by a cause or causes beyond the reasonable control of the affected party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, governmental laws (including nuisance), permit conditions, regulations, restrictions (including land use), condition of the waste, injunction or actions or omissions of third party transporters or other contractors, suppliers or vendors. Company may immediately terminate management services hereunder upon written notice to Customer in the event Customer breaches any term, provision or obligation under this Agreement, in which case, Customer shall be liable for and shall pay to Company all costs and losses incurred by Company as a result of or relating to any such termination.
- 7. MISCELLANEOUS. This Agreement shall be governed by the laws of the state in which the Designated Facility is located. Every provision of this Agreement shall be severable. This Agreement represents the entire understanding and Agreement between the parties relating to the management of waste, except that, if the parties, or their parent companies, are parties to a national service agreement, the terms of such national service agreement shall govern over any inconsistent terms in this Agreement. No representations, statements or Agreements, unless agreed to by the parties in writing, shall modify, change, amend or otherwise affect the obligations undertaken in this Agreement. No waiver by either party of any one or more defaults or breaches by the other in the performance of this Agreement shall operate or be construed as a waiver of any future defaults or breaches. Customer may not assign this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.

THIS IS A LEGALLY BINDING CONTRACT. EACH UNDERSIGNED INDIVIDUAL ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ABOVE AND ON THE REVERSE HEREOF AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF CUSTOMER/GENERATOR AND COMPANY. BY SIGNING BELOW, CUSTOMER AND GENERATOR INDICATE A FIRST HAND KNOWLEDGE OF THE WASTE'S CHARACTERISTICS AND CERTIFY THE TRUTH OF THE INFORMATION ON THE REVERSE HEREOF. AGREED TO AS OF THE DATES BELOW.

CUSTOMER:	GENERATOR:	COMPANY:	
(AUTHORIZED SIGNATURE)	(AUTHORIZED SIGNATURE)	(AUTHORIZED SIGNATURE)	
(NAME, TITLE)	(NAME, TITLE)	(NAME, TITLE)	
DATE:	DATE:	DATE:	

RIVERSIDE COMMUNITY COLLEGE DISTRICT FINANCE AND AUDIT

Report No. V-D-3 Date: February 22, 2005

<u>Subject</u>: Award of Bid – Parking Structure, Riverside City Campus

<u>Background:</u> The Riverside Community College District has solicited proposals from prequalified and experienced contractors and developers to both design and construct the Parking Structure. Five companies responded and met the criteria to be qualified for consideration. Each thus received the project manual and specifications to develop and submit a technical proposal which would produce the best overall project for the intended purpose at the lowest cost.

On January 12, 2005, bids were received from three vendors in response to the Invitation to Bid for a Parking Structure. The results were as follows:

	ARB		Bomel
Contractor	Structures, Inc.	Barnhart, Inc.	Construction
Base Bid	\$14,975,500	\$18,227,874	\$13,141,000
Alternate 1	415,000	372,131	182,000
Alternate 2	223,600	1,740,985	269,000
Alternate 3	<u>76,000</u>	162,072	80,000
Total	\$15,690,710	20,503,062	\$13,672,000

Based upon review and evaluation of the technical evaluation criteria, District staff recommends awarding the total bid amount with all alternates for the amount of \$13,672,000 to Bomel Construction. References for Bomel Construction were checked and found to be satisfactory. Funding will come from general obligation bond proceeds budgeted in Resource 4160.

Recommended Action: It is recommended that the Board of Trustees award a bid for the Parking Structure to Bomel Construction in the amount of \$13,672,000 and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella Chancellor

Prepared by: Doretta Sowell

Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT FINANCE AND AUDIT

Report No.: V-D-4 Date: February 22, 2005

Subject: Notice of Completion – Moreno Valley Early Childhood Education Center

<u>Background</u>: On December 6, 2003, the Board of Trustees awarded a contract to douglas e. barnhart, for the Moreno Valley Early Childhood Education Center. The Associate Vice Chancellor of Facilities reports that the project is now complete.

<u>Recommended Action</u>: It is recommended that the Board of Trustees: 1) accept the Moreno Valley Early Childhood Education Center project as complete; 2) approve the execution of the attached Notice of Completion (under Civil Code Section 3093-Public Works) and authorize the Board President to sign the attached notice.

Salvatore G. Rotella Chancellor

Prepared by: Doretta Sowell

Purchasing Manager

To be recorded with County Recorder Backup V-D-4 within 10 days after completion. February 22, 2005 No recording fee. Page 1 of 1 When recorded, return to: James L. Buysse, Vice President Administration and Finance Riverside Community College District 4800 Magnolia Avenue Riverside, CA 92506 NOTICE OF COMPLETION Civil Code § 3093 - Public Works (For Recorder's Use) Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows: Project title or description of work: Moreno Valley Early Childhood Education Center Date of completion: February 22, 2005 Nature of owner: **Public School** Interest or estate of owner: Fee Simple Address of owner: 4800 Magnolia Avenue, Riverside, CA 92506 Name of contractor: douglas e. barnhart, inc. Street address or legal description of site: 16130 Lasselle Street Moreno Valley, CA 92551 Owner: Riverside Community College District Dated: February 22, 2005 (Name of public entity) By: President, Board of Trustees STATE OF CALIFORNIA) ss COUNTY OF RIVERSIDE) I am the President of the governing board of the Riverside Community College District, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read said notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Riverside,	CA or	n February	22, 2005.
Executed at Riverside,	CA or	n February	22, 2005.

President, Board of Truste	es

RIVERSIDE COMMUNITY COLLEGE DISTRICT FINANCE AND AUDIT

Report No. V-D-5 Date: February 22, 2005

Subject: Storm Water Filter Project, Riverside City Campus – Project Budget and Bid

Award

<u>Background:</u> The Storm Water Filter Project was funded by the State as a part of the 2001-02 Hazardous Substance Program in the amount of \$34,946. However, due to the fact that we must incur engineering costs associated therewith as well as cost increases which have occurred since Fiscal '02, we now project a total expenditure of \$42,422. Additionally, the staff recommends a 5.0% contingency (\$2,121) as is typical for all such projects, thereby bringing the budget proposal to \$44,543.

On February 1, 2005, bids also were received from five vendors in response to the Invitation to Bid for this project. The results were as follows:

Contractor	Base Bid	Alternate 1	Total
Atlas-Allied, Inc.	41,300	46,100	87,400
So Cal Pacific Construction	35,750	37,600	73,350
Fleming Environmental, Inc.	26,693	33,658	60,351
ABBCO Plumbing Services	18,994	23,428	42,422
Bonadiman-McCain, Inc.	28,700	18,868	47,568

Based upon review, District staff recommends awarding the total bid amount with Alternate 1. References for the low bidder, ABBCO Plumbing Services, were checked and found to be satisfactory. Funding will come from the State's 2001-02 Hazardous Substance Program and Resource 1000.

Recommended Action: It is recommended that the Board of Trustees approve the Storm Water Filter Project budget in the amount of \$44,543, award the bid for the Storm Water Filter Project, to ABBCO Plumbing Services in the amount of \$42,422 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella Chancellor

Prepared by: Doretta Sowell

Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT FINANCE AND AUDIT

Report No. V-D-6 Date: February 22, 2005

Subject: CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended December 31, 2004

<u>Background</u>: Education Code Section 84040 specifies that financial information be periodically reported to the Board of Governors for the California Community Colleges. To comply with this requirement, the District prepares Form CCFS-311Q – Quarterly Financial Status Report each fiscal quarter for submission to the Chancellor's Office. For purposes of this report, the General Fund includes:

Fund 11 – Unrestricted

Resource 1000 - General Unrestricted

Resource 1010 – Certificates of Participation Clearing

Resource 1080 – Community Education Resource 1090 – Performance Riverside

Resource 1110 – Bookstore (Contractor Operated)

Resource 1170 – Customized Solutions

Fund 12 – Restricted

Resource 1050 – Parking

Resource 1070 – Student Health

Resource 1180 – Redevelopment Pass-Through Resource 1190 – Grants and Categorical Programs

<u>Information Only</u>: Attached for your information is a copy of the CCFS-311Q – Quarterly Financial Status report for the quarter ended December 31, 2004.

Salvatore G. Rotella Chancellor

Prepared by: Aaron S. Brown

Associate Vice Chancellor, Finance



Fiscal Year 2004-2005 District:(960)RIVERSIDE Quarter Ended: (Q2) December 31, 2004

Certified Date: 31-Jan-05 11:07 AM

I. Historical and Current Perspec	tives of General					
Annual		As of June 30 for fiscal year (FY) specified				
		FY01-02	FY02-03	FY03-04	FY04-05	
General Fund Revenues (Objects 81	00, 8600, and 8800)	106,159,710	108,508,808	108,969,571	124,833,469	
Other Financing Sources (Objects 8900) General Fund Expenditures (Objects 1000-6000) Other Outgo (Objects 7100, 7300, 7400, 7500, and 7600)		114,440	2,818,995	2,910,844	2,546,591	
		106,397,064	110,163,718	107,277,651	126,845,260	
		12,024,508	2,272,148	2,264,122	1,098,614	
Reserve for contingency	Unrestricted	0	0	0	5,643,434	
Reserve for contingency	Total	0	0	0	8,566,731	
General Fund Ending Balance	Unrestricted	6,215,673	5,567,529	7,261,554	C	
General Fund Ending Balance	Total	8,799,967	7,691,903	10,030,544	900,000	
Prior-Year Adjustments		0	0	0	(
Attendance FTES		24,466	23,904	23,001	24,542	
Quarter		For the same quarter to each fiscal year (FY) specified				
		FY01-02	FY02-03	FY03-04	FY04-05	
General Fund Cash Balance (Excl	uding investments)	26,011,322	16,325,909	14,362,225	10,543,307	
II. General Fund (Unrestricted and Res	tricted) Year-To-Da	te Revenues ar	nd Expenditure	es:		
•		To	otal Budget (Annual)	Actual (Year-to-Date)	Percentage %	
General Fund Revenues (Objects 8		124,833,469	50,841,718	40.73		
Other Financing Source (Objects 89		2,546,591	2,060,141	80.90		
General Fund Expenditures (Obje			126,845,260	54,129,450	42.67	
Other Outgo (Objects 7100, 7300, 7400,		1,098,614	955,985	87.02		

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)

Contract Period Settled	Mana	gement	Academic	(Certificated)	Clas	ssified
(Specify)	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 bargining agreement.

Benefits			
Contract Period Settled	Management Total	Academic Total	Classified Total
Year 1	0	0	0
Year 2	0	0	0

Backup V-D-6 February 22, 2005 Page 2 of 3 0 0 Year 3 Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves, from cost-ofliving, etc. IV. Did the district have significant events for the quarter(include incurrence of long-term debt, settlement of audit citings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANs), issuance of COPs, etc.) Yes No 6 If yes, list events and their financial ramifications.(Include additional pages of explanation if needed.) V. Does the district have significant fiscal problems that must be addressed this year? Yes C No 6 Next year? Yes O 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 To the best of my knowledge, the data contained in this report are correct. I further certify that this this report are correct. 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. Date District Superintendent Date District Chief Business Officer Quarter Ended: (Q2) December 31, 2004 **Governing Board Meeting Date**

RIVERSIDE COMMUNITY COLLEGE DISTRICT COMBINED GENERAL FUNDS REVENUE AND EXPENDITURE REPORT FOR THE PERIOD ENDED DECEMBER 31, 2004

<u>Cash Position</u>	YTD Activity
Beginning Cash, July 1, 2004	7,842,244
Accounts Receivable Collections	6,919,429
Accounts Payable Payments	(3,593,395)
Revenue and Other Financial Sources	47,580,010
Expenditures and Other Outgo	(48,204,981)
Ending Cash, December 31, 2004	\$ 10,543,307

dget Status	Adopted Revised Budget Budget		YTD Activity		
Revenues	-	<u> </u>	 		
Federal	\$	9,871,246	\$ 10,031,946	\$	1,250,235
State		66,683,470	66,686,631		30,775,934
Local		48,095,892	48,114,892		18,815,548
Total Revenues		124,650,608	 124,833,469		50,841,718
Other Financing Sources		2,546,591	 2,546,591		2,060,141
Total Revenues/Other Sources		127,197,199	127,380,060		52,901,858
Expenditures					
Academic Salaries		51,031,541	50,786,788		23,322,039
Classified Salaries		28,857,238	28,969,146		13,174,801
Employee Benefits		21,691,167	21,939,593		8,551,193
Materials & Supplies		3,200,937	3,275,494		1,008,897
Services		17,243,864	17,259,875		6,299,442
Capital Outlay		4,635,652	4,614,364		1,773,078
Total Expenditures		126,660,399	 126,845,260		54,129,450
Other Outgo		1,098,614	1,098,614		955,985
Total Expenditures and Other Outgo		127,759,013	 127,943,874		55,085,435
Revenues Over (Under)			 		_
Expenditures		(561,814)	(563,814)		(2,183,577)
Beginning Fund Balances		10,030,544	10,030,545		10,030,545
Ending Fund Balances	\$	9,468,730	\$ 9,466,731	\$	7,846,968
Contingency					
Unrestricted		5,645,433	5,643,434		5,463,411
Restricted		2,923,297	2,923,297		1,483,557
Reserve		900,000	900,000		900,000
Total Contingency/Reserve	\$	9,468,730	\$ 9,466,731	\$	7,846,968

RIVERSIDE COMMUNITY COLLEGE DISTRICT CHANCELLOR'S OFFICE

Report No.: II-B Date: February 22, 2005

Subject: Public Hearing – Riverside Community College Classified Employees,

Chapter #535, California School Employees Association 2005 Contract

Proposal

<u>Background</u>: A public hearing is being called regarding the attached, Notice of Intent to Negotiate Entire Contract Initial Proposal for 2005 Contract Negotiations submitted by the Riverside Community College Classified Employees, Chapter #535, California School Employees Association.

Recommended Action: It is recommended the Board of Trustees announce the public hearing and accept the initial proposal for 2005 contract negotiations from Riverside Community College Classified Employees, Chapter #535, California School Employees Association.

Salvatore G. Rotella Chancellor

Prepared by: Rosella Marilao

Associate Vice Chancellor, Human Resources

January 5, 2005

Rosella Marilao, Associate Vice President Human Resources Riverside Community College District 3845 Market Street Riverside, CA 92501

REGARDING: Notice of Intent to Negotiate Entire Contract Initial Proposal for 2005 Contract Negotiations

Dear Rosella:

In accordance with Article XXVII (Duration and Termination) of the Agreement between Riverside Community College District and CSEA Chapter #535, this letter serves as the Association's intent to negotiate the entire contract ending June 30, 2005.

Our initial proposal is as follows:

ARTICLE XIV (Salaries):

- On Schedule Salary increase for classified bargaining unit members.
- Revise the Salary Schedule for Classified Employees (Hourly Rates) to reflect the correct calculation as stated in the Fair Labor Standards Act (FLSA).

ARTICLE VII (Association Dues and Payroll Deduction):

- <u>Modify existing language to reflect a requirement for CSEA membership or a representational fee to CSEA.</u>
- <u>Include a new subsection to reflect the cost of RCCD parking permits for classified</u> bargaining unit members.

ARTICLE VI (Association Rights)

- Establish the use for an electronic bulletin board for ALL classified bargaining unit members.
- <u>Increase the total representatives for the Association to Annual Conference and appropriate</u> release time for each.
- Provide release time for eboard members to attend eboard meetings.

EXHIBIT H (Reclassification Procedures):

- Remove the Exhibit H (MOU regarding holidays)
- Reflect the current Reclassification Procedures as Exhibit H.

^{*}CSEA reserves the right to amend its proposals during the negotiations process.

The Association looks forward to successful negotiations with the District by addressing the interests of both parties.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Michelle Davila President CSEA Chapter #535

c: Nicholas Dix, CSEA Labor Relations Representative

RIVERSIDE COMMUNITY COLLEGE DISTRICT CHANCELLOR'S OFFICE

Report No.: II-C Date: February 22, 2005

Subject: Agreement with Overland Pacific and Cutter, Inc. for Acquisition and Relocation

Services for the Market Street/University Avenue Project

<u>Background</u>: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Overland Pacific and Cutter, Inc., for acquisition and relocation services for 3800 Market Street and 3826 University Avenue, Riverside, California. Overland Pacific and Cutter, Inc. are specialists in relocation services. Specifically, they will identify the tenants, make offers of compensation, determine relocation costs and provide relocation assistance to them. These services are necessary in the acquisition of the named properties for Riverside School for the Arts. The term of the agreement is February 23, 2005 through December 31, 2005 for \$109,000.00. Funding source: Resource 4130 (La Sierra).

<u>Recommended Action</u>: It is recommended the Board of Trustees approve the agreement between the District and Overland Pacific and Cutter, Inc., from February 23, 2005 through December 31, 2005, for \$109,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella Chancellor

Prepared by: Virginia MacDonald

Chief of Staff

Chancellor's Office

Overland, Pacific & Cutler, Inc. Standard Agreement

GENERAL TERMS AND CONDITIONS

AGREEMENT FOR PROFESSIONAL REAL ESTATE SERVICES

THIS AGREEMENT made, and entered into February 23, 2005, by and between 'OVERLAND, PACIFIC & CUTLER, INC.', 100 West Broadway, Suite 500, Long Beach, California 90802-4432, a California Corporation (hereinafter referred to as "CONSULTANT" and/or "OPC") and 'RIVERSIDE COMMUNITY COLLEGE DISTRICT' (hereinafter referred to as "CLIENT").

WITNESSETH THAT:

WHEREAS, CLIENT is desirous of entering into an Agreement to provide certain real estate-related acquisition and relocation services in connection with the Market Street/University Avenue project (hereinafter referred to as the "Project"); and,

WHEREAS, based upon information and references provided by OVERLAND, PACIFIC & CUTLER, INC., CLIENT is satisfied that CONSULTANT is qualified and experienced in the performance of those certain professional services as generally referred to in the recital immediately preceding related to, and as further defined hereinafter, in connection with the Project; and,

WHEREAS, CLIENT desires to engage CONSULTANT to perform said services; and,

WHEREAS, CONSULTANT represents that it is fully qualified and willing to perform said services; and,

WHEREAS, CONSULTANT acknowledges and understands all of the terms, conditions and obligations of this Agreement, the location of the job site, and conditions under which the work is to be performed and, is in no way relying upon any opinions or representations of CLIENT;

NOW THEREFORE, in consideration of the covenants and conditions hereinafter set forth, it is mutually agreed as follows:

1. SCOPE OF SERVICE: The CONSULTANT shall furnish the necessary facilities, materials, equipment and the services of skilled professionals, technical, and support personnel to meet the requirements of the Scope of Service (SOS), attached hereinafter as Exhibit "A" and by this reference made a part hereof.

- 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence work within five (5) working days of receipt of Notice-To-Proceed (NTP) for each task, and shall continue per schedules provided by CLIENT, if any, until all tasks are completed, unless this Agreement is terminated in accordance with Paragraph 6 hereof.
- 3. COMPENSATION AND PAYMENT TERMS: For, and in consideration of the SERVICES satisfactorily performed by CONSULTANT hereunder, CLIENT agrees to pay CONSULTANT the sum, or sums set forth at Exhibit "B", entitled, "Compensation and Payment Terms", attached hereto and by this reference made a part hereof. Payment to CONSULTANT will be made on no less than monthly intervals upon submission of invoices and related, supporting documentation as subsequently agreed upon.
- 4. RESPONSIBILITIES: CONSULTANT shall be responsible for the professional quality, technical accuracy and, the coordination of all drawings, specifications, calculations, data, reports, documents or other services to be provided hereunder, and shall, without additional compensation, correct or revise any errors or deficiencies promptly upon notice or discovery thereof. Neither a review, approval or acceptance of, nor payment for, any of the services required hereunder shall be construed as a waiver of any rights under this Agreement by CLIENT or of any cause of action arising out of this Agreement, and CONSULTANT shall be liable for all damages caused by, or arising out of, CONSULTANT'S negligent performance of any services provided or required hereunder.
- 5. CHANGES: CLIENT may, at any time by written authorization or direction, make changes in, or otherwise amend the Scope of Work to be provided hereunder. If such changes result in an increase or a decrease in services, the time required for performance thereof or, the compensation therefor, this Agreement shall be modified accordingly, in writing, in order for such changes to be valid. Under no circumstances shall CONSULTANT provide additional SERVICES or incur expenses for which additional compensation is to be charged without the express written authorization of CLIENT.

6. TERMINATION:

- A. Performance of the work and services hereunder may be terminated by CLIENT at any time, in whole or in part:
- 1) Should CONSULTANT default in its obligations hereunder or fail to make progress in the prosecution of the work or services, thereby endangering such performance, and shall fail to cure such default within ten (10) days after receipt of notice specifying the default; or,
 - 2) For the convenience of CLIENT.
- B. Termination shall be effected by delivery to CONSULTANT of a Notice of Termination, specifying whether said termination is by reason of default, or for convenience of CLIENT; the extent to which performance of the work and services is terminated; and the date upon which said termination is to become effective.

- If, after Notice of Termination for default, it is determined that CONSULTANT was not in default, or that CONSULTANT'S failure to fulfill its obligations was due to causes beyond its control and without its fault or negligence, the Notice of Termination shall be deemed to be null and void, and CONSULTANT shall be entitled to compensation for its actual, common, necessary and reasonable costs of performing the work to the date of termination, plus any previously agreed upon and established reasonable markup for overhead and profit.
- C. Following receipt of Notice of Termination, CONSULTANT shall discontinue performance on the date specified therein, and to the extent specified therein, and deliver to CLIENT the completed or partially completed plans, information, data, reports, estimates, summaries, materials, or other documents which, if performance had been completed, would be furnished to CLIENT. CONSULTANT shall continue performance of such part of the work and services which are not terminated and CONSULTANT shall prepare and submit a termination claim for those services satisfactorily performed, which shall include costs and expenses reimbursable in accordance with the terms of this Agreement, not previously paid, incurred prior to the effective date of termination.
- D. In the event of termination for default CLIENT shall be entitled to complete the work and services required hereunder or engage others to do so. All costs associated with the completion and/or re-procurement of said services shall be at CLIENT expense.
- 7. CONFIDENTIALITY: CONSULTANT hereby agrees that this Agreement and all information provided by CLIENT pursuant to the work and services hereunder shall be considered confidential, and shall not be reproduced, transmitted, used or disclosed by CONSULTANT without the written consent of CLIENT, except as may be necessary for CONSULTANT to fulfill its obligations hereunder; provided, that the limitation shall not apply to any information, or portion thereof, which is within the public domain at the time of its disclosure. The requirements of this paragraph shall survive the term of this Agreement.
- 8. OWNERSHIP AND REUSE OF DOCUMENTS: All non-proprietary data, information, reports, drawings, renderings, or other documents or materials prepared by CONSULTANT hereunder shall become the property of CLIENT, whether or not the work covered thereby is completed; provided, that CONSULTANT may retain a record copy for its file.
- 9, RELATIONSHIP: The legal relationship of CONSULTANT to CLIENT hereunder shall be that of an independent consultant and not that of an agent, employee or joint-venturer.
- 10. EXAMINATION OF RECORDS: CONSULTANT shall maintain such books and records as are customarily maintained in connection with such work and in accordance with generally accepted accounting principles, and shall permit inspection by CLIENT or the authorized representative(s) of CLIENT at mutually convenient times; which access to such books and records shall not be unreasonably withheld.

11. NONDISCRIMINATION AND COMPLIANCE WITH LAWS: CONSULTANT shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders in effect on the date of this Agreement. CONSULTANT shall comply with Executive Order No. 11246 of September 24, 1965, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC 2012), and their implementing regulations (4 1 CFR-60, 230, and 250), and the orders of the Secretary of Labor pursuant thereto; violations of which, thereof, shall be grounds for termination or suspension in whole or in part of this Agreement.

CONSULTANT'S employees shall make themselves knowledgeable about federal, state and local safety and other applicable laws, standards and regulations and shall observe strict adherence to same.

- 12. INSURANCE: CONSULTANT shall effect and maintain insurance to protect CLIENT, its Boards, Commissions, Directors, Employees and, Agents against claims arising under Workmen's/Worker's Compensation; and, from claims for damages resulting from injury to persons or destruction of property, including loss of use thereof; and, from claims arising out of the negligent performance of professional services, or as a consequence thereof, caused by act(s) for which CONSULTANT, its employees, agents, subconsultants (if any), and material suppliers (if any) may be responsible. Minimum insurance requirements are set forth in Exhibit "D". CONSULTANT'S insurance coverage shall satisfy all insurance requirements (including amounts, coverage's, endorsements and, the furnishing of certificates of insurance) applicable under the terms of this Agreement.
- 13. INDEMNIFICATION: Notwithstanding any provision of this Agreement to the contrary, CONSULTANT agrees to indemnify, hold harmless, and defend CLIENT from and against all claims, demands, damages, loss, costs, expenses (including attorney's fees), fines, or penalties arising out of, or as a consequence, or related to, any willful misconduct or negligent act, error or omission on the part of the CONSULTANT or its employees, agents, or independent consultants (if any).

The CONSULTANT expressly agrees that the work to be performed pursuant to this agreement shall he performed in accordance with the standards customarily provided by an experienced and competent organization performing the same, or similar work in accordance with accepted industry standards. Where approval by the CLIENT is indicated, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all laws, codes, industry standards or liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the CONSULTANT or its subconsultants, if any.

14. REMEDIES: The rights and remedies set forth herein shall be in addition to any other remedies provided by law, and waiver by CLIENT of any provision hereunder or of a breach thereof by CONSULTANT shall not be deemed a waiver of future compliance thereof and such provision shall continue in, and with full force and effect.

- 15. SEVERABILITY: In the event that any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws, regulations, or ordinances of any federal, state, or other government to which this Agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby and continue in full force and effect.
- 16. NOTICES: All notices required, or permitted under this Agreement shall be considered as duly given to any party for all purposes hereof only if given in writing and either hand delivered, or sent by registered, or certified mail, postage prepaid and return receipt requested, or sent by fax or telegram, addressed as set forth below, or to such other address as may be designated by notice given as provided herein. All notices shall be effective upon first receipt, unless otherwise specified herein.
- 16. 1 CONSULTANT'S ADDRESS AND FAX NUMBER:

OVERLAND, PACIFIC & CUTLER, INC. 100 West Broadway, Suite 500 Long Beach, CA 90802-4432 Fax No.: 562.304.2020 Attn: Brian Everett Regional Director

16.2 CLIENT'S ADDRESS AND FAX NUMBER:

Clayson, Mann, Yeager & Hansen 601 South Main Street Corona, CA 92882-3418 Fax No: 951.737.4384 Attn: David Saunders, Esq. Attorney at Law

- 17. MODIFICATION: This Agreement may only be modified by a written amendment hereto, duly executed by both parties.
- 18. SUCCESSION AND ASSIGNMENT: CONSULTANT binds itself, its successors, assigns, and legal representatives to CLIENT with respect to all of the covenants and provisions of this Agreement and further agrees that it shall not assign, subcontract, hypothecate, or transfer its interest in this Agreement, or any part thereof, without the express written consent of CLIENT.
- 19. ENTIRE AGREEMENT: This Agreement contains all of the promises, representations, and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or contracts, whether verbal or written, and may only be modified as hereinbefore provided.
- 20. ORDER OF PRECEDENCE: If, in performing work under this Agreement, the CONSULTANT believes an inconsistency or ambiguity exists in the requirements of the Agreement, the CONSULTANT shall immediately notify the CLIENT of such inconsistency or ambiguity.

The CONSULTANT shall, unless otherwise directed in writing, comply with the order of precedence listed below in resolving such inconsistency.

- A. Agreement and Exhibits thereto; and,
- B. Other special provisions of the Agreement when attached or incorporated by reference therein.
- 21. GOVERNING LAW: Unless otherwise specified herein, this Agreement shall be governed by, and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective on the date first above written.

CONSULTANT:	CLIENT:
OVERLAND, PACIFIC & CUTLER, INC.	RIVERSIDE COMMUNITY COLLEGE DISTRICT
BY: John M. Cutler, President	BY:
	(Print Name and Title)

(Remainder of page intentionally left blank)

EXHIBIT "A" SCOPE OF SERVICE

EXHIBIT "B" COMPENSATION AND PAYMENT TERMS

 For, and in conside 	eration of the satis	sfactory performa	nce and completion of the
Advisory Services hereund	ler described, CLII	ENT agrees to pay	CONSULTANT on a 'Fixed
Fee' basis	(\$C	00) per case, billa	ble per the attached hourly
rate sheet (EXHIBIT "B1")	. The total value o	of this contract for	Advisory Services shall not
exceed the sum of	(\$	00).	

2. By the 7th day of each month, CONSULTANT shall submit an invoice for services rendered during the previous month and attach any supporting documentation as may have been previously agreed upon. Upon receipt of Invoice from the CONSULTANT, CLIENT shall promptly pay the amount due therefrom within no less than thirty (30) days of receipt.

In the event CONSULTANT is not paid by CLIENT within the time referenced at 2., above, CONSULTANT may assert such rights as it may have pursuant to applicable mechanic's lien laws, if any, directly against the CLIENT and/or its sureties.

3. Invoicing Instructions

Invoices, or vouchers for payments hereunder shall be certified by a responsible official of the CONSULTANT'S organization and shall be submitted to the following address:

Riverside Community College District 4800 Magnolia Avenue Riverside, CA 92506

- 4. CONSULTANT shall not perform any additional service, or incur any additional expense in the performance of this Agreement without the prior written approval of CLIENT.
- 5. CLIENT shall not be responsible for payment or reimbursement of monies for services performed without the prior written approval of CLIENT.
- 6. Should a change of scope or additional 'Relocation Services' be required, compensation for such services will be established at the time of written approval therefor, and such shall be appended to this Agreement.

(Remainder of page intentionally left blank)

EXHIBIT "B1" HOURLY RATE SHEET

2004 SCHEDULE OF HOURLY RATES OVERLAND, PACIFIC & CUTLER, INC.

Corporate Officer/Regional Manager	\$125.00/Hour
SENIOR PROJECT MANAGER	\$110.00/Hour
Project Manager	\$100.00/Hour
SENIOR ACQUISITION/RELOCATION CONSULTANT	\$ 90.00/Hour
Acquisition/Relocation Consultant/Analyst	\$ 80.00/Hour
REAL ESTATE TECHNICIAN/ESCROW OFFICER/PROJECT SUPPORT \$	60.00/Hour
SECRETARIAL/CLERICAL	\$ 40.00/Hour

Overland, Pacific & Cutler, Inc., considers mileage, photocopying, postage, telephone, facsimile and cellular communication charges as a normal part of doing business. These charges are included in the stated hourly rates. Out-of-pocket expenses – including preapproved travel and lodging, outside exhibit preparation, requested overnight courier charges and, specialty reproduction – are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination and, handling. Subcontracted services – other than those listed above – will be invoiced at cost plus ten percent (+10%).

Any consulting services or advice necessary for appeal, or to support litigation, such as depositions, pre-trial research and court testimony are not part of this contract, nor are they part of our normal fees and, if required, shall be invoiced at **two times hourly rates**.

In the event this contract extends twelve (12) months beyond the initial date of execution first written above, the hourly rates of this **EXHIBIT "B1"** shall be adjusted upwardly by approximately five percent (5%) per annum, compounded annually, on the anniversary date of this contract unless, and until this contract is terminated by either party, hereto, in writing.

(Remainder of this page intentionally left blank)

EXHIBIT "C" MINIMUM INSURANCE REQUIREMENTS

- 1. During the term of this Agreement, CONSULTANT shall provide and maintain in full force and effect insurance of the following kinds and amounts to protect itself and CLIENT against claims arising under Worker's Compensation; employer's liability; general liability; automobile liability; professional liability; from damages for bodily injury, sickness, disease or death; from claims for damages resulting from injury to persons (third party and employees) or destruction of property, including loss of use thereof; and from claims arising out of the performance of professional SERVICES, or as a consequence thereof, caused by negligent act, error or omission for which CONSULTANT, its employees, agents, or subconsultants (if any) may be responsible:
- a. Worker's Compensation in statutory amounts;
- b. Employer's Liability in minimum amounts of \$1,000,000;
- c. Commercial/Comprehensive General Liability (Bodily Injury and Property Damage) including operations liability and contractual liability in minimum amounts of \$1,000,000 combined single limit per occurrence; \$2,000,000 as aggregate;
- d. Comprehensive Business Automobile Liability in minimum amounts of \$1,000,000 each accident combined single limit for bodily injury, and property damage; and
- e. Professional Liability (errors and omissions) in the amount of \$1,000,000 per claim, \$1,000,000 aggregate.
- 2. The insurance shall: (a) be primary and any other insurance maintained shall be excess and not contributory; (b) contain a defense of lawsuits clause (applies outside the limits of liability); (c) be placed with insurance carriers having an A.M. Best, B + VIII or better rating and licensed to do business in the state or states where CONSULTANT will perform the work and services; and, (d) contain an endorsement including CONSULTANT'S Subconsultants (if any) under the Commercial/Comprehensive General Liability coverages.
- 3. Prior to commencing performance of the work and/or services hereunder, CONSULTANT shall furnish certificates of insurance satisfactory to CLIENT evidencing compliance with the requirements of this Exhibit "C".
- 4. Certificates shall name CLIENT as Additional Insured with respect to C/GL and Auto, and shall provide that the policy or policies shall not be canceled or reduced in coverage or amounts without giving CLIENT thirty (30) days prior written notice.
- 4. Although the stated limits are the minimum required, this does not limit CONSULTANT's liability in the event of loss, damage, or liability.

RIVERSIDE COMMUNITY COLLEGE DISTRICT CHANCELLOR'S OFFICE

Report No.: II-D Date: February 22, 2005

<u>Subject</u>: Personnel Reassignments

<u>Background</u>: Dr. Bonavita Quinto has requested to return to the classroom effective August 25, 2005. Effective February 14, 2005 through August 25, 2005, she will be reassigned to the Department of Health, Human and Public Service. She will teach a 5-unit class and work with Dr. Lisa Conyers in developing a program in Speech Pathology. There is no Board action needed for this reassignment.

Ms. Monica Delgadillo-Flores will be reassigned from Director, Diversity, Equity and Compliance/Assistant to the Chancellor, to Dean, Student Services (RCC), effective August 25, 2005. Effective February 23, 2005 through August 25, 2005, Ms. Delgadillo-Flores will be reassigned as Acting Dean, Student Services, Riverside Campus. Ms. Delgadillo-Flores' academic preparation is in counseling and prior to her current position she served as the EOPS Director. She also brings experience from previous institutions which contributes to her ability to lead the efforts to serve a diverse student population. The Board will need to approve the title for Ms. Delgadillo-Flores.

There is no change in pay for these two reassignments because all positions involved are in the same range (19.0 - 19.4).

In the meantime, pending Board approval, Mr. Richard Ramirez, Vice President Emeritus, will be Acting Director, Diversity, Equity and Compliance/Assistant to the Chancellor until a replacement/search is completed.

Recommended Action: It is recommended that the Board of Trustees approve the title change for Ms. Monica Delgadillo-Flores from Director, Diversity, Equity and Compliance/Assistant to the Chancellor, Salary Range: 19.4, to Interim Dean, Student Services (Riverside City Campus), no change in salary, effective February 23, 2005 through August 25, 2005.

Salvatore G. Rotella Chancellor

Prepared by: Virginia MacDonald

Chief of Staff

Chancellor's Office